



## COMMITTEE OF THE WHOLE

February 20, 2025

### AGENDA

1. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED UNANIMOUSLY – Acknowledging Corporal Derek Sturdevan and Mr. Mohamad Al-Jlahawi on performing life-saving measures during a critical accident and requesting immediate effect.
2. RESOLUTION BY COUNCIL PRESIDENT PRO TEM HERRICK SUPPORTED UNANIMOUSLY – Acknowledging Martin Zbosnik who has diligently served as theater Manager for over 18-years and requesting immediate effect.
3. PUBLIC COMMENT
4. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous regular meeting of February 11, 2025.
5. CORPORATION COUNSEL – Recommending –  
ORDINANCE NO. 25-1838 – IN NEED OF INTRODUCTION.  
SYNOPSIS - “An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by Amending Article VII, Division 3, Entitled ‘Noncommercial Soliciting’.”  
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.
6. ECONOMIC DEVELOPMENT – Requesting to waive certain regulations in the Code of Ordinances and Zoning Ordinance that govern outdoor dining and hours of operations to support brick and mortar restaurants, coffee houses, card rooms, athletic clubs, and smoking lounges during the Ramadan season through March 31, 2025 and requesting immediate effect.

7. ECONOMIC DEVELOPMENT – Requesting that the Finance Director be authorized to recognize and appropriate a donation in the amount of \$11,500 toward the Bet on Dearborn Resource Expo Event expenditures to the Economic Development Department and requesting immediate effect.
8. ECONOMIC DEVELOPMENT – Requesting that the Finance Director be authorized to recognize grant funding from the Michigan Department of Transportation’s (MDOT) Shared Streets and Spaces Fund, in the amount of \$200,000 to support a feasibility analysis and implementation of a MoGo bike share system expansion, and be authorized to appropriate the grant funding to the Economic Development Department, Account No. 101-6100-330.04-30; also requesting that the Mayor be authorized to execute the grant agreement on behalf of the City and requesting immediate effect.
9. ENGINEERING – Requesting to approve the Michigan Department of Transportation (MDOT) Contract No. 2024-5581 for hot mix asphalt, cold milling, and resurfacing work along Mercury Dr., from Michigan Ave. to Hubbard Dr., in the estimated amount of \$205,675, subject to review by the Legal Department; also requesting that the Mayor be authorized to sign the agreement on behalf of the City and requesting immediate effect.
10. PURCHASING – Requesting to award a contract to Aptumbuild Solutions, most responsive and responsible proposal, in the amount of \$179,950 for the purchase of ten (10) Hard Sided Tent Structures at Camp Dearborn and requesting immediate effect. (31-4)
11. PURCHASING – Requesting to authorize a Cooperative Contract purchase from Southeastern Equipment Company, via the Sourcewell Contract No. 0117233 – CNH, in the amount of \$507,275.90 for the purchase of two (2) Case Loaders for the Department of Public Works and requesting immediate effect. [2-568A (c) (3)]
12. PURCHASING – Requesting to authorize additional expenditures to OHM Advisors (C.R. 5-258-24) in the amount of \$55,200 for a Water Reliability Study to address the requirements of the EGLE Safe Water Drinking Act (ACT 399) and requesting immediate effect.
13. POLICE – Requesting to accept a donation from the City’s towing contractor, J&T Crova, in the amount of \$4,750 to cover the full cost of Graphics on a Police Department Recruiting vehicle and requesting immediate effect.

14. RECREATION & PARKS – Having no objection to the request of Running Fit Events to conduct the “17<sup>th</sup> Annual Martian Marathon – Invasion of Races” on Saturday, April 12, 2025 from approximately 7:00 a.m. to 3:00 p.m. with assistance from the Police Department, subject to applicable Ordinances and the rules and regulations of the Police Department; also requesting a noise waiver for the duration of the event and requesting immediate effect.
  
15. PHILANTHROPY AND GRANTS – Requesting to accept the 2025 Michigan State Police Community-Based Crisis Response Pilot Grant Program in the amount of \$483,000, with the local match in the amount of \$163,171 to be paid by ACCESS (Arab Community Center for Economic and Social Services), to allow the Police Department to implement a co-responder program with ACCESS through September 30, 2028; also requesting that the Finance Director be authorized to recognize revenue in the amount of \$646,171 in the General Fund, Police Administration, Intergovernmental Revenue, State, Other account and to appropriate funds in the amount of \$483,000 to the General Fund, Police, Administration, Public Safety, Contractual Services, Other account and requesting immediate effect.
  
16. MAYOR – Requesting concurrence in the appointment of Ahmad Alhasan to the Warren Business District Authority with a term ending June 30, 2026 and requesting immediate effect.
  
17. MAYOR – Requesting concurrence in the appointment of Rana Saad to the East Dearborn Downtown Development Authority with a term ending June 30, 2027 and requesting immediate effect.
  
18. CLERK – Submitting Summons and Complaint in the matter of Hassan Aoun v. the City of Dearborn, Michael T. Sareini, Jeremy Brown, Issa Shahin, and Abdulla Hammoud.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

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## CITY CLERK'S OFFICE

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**TO:** CITY COUNCIL  
**FROM:** CITY CLERK, GEORGE T. DARANY  
**SUBJECT:** SUMMONS AND COMPLAINT  
**DATE:** FEBRUARY 5, 2025

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We are submitting to you a copy of a Summons & Complaint in the matter of Hassan Aoun v the City of Dearborn, Michael T. Sareini, Jeremy Brown, Issa Shahin, and Abdullah Hammoud (Wayne County Court Case No. 25-001678-CZ).

The City Clerk's Office received the Summons & Complaint over the counter, by Megan Lizbinski around 3:52 P.M. on February 4, 2025.

Sincerely,

George T. Darany  
City Clerk

Encl.

GD:lm



<b>STATE OF MICHIGAN</b> <b>JUDICIAL DISTRICT</b> Third <b>Wayne County</b> <b>JUDICIAL CIRCUIT</b> <b>COUNTY</b>	<b>SUMMONS</b>	<b>CASE NUMBER</b> 25-001678-CZ
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Court address \_\_\_\_\_ Court telephone number \_\_\_\_\_

Plaintiff's name, address, and telephone number <b>Hassan Aoun</b> <b>7047 Hartwell</b> <b>Dearborn MI 48126</b> <b>313-3486969</b>
Plaintiff's attorney bar number, address, and telephone number  

v

Defendant's name, address, and telephone number <u>City of Dearborn</u> <b>Michael T. Sareini</b>  <b>Jeremy Brown</b> <b>Issa Shahin</b> <b>Abdullah Hammoud</b>	16901 Michigan Ave, Dearborn, MI, 48126 (313) 943-2442
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**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (MC 21). The summons section will be completed by the court clerk.

**Domestic Relations Case**

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

**Civil Case**

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in  this court,  \_\_\_\_\_ Court, where it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_

The action  remains  is no longer pending.

Summons section completed by court clerk.

**SUMMONS**

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside of Michigan).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 02-04-2025	Expiration date* 02/25/2025	Court clerk Kimberley DeLoach
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\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

STATE OF MICHIGAN

HASSAN AOUN,  
Plaintiff,

WAYNE COUNTY CIRCUIT COURT

V.

Case No. 25-

-CZ

Defendants:

Hon.

City of Dearborn  
Michael T Sareini  
Jeremy Brown  
Issa Shahin  
Abdullah Hammoud

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Hassan Aoun  
Pro Per  
7047 Hartwell Dearborn MI 48126

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**here is no pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.**

**COMPLAINT**

**COMPLAINT TO COMPEL DISCLOSURE OF PUBLIC RECORDS AND PRESERVE EVIDENCE UNDER THE MICHIGAN FREEDOM OF INFORMATION ACT (MCL 15.231 et seq.)**

NOW COMES the Plaintiff, Hassan Aoun, and for his Complaint against the Defendants, City of Dearborn, Michael T. Sareini (Dearborn City Council Member), Jeremy Brown (Attorney Overseeing FOIA Requests, City of Dearborn), Issa Shahin (Chief of Police, Dearborn Police Department), and Abdullah Hammoud (Mayor of Dearborn), states as follows:

**INTRODUCTION**

1. Defendant, City of Dearborn, is a municipal entity responsible for maintaining and disclosing public records under the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.
2. Defendant, Michael T. Sareini, is a Dearborn City Council Member who has influence over city contracts and procurement matters.
3. Defendant, Jeremy Brown, is the Attorney overseeing FOIA requests for the City of Dearborn and is responsible for ensuring that all FOIA requests are processed in full compliance with Michigan law, including adherence to record retention requirements. Despite his legal duty to ensure transparency and timely disclosure, Defendant failed to provide the requested public records pertaining to bidding procedures, including:  
Requests for Proposals (RFPs),  
Bid solicitations,  
Bid evaluations, and  
All related records and documentation.  
Defendant's failure to disclose these public records violates Michigan's Freedom of Information Act (MCL 15.231 et seq.) and obstructs the public's right to access government contracting and procurement information.

4. Defendant, Issa Shahin, is the Chief of Police of the Dearborn Police Department, overseeing operations, expenditures, and procurement decisions related to the department's fleet and law enforcement Vehicle

5. Defendant, Abdullah Hammoud, is the Mayor of Dearborn, responsible for the overall administration of municipal departments, including the budgeting and approval of vehicle procurement transactions and ensuring compliance with public transparency laws.

#### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this matter pursuant to Michigan FOIA laws (MCL 15.231 et seq.), and relevant case law, including *Evening News Ass'n v. City of Troy*, 417 Mich. 481 (1983), which affirmed the public's right to access governmental records.

7. Venue is proper in Wayne County, Michigan, as the Defendants operate within this jurisdiction, and the requested records pertain to the Dearborn Police Department's vehicle procurement.

#### **FACTUAL ALLEGATIONS**

8. On [12/2/2024 ], Plaintiff submitted a Freedom of Information Act (FOIA) request to the City of Dearborn, requesting records related to the procurement of vehicles by the Dearborn Police Department over the past 10 years. Specifically, Plaintiff requested:

The vendors or dealerships from which vehicles were purchased.

The types and models of vehicles purchased.

The total expenditures for vehicle purchases per year.

Any contracts or agreements related to vehicle procurement.

The bidding procedures, including Requests for Proposals (RFPs), bid solicitations, bid evaluations, and related records.

9. Plaintiff requested that these records be provided on a USB drive and mailed to P.O. Box 1132, Dearborn, MI 48121.

10. Plaintiff also requested a waiver of fees under MCL 15.234(1) and MCL 15.234(2), citing public interest and government transparency as the basis.

11. Plaintiff paid \$282.72 for the requested records, as evidenced by the receipt provided in Exhibit 2, and still did not receive all responsive documents.

12. Under MCL 15.235(2), the City of Dearborn was required to respond within five business days or provide a legally justified extension.

13. The City of Dearborn failed to fully comply with the FOIA request and did not provide the requested contracts related to vehicle procurement.

14. Defendant Jeremy Brown, as the Attorney Overseeing FOIA Requests, is directly responsible for ensuring full compliance with the FOIA request and has failed to disclose all responsive records, including contracts.

15. Defendant Michael T. Sareini, as a City Council Member, has influence over city contracts and procurement matters, raising concerns over the non-disclosure of procurement records.

16. Defendant Issa Shahin, as Chief of Police, is responsible for fleet and procurement oversight for the Dearborn Police Department and has failed to ensure transparency in the bidding and purchase processes related to police vehicles.

17. Defendant Abdullah Hammoud, as Mayor of Dearborn, is ultimately responsible for ensuring compliance with FOIA laws and government accountability but has failed to take corrective action regarding the improper withholding of public records.

### LEGAL SUPPORT AND CASE LAW

18. In *Evening News Ass'n v. City of Troy*, 417 Mich. 481 (1983), the Michigan Supreme Court held that public records must be disclosed unless specifically exempted by FOIA, and any exemptions must be narrowly construed. 19. In *Detroit Free Press, Inc. v. City of Southfield*, 269 Mich. App. 275 (2005), the Court emphasized that FOIA requires full and complete responses, and withholding records violates the law.

20. In *Herald Co. v. Bay City*, 463 Mich. 111 (2000), the Court ruled that public bodies cannot delay or withhold documents without legal justification.

21. Defendants' failure to disclose contracts and Proposals (RFPs), Bid solicitations, Bid evaluations, and All related records and documentation, related to vehicle procurement constitutes a clear violation of Michigan FOIA law and sets a dangerous precedent for government secrecy.

### CAUSES OF ACTION

#### COUNT I – VIOLATION OF MICHIGAN FOIA (MCL 15.231 et seq.)

22. The records requested are public records and should be made available for public inspection.

23. The City of Dearborn's failure to comply with Plaintiff's FOIA request violates MCL 15.231 et seq.

24. The City of Dearborn failed to provide the contracts related to vehicle procurement, which are public records under Michigan FOIA law.

25. Defendants' actions constitute an unlawful denial of access under MCL 15.240.

#### COUNT II – INJUNCTIVE RELIEF TO PRESERVE RECORDS

26. There is a substantial risk that the requested records may be altered, lost, destroyed, or concealed if not immediately preserved.

27. Plaintiff seeks an injunction compelling Defendants to preserve and produce the requested records pending further review by the Court.

## EXHIBITS TO SUPPORT CLAIM

Exhibit 1 – FOIA Request Submitted to City of Dearborn

A copy of the original Freedom of Information Act (FOIA) request that Plaintiff submitted to the City of Dearborn.

Exhibit 2 – FOIA Response and Payment Receipt

A copy of the City of Dearborn's response to the FOIA request.

A receipt for the \$282.72 payment made by Plaintiff for the requested records

EXHIBIT 3 – FOIA APPROVAL AND FEE ESTIMATE

A copy of the FOIA approval notice from the City of Dearborn, confirming that the records request was accepted. A copy of the fee estimate provided by the City of Dearborn, showing the breakdown of costs associated with fulfilling the request.

This evidence confirms that the City of Dearborn acknowledged its obligation to provide records but failed to fully comply.

Exhibit 4 What the city sent me regarding the freedom of information

## RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. Compel Defendants to immediately produce all requested records, including procurement contracts and bidding documents, pursuant to MCL 15.240(4).
- B. Issue an injunction requiring Defendants to preserve all records related to police vehicle procurement, pending resolution of this lawsuit.
- C. Award Plaintiff reasonable costs and attorney fees, as provided under MCL 15.240(6) and supported by *Schinzel v. Wilkerson*, 314 Mich. App. 251 (2016).
- D. Grant any additional relief that this Court deems just and proper.

**Dated February 4 2025**

Respectfully submitted,

Hassan Aoun  
7047 Hartwell Dearborn  
MI 48126 313-348-6969

## AFFIDAVIT OF HASSAN AOUN

### STATE OF MICHIGAN COUNTY OF WAYNE

I, Hassan Aoun, being duly sworn, depose and state as follows:

#### 1. Personal Information

1. My name is Hassan Aoun, and I am a resident of Dearborn, Michigan.

2. I am over the age of 18, of sound mind, and competent to testify to the matters stated herein.

#### 2. FOIA Request for Public Records

3. On [12/02/2024 ], I submitted a Freedom of Information Act (FOIA) request to the City of Dearborn requesting documents related to all Requests for Proposals (RFPs), bids, and contracts issued by the City over the past 10 years.

#### 4. Specifically, I requested:

All RFPs issued by the City of Dearborn from the past 10 years.

All vendor bids submitted in response to RFPs.

All awarded contracts, including amounts, terms, and vendor names.

Bid evaluation criteria, scoring sheets, and selection process documents.

#### 3. FOIA Payment and City's Failure to Respond

5. On [01/02/2025 ], I paid the required \$282.78 FOIA fee as confirmed by official receipt from the City of Dearborn.

6. Despite my timely and proper request, the City of Dearborn and its officials failed to provide any of the requested records within the statutory timeframe required under Michigan FOIA (MCL 15.231 et seq.).

7: To date, the City of Dearborn has failed to produce any RFPs, bids, or contracts from the past 10 years, violating the Michigan Freedom of Information Act (MCL 15.231 et seq.).

#### 8. Suspected Withholding of Public Records

The requested records are public documents and should be readily available for disclosure under Michigan FOIA law.

9. The City of Dearborn's failure to disclose these records raises concerns about potential misconduct, mismanagement, or improper contract awards.

10. Upon information and belief, these records may have been deliberately withheld or destroyed to prevent public scrutiny.



5. Urgency and Need for Court Intervention

11. The withholding of these records obstructs government transparency and prevents me from exercising my legal right to access public information.

12. I have exhausted all reasonable administrative remedies to obtain these records without success.

13. Without judicial intervention, the City of Dearborn may continue to conceal or destroy these critical public records in violation of Michigan law.

6. Request for Court Order

14. I respectfully request that this Court: Order the City of Dearborn to immediately produce all requested RFPs, bids, and contracts within seven (7) days.

Declare that the City of Dearborn has violated the Michigan Freedom of Information Act. Impose statutory damages and attorney's fees against the City of Dearborn for noncompliance.

Grant any further relief this Court deems just and proper.

Oath and Signature

I swear (or affirm) that the above statements are true to the best of my knowledge, information, and belief.

Dated: 02/2/2025

Signature: [Handwritten Signature]  
Hassan Aoun

Address: 7047 Hartwell Dearborn, Michigan 48126  
Phone: 313-3486968  
Email: Aoun1980@aol.com

Notary Section

Subscribed and sworn to before me on this 2 day of Feb, 2025.

Notary Public: [Handwritten Signature]

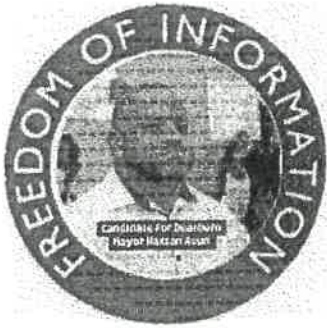
My Commission Expires: 3/17/2029

County of Commission: Wayne

Ann F Clark  
Notary Public State of Michigan  
Wayne County  
My Commission Expires 3/17/2029  
Acting in the County of Wayne



EXHIBIT 1



Hassan Aoun  
P.O. Box 1132  
Dearborn, MI 48121  
Aoun1980@aol.com

Date: 12/02/2024

Dearborn Law department  
16901 Michigan Ave, Dearborn, MI 48126

Attention FOIA Coordinator

Subject: Freedom of Information Act Request

Dear FOIA Coordinator,

Pursuant to the Michigan Freedom of Information Act (MCL 15.231 et seq.), I respectfully request access to and copies of records related to the procurement of vehicles by the Dearborn Police Department over the past 10 years. Specifically, I am seeking:

- 1.The vendors or dealerships from which vehicles were purchased.
- 2.The types and models of vehicles purchased.
- 3.The total expenditures for vehicle purchases per year.
- 4.Any contracts or agreements related to the procurement of vehicles.
- 5.The bidding procedures, including the Request for Proposal (RFP) documents, bid solicitations, bid evaluations, and any related records, for the vehicles that were purchased during this period.

As a candidate running for the office of Mayor in Dearborn, I am making this request in the public interest to ensure transparency and accountability in the use of public funds. This request is not made for commercial purposes but to inform the public about critical aspects of government operations.

I request that all responsive records be provided on a USB drive and mailed to the following address:

P.O. Box 1132  
Dearborn, MI 48121

I am also requesting a waiver of all fees associated with this request under MCL 15.234(1) and MCL 15.234(2). If a fee waiver is not granted, I request that you provide an itemized cost estimate per MCL 15.234(4) before processing my request.

If any portion of these records is exempt from disclosure, please provide a detailed explanation of the exemption claimed, as required by MCL 15.235(5)(a)-(b).

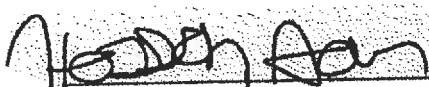
Under MCL 15.235(2), I expect a response within the statutory timeframe of five business days. If additional time is required, please provide written notification of the extension, as provided under MCL 15.235(2)(d).

Failure to comply with this request and provide the requested information will result in immediate litigation to enforce compliance, including but not limited to claims under document retention laws. Any destruction or alteration of records relevant to this request will be subject to legal action.

Thank you for your prompt attention to this matter. I look forward to your timely response.

Sincerely,

Hassan Aoun  
Candidate for Mayor of Dearborn



Date 12/02/2024



EXHIBIT 2

UNITED STATES  
POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number

29521262463

U.S. Dollars and Cents

\$282.72

Two Hundred Eighty Two Dollars and 72/100 \*\*\*\*\*

22

Clerk

Pay to City of Dearborn

Address 16901 Michigan St

Dearborn MI 48126

Memo A24-0514 FOIA



HASSAN AWIN

PO BOX 1132

Dearborn MI 48121

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆000008002⑆

29521262463

From: Aoun1980 aoun1980@aol.com  
Subject: Re: FOIA payment received, A24-0514  
Date: Dec 16, 2024 at 3:39:49 PM  
To: Jeremy Brown jbrown@dearborn.gov, FOIA Submissions  
foia@dearborn.gov, Zaineb Hussein zhusein@dearborn.gov

I want everything I asked for in detail regarding FOIA number A24-0514

If any tampering with the freedom of information to protect Michael T Sareini will involve a federal indictment.

Everybody in this email will be indicted for Rico charges tampering with a freedom of information to protect corruption in the city of Dearborn

Sincerely ,  
Hassan Aoun

On Monday, December 16, 2024, 2:49 PM, FOIA submissions <[foia@dearborn.gov](mailto:foia@dearborn.gov)> wrote:

Good afternoon Mr. Aoun,

Your money order in the amount of \$282.72 has been received, and the fee for FOIA A24-0514 is paid in full. Please allow 10 business days to process. You should receive a response by January 2, 2025.

Best regards,  
Rachel

[foia@dearborn.gov](mailto:foia@dearborn.gov)

EXHIBIT 3



ABDULLAH H. HAMMOUD  
MAYOR

# CITY OF DEARBORN

JEREMY J. ROMER, CORPORATION COUNSEL &  
CHIEF LABOR NEGOTIATOR

Deputy Corporation Counsel  
Bradley J. Mendelsohn

Assistant Corporation Counsel  
Ola F. Hammoud  
Jeremy D. Brown  
Rebecca A. Schultz  
Amanda Atwy  
Gopi Patel

Administrative Staff  
Cynthia Metz  
Deborah Ivery  
Rachel Fawaz

## FREEDOM OF INFORMATION ACT NOTICE

December 11, 2024  
Control No. A24-0514

Hassan Aoun  
P.O. Box 1132  
Dearborn, MI 48121

Re: Police Vehicle purchases

Dear Mr. Aoun:

The City of Dearborn (the "City") has finished reviewing your request for records received on December 2, 2024 made pursuant to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL §15.231 *et seq.* This notice is issued in response to your request.

To process your request, please pay a deposit of \$141.36. This amount represents one half of the City's good faith estimate of the cost to fulfill your request. FOIA authorizes the City to charge for mailing costs, copying, searching, reviewing, deleting, and separating exempt from nonexempt information. MCL §15.234.

The failure to charge a fee for the search, examination, review, and the deletion and separation of exempt from nonexempt information would result in unreasonably high costs to the City in this particular instance because, unlike a simple report or a small number of documents with nonexempt information, your request would require Department employee(s) to be diverted from their regularly assigned duties in order to process your request for records.

The breakdown of the City's estimated costs to process your FOIA request is attached. The charge for the City's labor is the burdened (salary + 35% for benefits) hourly rate of lowest paid employee(s) capable of completing the necessary tasks. Please note that the stated amounts are estimates only and may increase or decrease depending on the final costs incurred.

Upon the receipt of your non-refundable deposit, the City will process your request. It is anticipated that the City can process your request in approximately 10 business days. This is an estimate only issued today and may vary depending on staffing (vacations, illnesses, etc.) and workload. The City will notify you in writing when completed and send the records upon receipt of your final payment of the actual balance due.

As set forth under section 4(14) of the FOIA, MCL §15.234(14), if a fee appeal has not been filed under section 10a of the FOIA, MCL §15.240a, the City must receive the required deposit within 45 days after your statutorily-determined receipt of this notice otherwise the FOIA request will be considered abandoned and the City will not be required to fulfill the request.



December 11, 2024

Page 2

Checks or money orders should be made payable to the CITY OF DEARBORN and mailed to:

Office of the Corporation Counsel  
FOIA Coordinator  
16901 Michigan Avenue, Ste. 14  
Dearborn, Michigan 48126

**To ensure proper credit and that your FOIA is processed as quickly as possible, please enclose a copy of this letter with your submitted payment and include Control No. A24-0514.**

The City's FOIA Procedures and Guidelines can be accessed at:  
<http://cityofdearborn.org/documents/city-departments/law-department/7592-2023-02-16-foia-policy/file>.

Sincerely,



Jeremy Brown  
Assistant Corporation Counsel  
FOIA Coordinator

Enclosures

Freedom of Information Act Detailed Itemization of Fees

**ESTIMATE**

**Date:** December 11, 2024

**Request ID:** A24-0514

DESCRIPTION	HOURS	COST	AMOUNT
Labor Cost to Collect Data	8	\$35.34	\$282.72
<b>SUBTOTAL:</b>			<b>\$282.72</b>
<b>DEPOSIT RECEIVED:</b>			
<b>TOTAL BALANCE DUE:</b>			

Make check payable to *City of Dearborn*. **Mail to:**

Office of the Corporation Counsel  
FOIA Coordinator  
16901 Michigan Ave., Ste. 14  
Dearborn, Michigan 48126

\*Labor costs will be calculated using the lowest paid Department employee capable of each task. If more than one hourly rate is used, each will be listed on separate lines.

EXHIBIT 4



# REQUEST FOR PUBLIC RECORDS

FOIA  SUBPOENA

DEPARTMENT OF LAW  
16901 MICHIGAN AVENUE, STE. 14  
DEARBORN, MICHIGAN 48126 Ph# 313-943-2035 FAX# 313.943.2469

EMAIL COMPLETED REQUEST TO: [FOIA@DEARBORN.GOV](mailto:FOIA@DEARBORN.GOV)

**\*\*NOTE: THIS IS A TWO-SIDED DOCUMENT\*\***

YOUR NAME/ORGANIZATION Hassan Aoun

ADDRESS P.O. Box 1132

CITY, STATE, ZIP CODE Dearborn, MI 48121

DAYTIME TELEPHONE NUMBER n/a

DESCRIBE THE PUBLIC RECORDS AS SPECIFICALLY AS POSSIBLE \_\_\_\_\_

Records regarding the purchase of police vehicles.

*I have requested a copy of records pursuant to FOIA. I understand that the City must respond to my request within five (5) business days after receiving it, except that the City may extend the period for an additional ten (10) business days. I hereby agree and consent to extending the time for the City to respond. Additionally, I understand that I will have to pay for the materials before they will be released to me.*

*A copy of the City of Dearborn's FOIA Procedures and Guidelines, along with its Written Public Summary, is available at <https://cityofdearborn.org/documents/city-departments/law-department>.*

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**When the requested documents have been compiled, I would like:**

the documents **EMAILED** to me. Send amount due (indicated on reverse side), along with a copy of this form, to: City of Dearborn, Treasury Division, 16901 Michigan Ave., Ste. 21, Dearborn, Michigan 48126 and the records will be emailed to you. LIST CONTROL NUMBER ON CHECK.  
Email address: [aoun1980@aol.com](mailto:aoun1980@aol.com)

**OR**

the documents **MAILED** to me. Send amount due (indicated on reverse side), along with a copy of this form, to: City of Dearborn, Treasury Division, 16901 Michigan Ave., Ste. 21, Dearborn, Michigan 48126 and records will be mailed to you. LIST CONTROL NUMBER ON CHECK.

**OR**

to **PICK UP** the documents. Pay amount due (indicated on reverse side) and pick up at Dearborn Administrative Center (DAC), Treasury Division, 16901 Michigan Ave., Ste. 21. Payment by credit/debit card (Visa is not accepted) M-F, 8am - 5pm. Service fees apply. Must have FOIA Control No. for credit/debit card transaction.

--over--



ABDULLAH HAMMOUD  
MAYOR

## CITY OF DEARBORN

*Home Town of Henry Ford*  
Police Department



ISSA SHAHIN  
CHIEF OF POLICE

January 2<sup>nd</sup> 2025

Hassan Aoun  
PO Box 1132  
Dearborn, MI 48121

RE:           **FREEDOM OF INFORMATION ACT (FOIA)**  
                  **FOIA Request for: All vehicles purchased by Dearborn Police**  
                  **Department for the past 10 years**  
                  **Partially Denied: Exempted by Statute**

Dear Hassan Aoun,

Your FOIA Request for all of the vehicles purchased by the Dearborn Police Department for the past 10 years, has been received. We are releasing the list of vehicles to you. There are several vehicles that were not included on this list. per Section 15.243 Section 13 (1) *"A public body may exempt from disclosure as a public record under this act any of the following: (b) Investigating records compiled for law enforcement purposes, but only to the extent that disclosure as a public record would do any of the following: (i) Interfere with law enforcement proceedings. (v) Disclose law enforcement investigative techniques or procedures. (vi) Endanger the life or physical safety of law enforcement personnel. (d) Records or information specifically described and exempted from disclosure by statute. (s) Unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance, public records of a law enforcement agency, the release which would do any of the following: (ii) Identify or provide a means of identifying a law enforcement undercover officer or agent or a plain clothes officer as a law enforcement officer or agent. (vii) Endanger the life or safety of law enforcement officers or agents or their families, relatives, children, parents, or those who furnish information to law enforcement departments or agents.*

You have a right to challenge this denial by submitting a written notice of appeal to the Dearborn City Council or by starting a lawsuit to compel disclosure. Should you prevail, you will be entitled to have reasonable attorney fees, costs, and disbursements assessed against the City of Dearborn, as ordered by the court. If the actions of the City of Dearborn have been determined to be arbitrary and capricious, you may be awarded, in addition to actual damages, punitive damages not exceeding \$1,000.00.

Cpl King  
Dearborn Police FOIA Coordinator

	<b>FOR CITY OF DEARBORN USE ONLY</b>	
LABOR (15 min increments    8    @ \$ <u>35.34</u> /hr) .....		\$ <u>282.72</u>
COPYING (\$.10 per page/two-sided; number of pages _____) .....		\$ _____
VIDEO/AUDIO (\$30.00 ea).....		\$ _____
TOTAL .....		\$ <u>282.72</u>
LESS DEPOSIT (if any) .....		\$ <u>282.72</u>
BALANCE DUE .....		\$ <u>0.00</u>

A SEARCH OF CITY RECORDS HAS REVEALED NO RECORDS THAT MEET THE CRITERIA SET FORTH IN YOUR REQUEST.

THE REQUESTED DOCUMENTS ARE AVAILABLE AT NO CHARGE ON THE CITY OF DEARBORN WEBSITE <http://cityofdearborn.org/documents>

Request processed by: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 090674**  
**DATE: 12/26/2024**

**CONTACT:** EDDIE WILLIAMS  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn  
 CENTRAL GARAGE  
 2650 GREENFIELD  
 DEARBORN, MI 48120-1318

**DELIVERY BY:** 11/30/2015

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30		CR 10-542-15	DESTINATION-PREPAID	RAE TOWNSEL	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	4.00/ EA	2015 FORD SEDAN INTERCEPTOR 3.7L V6 AWD		24,930.0000	99,720.00
2	8.00/ EA	2016 FORD UTILITY INTERCEPTOR		26,808.0000	214,464.00

Contact Motor Transport at 313.943.2424 at least  
 24 hours prior to delivery

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to signup for this service.

**TOTAL AMOUNT**

**\$314,184.00**

Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
 DEARBORN ADMINISTRATIVE CENTER  
 ACCOUNTS PAYABLE  
 16901 MICHIGAN AVENUE, SUITE 2  
 DEARBORN, MI 48126-2899  
 MI TAX EXEMPT I.D. 38-6004605

  
 Purchasing Agent



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 092950**  
**DATE: 12/26/2024**

**CONTACT:** EDDIE WILLIAMS  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 12/30/2016

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30		C.R. 12-667-16	DESTINATION-PREPAID	TRAVIS GRUBB	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	2.00/ EA	2017 FORD UTILITY INTERCEPTOR (SPEC# 3905-0016) 2017 FORD UTILITY INTERCEPTOR 3.7L V6 AWD STANDARD POLICE PACKAGE TO INCLUDE THE FOLLOWING OPTIONS: DUAL INCANDESCENT SPOT LIGHTS, REAR DOOR WINDOWS INOP, REAR DOOR HANDLES INOP, PREP FRONT HEADLIGHTS FOR LED LIGHTING, COURTESY LIGHTS INOP (DARK CAR FEATURE), REAR CARGO LIGHT. ADDITIONAL OPTIONS TO INCLUDE: *FLEET KEY 1284X *EXTERIOR COLOR-BLACK *INTERIOR COLOR-BLACK *REVERSE SENSING	26,587.0000	53,174.00
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2	1.00/ EA	2017 FORD UTILITY INTERCEPTOR-K9 (SPEC# 3905-0016) 2017 FORD UTILITY INTERCEPTOR-K9 3.7L V6 AWD STANDARD POLICE PACKAGE TO INCLUDE THE FOLLOWING OPTIONS: DUAL INCANDESCENT SPOT LIGHTS, REAR DOOR WINDOWS INOP, REAR DOOR HANDLES INOP, PREP FRONT HEADLIGHTS FOR LED LIGHTING, COURTESY LIGHTS INOP (DARK CAR FEATURE), REAR CARGO LIGHT. ADDITIONAL OPTIONS TO INCLUDE: *FLEET KEY 1284X *EXTERIOR COLOR-BLACK *INTERIOR COLOR-BLACK *REVERSE SENSING *SYNC *REAR A/C *TWO KEY FOBS	28,012.0000	28,012.00
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**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 094239**  
**DATE: 12/26/2024**

**CONTACT:** EDDIE WILLIAMS  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 12/31/2017

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30		C.R. 9-489-17	DESTINATION-PREPAID	TRAVIS GRUBB	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	7.00/ EA	2018 FORD UTILITY INTERCEPTOR		26,927.0000	188,489.00
2	1.00/ EA	2018 FORD UTILITY INTERCEPTOR		26,927.0000	26,927.00

PRICING PER MIDEAL CONTRACT 071-B1300005 AND GORNO FORD'S QUOTE SUBMITTED BY ROBERT ALDERMAN DATED 8/21/17.  
 CONTACT MIKE BALL AT 313 943 2998 WITH ANY QUESTIONS OR CONCERNS REGARDING THIS ORDER.

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to sign up for this service.

**TOTAL AMOUNT**

**\$215,416.00**

Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
 DEARBORN ADMINISTRATIVE CENTER  
 ACCOUNTS PAYABLE  
 16901 MICHIGAN AVENUE, SUITE 2  
 DEARBORN, MI 48126-2899  
 MI TAX EXEMPT I.D. 38-6004605

Mark W. Brace, Purchasing Agent



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 095948**  
**DATE: 12/26/2024**

**CONTACT:** ROBERT ALDERMAN  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn  
 CENTRAL GARAGE  
 2650 GREENFIELD  
 DEARBORN, MI 48120-1318

**DELIVERY BY:** 04/01/2018

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30			DESTINATION-PREPAID	TRAVIS GRUBB	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST
1	1.00/ EA	(PARKS) 2019 FORD F-250, 4X4 (6.2 LITER/GAS) REGULAR CAB PLOW TRUCK		28,175.0000	28,175.00
		VEHICLE #1			
2	1.00/ EA	(PARKS) 2019 FORD F-250, 4X2 (5.0 LITER/GAS) SUPER CREW CAB TRUCK		32,023.0000	32,023.00
		VEHICLE #3			
3	1.00/ EA	(COURT) 2019 FORD TRANSIT 350 XL PASSENGER WAGON, PASSENGER		29,542.0000	29,542.00
		VEHICLE #11			
4	1.00/ EA	(FIRE) 2019 FORD EXPEDITION EL, 6-8 PASSENGER		42,950.0000	42,950.00
		VEHICLE #12			
5	8.00/ EA	(POLICE) 2019 FORD UTILITY INTERCEPTOR		27,640.0000	221,120.00
		VEHICLE #13			
6	1.00/ EA	(POLICE) 2019 FORD UTILITY INTERCEPTOR		27,640.0000	27,640.00



**CITY OF DEARBORN**  
 Purchasing Division  
 16901 Michigan Avenue, Suite 2  
 Dearborn, MI 48126  
 (313) 943-2375

PURCHASE ORDER	
P.O. #	097586
DATE:	12/26/2024

**CONTACT:** ROBERT ALDERMAN  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn

LOCATIONS AND QUANTITIES  
 SPECIFIED FOLLOWING ITEM

**DELIVERY BY:** 12/01/2019

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

<b>PAYMENT TERMS</b> 0.00% / 0 Net30		<b>COUNCIL RESOLUTION</b> 10-464-19	<b>FOB</b> DESTINATION-PREPAID	<b>AUTHORIZED BY</b> THEODORE KERANEN	
<b>ITEM #</b>	<b>QUANTITY/ UNIT</b>	<b>DESCRIPTION PART NUMBER</b>		<b>UNIT COST</b>	<b>EXTENDED COST</b>

AUTHORIZED PER C.R.#10-464-19

1 10.00/ EA VEHICLE #2 2020 FORD UTILITY INTERCEPTOR 31,770.0000 317,700.00

Ship to:  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

2 2.00/ EA VEHICLE #3 2020 POLICE UTILITY AWD HYBRID PATROL 35,250.0000 70,500.00

Ship to:  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

3 1.00/ EA VEHICLE #2 2020 FORD UTILITY INTERCEPTOR (BLUE) 31,770.0000 31,770.00

Ship to:  
 CENTRAL GARAGE  
 2650 GREENFIELD  
 DEARBORN, MI 48120-1318



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 099081**  
**DATE: 12/26/2024**

**CONTACT:** ROBERT ALDERMAN  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 12/01/2019

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30		8-289-20	DESTINATION-PREPAID	THEODORE KERANEN	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST
1	1.00/ EA	2019 OR 2020 FORD EXPLORER XLT 2.3L ECOBOOST AWD 10 SPD AUTO TRANS, STANDARD PACKAGE TO INCLUDE: PUSH START, NAVIGATION SYSTEM, FORD TOUCH, 3 KEY FOBES, EXTERIOR: DARK GRAY, INTERIOR: BLACK		37,149.0000	37,149.00

PRICING PER MIDEAL CONTRACT AS WELL AS QUOTE PROVIDED 8/12/20  
 CONTACT DAVID FINAZZO AT 313.943.2998 WITH ANY QUESTIONS OR CONCERNS REGARDING THIS ORDER  
 AUTHORIZED BY C.R. #8-289-20

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to signup for this service.

**TOTAL AMOUNT** **\$37,149.00**

Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
 DEARBORN ADMINISTRATIVE CENTER  
 ACCOUNTS PAYABLE  
 16901 MICHIGAN AVENUE, SUITE 2  
 DEARBORN, MI 48126-2899  
 MI TAX EXEMPT I.D. 38-6004605

  
 Travis Grubb, Purchasing Manager



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 102956**  
**DATE: 12/26/2024**

**CONTACT:** ROBERT ALDERMAN  
**VENDOR:** GORNO FORD INC  
**ADDRESS:** 22025 ALLEN RD  
 WOODHAVEN, MI 48183

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 06/20/2023

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30			DESTINATION-PREPAID	JAY ANDREWS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	9.00/ EA	2020 POLICE UTILITY INTERCEPTOR PATROL VEHICLE ***ALL UTILITIES KEYED ALIKE WITH FLEET KEY 1284X*** ALL UTILITIES WITH FOLLOWING OPTIONS: DUAL LED SPOTLIGHTS, REARVIEW CAMERA, CARGO DOME LIGHT, DR LOCK PLUNGER/ REAR DOOR CONTROLS INOP, DRIVER 6 WAY POWER SEAT, REVERSE SENSING, PREP FRONT HEADLIGHTS FOR LED LIGHTING, DARK CAR FEATURE, EXTERIOR COLOR: AGATE BLACK ON ALL (MAY REQUEST ALTERNATE COLOR IN NEAR FUTURE) INTERIOR: BLACK		44,085.0000	396,765.00
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MY 23 PER CONTRACT # 071B7700181  
 QUOTE DATED 9/9/22  
 CONTACT SGT DAVID FINAZZO AT 313.943.2998  
 WITH ANY QUESTIONS REGARDING THIS PO



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 106041**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** LUNGHAMMER FORD OF OWOSSO, LLC  
**ADDRESS:** 1960 E. MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 08/31/2023

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
				JAY ANDREWS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

	90,728.00/		1.0000	90,728.00
1	DL	FY24 FORD F150 POLICE RESPONDERS 2- 2023 POLICE RESPONDERS AT \$90728.00 (\$45364.00) ***KEYED TO MATCH PREVIOUS RESPONDERS- 62B*** EXTRA KEYS IF POSSIBLE- 4 KEYS INCLUDE THE FOLLOWING OPTIONS ON BOTH RESPONDERS: DUAL LED SPOTLIGHTS, REAR CAMERA, DRV LOCK PLUNGER /REAR DOOR CONTROLS INOP, FRONT SEAT DRV 6 WAY PWR SEAT, REVERSE SENSING, PREP FRONT HEADLIGHTS FOR LED LIGHTING, DARK CAR FEATURES EXTERIOR COLOR: AGATE BLACK/ INTERIOR COLOR: BLACK BOA #7484 PER MEGAN DAVIS		

	45,364.00/		1.0000	45,364.00
2	DL	FY24 FORD F150 POLICE RESPONDER 1-2023 F150 POLICE RESPONDER AT \$45364.00 ***KEYED TO MATCH PREVIOUS RESPONDERS-62B*** EXTRA KEYS IF POSSIBLE- 4 EXTRA INCLUDE THE FOLLOWING OPTIONS: DUAL LED SPOTLIGHTS REAR CAMERA, DR LOCK PLUNGER/ REAR DOOR CONTROLS INOP, FRONT SEAT DRV 6 WAY POWER SEAT, REVERSE SENSING, PREP FRONT HEADLIGHTS FOR LED, DARK CAR FEATURES: EXTERIOR COLOR: AGATE BALCK/ INTERIOR COLOR: BLACK		



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 106041**  
**DATE: 12/26/2024**

VEHICLES TO BE KEYED ALILKE, KEY CODE 62B  
CONTACT SGT DAVID FINAZZO AT 313.943.2998 WITH ANY  
QUESTIONS REGARDING THIS PO.  
9/7/23 JKA

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to sign up for this service.

**TOTAL AMOUNT**

**\$136,092.00**

Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
DEARBORN ADMINISTRATIVE CENTER  
ACCOUNTS PAYABLE  
16901 MICHIGAN AVENUE, SUITE 2  
DEARBORN, MI 48126-2899  
MI TAX EXEMPT I.D. 38-6004605

Mark Rozinsky, Purchasing Manager



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 106867**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** LUNGHAMMER FORD OF OWOSSO, LLC  
**ADDRESS:** 1960 E. MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 08/31/2023

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
				JAY ANDREWS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	DL	457,660.00/	FY24 POLICE PATROL VEHICLES	1.0000	457,660.00
			10 EXPLORERS AT \$457,660.00 (\$45,766.00 EACH)		
			2024 FORD POLICE UTILITY INTERCEPTORS		
			***ALL INTERCEPTORS KEYED ALIKE WITH FLEET KEY		
			1284X***		
			ALL INTERCEPTORS WITH THE FOLLOWING OPTIONS:		
			DUAL LED SPOTLIGHTS, REARVIEW CAMERA, CARGO DOME		
			LIGHT, DR LOCK PLUNGER/ REAR DOOR CONTROLS INOP,		
			DRIVER 6 WAY POWER SEAT, REVERSE SENSING, PREP		
			FRONT HEADLIGHTS FOR LED LIGHTING, DARK CAR		
			FEATURES:EXTERIOR BLACK/INTERIOR BLACK		
			BOA #7483 PER MEGAN DAVIS		

PRICE BASED ON 2024 VEHICLE STATE OF MICHIGAN  
 CONTRACT # 071B7700180 AND MACOMB COUNTY CONTRACT  
 21-18.

PURCHASE IS CONTINGENT ON CITY COUNCIL APPROVAL  
 DURING JANUARY 9, 2024 COUNCIL MEETING.  
 CONTACT SGT DAVID FINAZZO AT 313.943.2998 WITH  
 AND QUESTIONS REGARDING THIS PO.





**CITY OF DEARBORN**  
Purchasing Division  
16901 Michigan Avenue, Suite 2  
Dearborn, MI 48126  
(313) 943-2375

**P.O. # 106867**  
**DATE: 12/26/2024**

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to signup for this service.

**TOTAL AMOUNT**

**\$457,660.00**

Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
DEARBORN ADMINISTRATIVE CENTER  
ACCOUNTS PAYABLE  
16901 MICHIGAN AVENUE, SUITE 2  
DEARBORN, MI 48126-2899  
MI TAX EXEMPT I.D. 38-6004605

Mark Rozinsky, Purchasing Manager



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 107070**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** LUNGHAMMER FORD OF OWOSSO, LLC  
**ADDRESS:** 1960 E. MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 12/31/2023

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
				JAY ANDREWS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	DL	45,766.00/	FY24 POLICE PATROL INTERCEPTOR	1.0000	45,766.00
			2024 FORD POLICE UTILITY INTERCEPTOR AT \$45,766.00		
			***INTERCEPTOR KEYED WITH FLEET KEY 1284X***		
			FORD INTERCEPTOR WITH THE FOLLOWING OPTIONS:		
			DUAL LED SPOT LIGHTS, REVIEW CAMERA, CARGO DOME		
			LIGHT, DR LOCK PLUNGER/ REAR DOOR CONTRCLS INOP,		
			DRIVER 6 WAY POWER SEAT, REVERSE SENSING, PREP		
			FRONT HEADLIGHTS FOR LED LIGHTING, DARK CAR		
			FEATURES: EXTERIOR BLACK/ INTERIOR BLACK		

CONTACT DAVID FINAZZO AT 313.943.2988 WITH ANY  
 QUESTIONS REGARDING THIS PO.

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to signup for this service.

<b>TOTAL AMOUNT</b>	<b>\$45,766.00</b>
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Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
 DEARBORN ADMINISTRATIVE CENTER  
 ACCOUNTS PAYABLE  
 16901 MICHIGAN AVENUE, SUITE 2  
 DEARBORN, MI 48126-2899  
 MI TAX EXEMPT I.D. 38-6004605

Mark Rozinsky, Purchasing Manager



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 109779**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** LUNGHAMMER FORD OF OWOSSO, LLC  
**ADDRESS:** 1960 E. MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 12/01/2024

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
				JAY ANDREWS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	DL	681,315.00/	FY25 POLICE PATROL VEHICLES 15 EXPLORERS AT \$675,000.00 (\$45,000.00 EA) 2025 FORD POLICE UTILITY INTERCEPTORS ***ALL INTERCEPTORS KEYED ALIKE WITH FLEET KEY 1284X*** ALL INTECEPTORS WITH THE FOLLOWING OPTIONS: DUAL LED SPOTLIGHTS, REAR VIEW CAMERA, CARGO DOME LIGHT, DR LOCK PLUNGER/ REAR DOOR CONTRCLS INOP, DRIVER 6 WAY POWER SEAT, REVERSE SENSING, PREP HEADLIGHTS FOR LED LIGHTING, DARK FAETURES: EXTERIOR BLACK/ INTERIOR BLACK	1.0000	681,315.00
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CONTACT SGT DAVID FINAZZO AT 313.943.2998 WITH ANY  
 QUESTIONS REGARDING THIS PO.

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) to signup for this service.

**TOTAL AMOUNT**

**\$681,315.00**

Send Original Invoice to:  
[ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us) OR Mail to:  
 DEARBORN ADMINISTRATIVE CENTER  
 ACCOUNTS PAYABLE  
 16901 MICHIGAN AVENUE, SUITE 2  
 DEARBORN, MI 48126-2899  
 MI TAX EXEMPT I.D. 38-6004605

  
 Mark Rozinsky, Purchasing Manager



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 090675**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** SIGNATURE FORD-LINCOLN  
**ADDRESS:** 1960 EAST MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 CENTRAL GARAGE  
 2650 GREENFIELD  
 DEARBORN, MI 48120-1318

**DELIVERY BY:** 11/30/2015

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30		C.R.10-542-15	DESTINATION-PREPAID	RAE TOWNSEL	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	2.00/ EA	2015 FORD TAURUS SE MODEL FWD 2015 TAURUS SE MODEL FWD 4 DOOR SEDAN LARGE ADMIN SERIES MI SPEC#3905-0003 OPTIONS:ALL WEATHER FLOOR MATS EXTERIOR:VEH 1 BLACK (TUXEDO BLACK METALLIC) VEH 2 GRAY (MAGNETIC METALLIC) INTERIOR:BOTH VEHICLES DARKEST AVAILABLE		19,544.0000	39,088.00
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Contact Motor Transport at 313.943.2424 at least  
24 hours prior to delivery

The City's preferred payment method is ACH transfer. Contact Accounts Payable at: ap@ci.dearborn.mi.us to signup for this service.

**TOTAL AMOUNT**

**\$39,088.00**

Send Original Invoice to:  
 ap@ci.dearborn.mi.us OR Mail to:  
 DEARBORN ADMINISTRATIVE CENTER  
 ACCOUNTS PAYABLE  
 16901 MICHIGAN AVENUE, SUITE 2  
 DEARBORN, MI 48126-2899  
 MI TAX EXEMPT I.D. 38-6004605

Purchasing Agent



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 099922**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** SIGNATURE FORD-LINCOLN  
**ADDRESS:** 1960 EAST MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 12/01/2020

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30		4-163-21	DESTINATION-PREPAID	THEODORE KERANEN	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER	UNIT COST	EXTENDED COST	
1	11.00/ EA	2020 POLICE UTILITY INTERCEPTOR PATROL VEHICLE 3.3L V6 AWD 10SPD AUTO TRANS, STANDARD POLICE PACKAGE TO INCLUDE THE FOLLOWING OPTIONS: DUEL LED SPOTLIGHTS, REARVIEW CAMERA, CARGO DOME LIGHT, DR LOCK PLUNGER/ REAR DOOR CONTROLS INOP, FRONT SEAT DRIVER 6 WAY POWER SEAT, REVERSE SENSING, PREP FRONT HEAD LIGHTS FOR LED LIGHTING, DARK CAR FEATURE, ****FLEET KEY 1284X**** EXTERICR AND INTERIOR: BLACK	33,019.0000	363,209.00	
2	1.00/ EA	2021 POLICE UTILITY INTERCEPTOR K9 PATROL VEHICLE 3.3L V6 AWD 10SPD AUTO TRANS, STANDARD POLICE PACKAGE TO INCLUDE THE FOLLOWING OPTIONS: DUEL LED SPOTLIGHTS, REARVIEW CAMERA, CARGO DOME LIGHT, DR LOCK PLUNGER/ REAR DOOR CONTROLS INOP, FRONT SEAT DRIVER 6 WAY POWER SEAT, REVERSE SENSING, PREP FRONT HEAD LIGHTS FOR LED LIGHTING, DARK CAR FEATURE ****FLEET KEY 1284X**** EXTERIOR AND INTERIOR: BLACK, TWO KEY FOBS ****REAR A/C AND HEAT- PREP FOR K9 VEHICLE*****	33,919.0000	33,919.00	

PRICING PER ITB-138048-VEHICLE BID  
 CONTACT DAVID FINAZZO AT 313.943.2998 WITH ANY  
 QUESTIONS OR CONCERNS REGARDING THIS ORDER



**CITY OF DEARBORN**  
**Purchasing Division**  
**16901 Michigan Avenue, Suite 2**  
**Dearborn, MI 48126**  
**(313) 943-2375**

**P.O. # 103150**  
**DATE: 12/26/2024**

**CONTACT:** BILL CAMPBELL  
**VENDOR:** SIGNATURE FORD-LINCOLN  
**ADDRESS:** 1960 EAST MAIN ST  
 OWOSSO, MI 48867

**SHIP TO:** City of Dearborn  
 POLICE DEPARTMENT  
 NEAR GREENFIELD  
 16099 MICHIGAN AVENUE  
 DEARBORN, MI 48126

**DELIVERY BY:** 06/20/2023

*The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence*

PAYMENT TERMS		COUNCIL RESOLUTION	FOB	AUTHORIZED BY	
0.00% / 0 Net 30			DESTINATION-PREPAID	JAY ANDREWS	
ITEM #	QUANTITY/ UNIT	DESCRIPTION PART NUMBER		UNIT COST	EXTENDED COST

1	2.00/ EA	FY23 FORD F150 POLICE RESPONDERS ****IF POSSIBLE BOTH RESPONDERS KEYED ALIKE WITH FLEET KEY 1284X**** IF NOT POSSIBLE, 4 KEY FOBS INCLUDE THE FOLLOWING OPTIONS IF POSSIBLE ON BOTH RESPONDERS: DUAL LED SPOTLIGHTS, REAR CAMERA, DR LOCK PLUNGER/ REAR DOOR CONTROLS INOP, FRONT SEAT DRV 6 WAY POWER SEAT, REVERSE SENSING, PREP FRONT HEADLIGHTS FOR LED LIGHTING, DARK CAR FEATURE EXTERIOR COLOR: BOTH RESPONDERS AGATE BLACK (COLOR MAY CHANGE WITH AVAILABILITY) INTERIOR COLOR: BLACK		45,364.0000	90,728.00
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SIGNATURE PROVIDED CONTRACT PRICING PER  
 CONTRACT: MACOMB #21-18 P.2 ALTERNATE, QUOTE DATED  
 SEPTEMBER 14, 2022.  
 CONTACT SGT DAVID FINAZZO AT 313.943.2998 WITH  
 ANY QUESTIONS REGARDING THIS PO

Accepted 02/04/2025 OTC  
by Megan Lizbinski

CITY CLERK, DEARBORN MI  
2025 FEB 4 PM 3:52

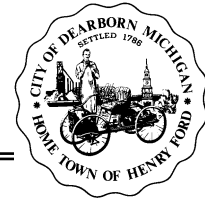
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## OFFICE OF THE 34<sup>TH</sup> CITY COUNCIL

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### **IMMEDIATE EFFECT**

**To:** City Clerk  
**From:** City Council  
**Date:** February 10, 2025  
**Subject:** Council Acknowledgment- Martin Zbosnik

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The 34th City Council extends its heartfelt appreciation to Martin Zbosnik, who has diligently served as theater manager for over 18 years. Martin's unwavering dedication to the Parks and Recreation Department has significantly contributed to the flourishing arts and entertainment scene in Dearborn. We gratefully acknowledge his role in the numerous successful events at the Ford Community and Performing Arts Center, events that could not have thrived without his passion and commitment.

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

A handwritten signature in blue ink, appearing to read "Leslie C. Herrick".

**Leslie C. Herrick**  
**Council President Pro Tem**



**EXECUTIVE SUMMARY AND MEMORANDUM**

**REQUEST:** Request to accept and recognize a \$200K grant from the Michigan Department of Transportation's (MDOT) Shared Streets and Spaces Fund to support a feasibility analysis and implementation of a MoGo bike share system expansion in Dearborn; to authorize the Mayor to execute the grant agreement; and further to authorize the appropriation of the grant within the Economic Development Department, account 101-6100-330.04-30 to be utilized toward eligible grant activities.

**DEPARTMENT:** Economic Development

**BRIEF DESCRIPTION:** The Economic Development Department applied for funding through MDOT's Shared Streets and Spaces Fund to build on the work of our Transportation Equity Study in Dearborn's South End. This grant gives us the opportunity to evaluate the feasibility of expanding the Detroit-based, but regional in scale, MoGo bike share program into Dearborn, focusing on connections between Dearborn and Detroit's complementary neighborhoods and business districts (such as Warren Ave/Warrendale, and South End/Southwest Detroit), as well as with the Joe Louis Greenway, which has trailheads on Warren Avenue and in Patton Park, creating key nodes for Warren Avenue and Dix-Vernor in Dearborn. The funding must be expended by December 31, 2026 and gives us the opportunity to evaluate the feasibility of this expansion before moving forward. The grant also covers implementation costs. This request would enable us to accept and utilize the grant toward these purposes.

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**PRIOR COUNCIL ACTION:**

NA

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**BACKGROUND:**

MDOT provided the Shared Streets and Spaces funding opportunity to assist communities in investments toward pedestrian safety and multimodal transportation projects. The grant aligns well with our Multimodal Transportation Plan's goals as well as our ongoing Master Land Use Plan update and Transportation Equity Study. MoGo started in 2015 after three years of planning and preparation incubated in Wayne State University. It has since grown into a sustainable, successful, and highly functional bike share nonprofit with services in more than a dozen Detroit neighborhoods emanating from downtown Detroit, as well as 5 other neighboring cities. MoGo has thrived by addressing key concerns and success factors for a bike share system, such as developing and maintaining systems that ensure ease of use, proper safety and storage of bicycles, and inclusion measures such as affordable access passes and adaptive vehicles. They have a strong operational and financial base and create opportunities for cities such as Dearborn to participate via sponsorship and other opportunities to reduce or eliminate cost to the community.

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## **EXECUTIVE SUMMARY AND MEMORANDUM**

a strong operational and financial base and create opportunities for cities such as Dearborn to participate via sponsorship and other opportunities to reduce or eliminate cost to the community.

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### **FISCAL IMPACT:**

None.

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### **COMMUNITY IMPACT:**

The potential expansion of a reliable, high quality bike share program into Dearborn would provide additional opportunities for South End and East Dearborn residents to travel to and through their neighborhoods as well as other parts of Dearborn, as well as enable Dearborn to tap into the renowned Joe Louis Greenway multimodal network.

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### **IMPLEMENTATION TIMELINE:**

Funding must be expended by December 31, 2026.

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### **COMPLIANCE/PERFORMANCE METRICS:**

The Economic Development Department will ensure compliance with the terms of the MDOT grant.



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

**TO:** City Council  
**FROM:** Jordan Twardy, Director of Economic Development  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** MDOT Shared Streets and Spaces Grant  
**DATE:** February 25, 2025 (February 20, 2025 COW)

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### **Budget Information**

Adopted Budget: NA

Amended Budget: NA

Requested Amount: NA

Funding Source: NA

Supplemental Budget: NA

### **Summary of Request**

Request to accept and recognize a \$200K grant from the Michigan Department of Transportation's (MDOT) Shared Streets and Spaces Fund to support a feasibility analysis and implementation of a MoGo bike share system expansion in Dearborn; to authorize the Mayor to execute the grant agreement; and further to authorize the appropriation of the grant within the Economic Development Department, account 101-6100-330.04-30 to be utilized toward eligible grant activities.

Immediate effect is requested.

### **Background and Justification**

The Economic Development Department applied for funding through MDOT's Shared Streets and Spaces Fund to build on the work of our Transportation Equity Study in Dearborn's South End. This grant gives us the opportunity to evaluate the feasibility of expanding the Detroit-based, but regional in scale, MoGo bike share program into Dearborn, focusing on connections between Dearborn and Detroit's complementary neighborhoods and business districts (such as Warren Ave/Warrendale, and South End/Southwest Detroit), as well as with the Joe Louis Greenway, which has trailheads on Warren Avenue and in Patton Park, creating key nodes for Warren Avenue and Dix-Vernor in Dearborn. The funding must be expended by December 31, 2026 and gives us the opportunity to evaluate the feasibility of this expansion before moving forward. The grant also covers implementation costs. This request would enable us to accept and utilize the grant toward these purposes.

MDOT provided the Shared Streets and Spaces funding opportunity to assist communities in investments toward pedestrian safety and multimodal transportation projects. The grant aligns well with our Multimodal Transportation Plan's goals as well as our ongoing Master Land Use Plan update and Transportation Equity Study. MoGo started in 2015 after three years of planning and preparation incubated in Wayne State University. It has since grown into a sustainable, successful, and highly functional bike share nonprofit with services in more than a dozen Detroit neighborhoods emanating from downtown Detroit, as well as 5 other neighboring cities. MoGo has thrived by addressing key concerns and success factors for a bike share system, such as developing and maintaining systems that ensure ease of use, proper safety and storage of bicycles, and inclusion measures such as affordable access passes and adaptive vehicles.



**ECONOMIC  
DEVELOPMENT**

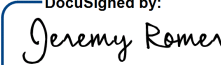
## **EXECUTIVE SUMMARY AND MEMORANDUM**

They have a strong operational and financial base and create opportunities for cities such as Dearborn to participate via sponsorship and other opportunities to reduce or eliminate cost to the community.

MoGo started in 2015 after three years of planning and preparation incubated in Wayne State University. It has since grown into a sustainable, successful, and highly functional bike share nonprofit with services in more than a dozen Detroit neighborhoods emanating from downtown Detroit, as well as 5 other neighboring cities. MoGo has thrived by addressing key concerns and success factors for a bike share system, such as developing and maintaining systems that ensure ease of use, proper safety and storage of bicycles, and inclusion measures such as affordable access passes and adaptive vehicles. They have a strong operational and financial base and create opportunities for cities such as Dearborn to participate via sponsorship and other opportunities to reduce or eliminate cost to the community.

### **Signature Page**

DocuSigned by:  
  
1C7ADC7466A843C...  
**Jordan Twardy**  
Economic Development Director

DocuSigned by:  
  
E7A573BA25E3460...  
**Jeremy Romer**  
Corporation Counsel

DocuSigned by:  
  
F77919D1421447F...  
**Michael Kennedy**  
Finance Director/Treasurer 

SSSG  
NON FED

	COM	
Control Section		SSSG 82000
Job Number		222909CON
Contract No.		25-5004

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF DEARBORN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Dearborn, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated January 22, 2025, attached hereto and made a part hereof:

MoGo bike share system expansion along West Warren Avenue at Lonyo Street and Oakman Boulevard, near Lapeer Park, along Vernor Highway at Dix Avenue and near the Ford Rouge Complex; including the purchase MoGo stations with amenities and placement within city right-of-way; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Shared Streets and Spaces Fund, hereinafter referred to as "SSSG FUNDS," qualifies for funding pursuant to PA 119, Article 15, Section 1004(1)(c); Public Act of 2023 and PA 121, Article 15, Section 1105(d); Public Act of 2024, as amended, and is categorized as:

**SSSG FUNDED PROJECT**

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

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

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

07/2024 TEDSSSG.FOR 1/22/25

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

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

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

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT may make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been prepared in compliance with applicable State laws, standards, and regulations.
- C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures, when applicable, are to be followed by the

07/2024 TEDSSSG.FOR 1/22/25

REQUESTING PARTY and shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.

Upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

- D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

- E. All work in connection with the PROJECT shall be performed in conformance with the REQUESTING PARTY'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. Any changes in the scope of work for the PROJECT will require written approval by the DEPARTMENT.
- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project manager who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. Should the REQUESTING PARTY elect to use a contractor to construct the PROJECT, the REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:
- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
  - (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
  - (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in part by contributions by SSSG FUNDS FUNDS. SSSG FUNDS shall be applied to the eligible items of the PROJECT COST up to an amount not to exceed the lesser of: (1) 100 percent of the final PROJECT COST, or (2) \$200,000 the grant amount. The balance, if any, of the PROJECT COST, after deduction of SSSG FUNDS FUNDS, is the sole responsibility of the REQUESTING PARTY.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with SSSG FUNDS and will be required to repay any SSSG FUNDS it received in excess of 100 percent of the total of such costs.

The REQUESTING PARTY shall provide digital photographs and a narrative description of the completed PROJECT along with the Final Cost Certification form. The narrative description shall be in a form established by the DEPARTMENT and shall describe expected benefits and impact of the PROJECT on the community being served. If the DEPARTMENT does not receive  
07/2024 TEDSSSG.FOR 1/22/25



the Final Cost Certification form with the required photographs and narrative from the REQUESTING PARTY within three (3) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto or December 31, 2026, whichever earlier, the DEPARTMENT may require repayment of full amount of the SSSG FUNDS.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

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

The REQUESTING PARTY, within three (3) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of PROJECT costs to the DEPARTMENT and certify that the PROJECT has been completed in accordance with the PROJECT plans, specifications, and contract.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit  
07/2024 TEDSSSG.FOR 1/22/25

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, State and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Michigan Department of Environment, Great Lakes, and Energy, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

07/2024 TEDSSSG.FOR 1/22/25

8. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant #7265 shall be forfeited back to the DEPARTMENT.

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

10. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

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

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

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

11. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such

07/2024 TEDSSSG.FOR 1/22/25

highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

12. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable. Any changes in the scope of work for the PROJECT will require written approval by the DEPARTMENT.

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

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

14. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

15. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

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

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

CITY OF DEARBORN

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
*for* Department Director MDOT

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



January 22, 2025

EXHIBIT I

CONTROL SECTION          SSSG 82000  
JOB NUMBER                222909CON

ESTIMATED COST

Estimated PROJECT COST  
Contracted Work    \$200,000

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST                                        \$200,000  
Less SSSG FUNDS\*    \$200,000  
BALANCE (REQUESTING PARTY'S SHARE)                                \$        0

NO DEPOSIT

\*SSSG FUNDS for the PROJECT are limited to an amount as described in Section 5.

## **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





## EXECUTIVE SUMMARY AND MEMORANDUM

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**REQUEST:** Authorization for the Finance Director to recognize and appropriate \$11,500 in donations towards Bet on Dearborn Resource EXPO event expenditures to the Economic Development Department.

Requesting immediate effect

**DEPARTMENT:** Economic Development

**BRIEF DESCRIPTION:** The Economic Development Department received donations totalling \$11,500.00 from The American Arab Chamber of Commerce, CommonWealth Group, ACCESS, Goldman Sachs 10,000 Small Businesses, and the Michigan Economic Development Corporation towards the Bet on Dearborn Resource EXPO. It is respectfully requested that the Finance Director be authorized to recognize and appropriate the donation for the Bet on Dearborn Resource EXPO event expenditures.

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** The Economic Development Department's second annual Bet on Dearborn Resource Expo (formerly the Entrepreneur EXPO) took place in 2024, featuring over 45 vendors. These included city teams, non-profits, community organizations, chambers of commerce, and resource providers, all connecting to empower small businesses by showcasing their services, products, resources, and networking opportunities.

The event featured workshops, a local business panel, one-on-one consultations, a youth hub, and networking opportunities with city teams. This year's event will maintain the same vendor count and structure, while adding another panel workshop, a showcase, and an opening reception.

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**FISCAL IMPACT:** This donation increases the available funds for programming of the Bet on Dearborn Resource EXPO.

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**COMMUNITY IMPACT:**

- Fosters stronger partnerships and collaboration among organizations dedicated to Dearborn's economic growth.
- Provides resources and opportunities for aspiring and established business owners and entrepreneurs
- Showcases and supports Dearborn businesses.



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

---

- Promotes community engagement and participation, including involvement from surrounding areas, positioning Dearborn as a destination that fosters entrepreneurship

---

**IMPLEMENTATION TIMELINE:** Requesting immediate effect, as the Bet on Dearborn Resource Expo takes place on May 13 and 14, 2025

---

### **COMPLIANCE/PERFORMANCE METRICS:**

Event attendance will be tracked via registration platforms (e.g., Eventbrite) and compared against on-site counts. A voluntary on-site survey will collect attendee data, including business model statistics, and growth resources needed. Donations and in-kind partnerships will be tracked, along with vendor and attendee feedback on event helpfulness and key elements. This data will inform future resources, events, programs, and community connections.



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**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 \$11,500 in donations towards Bet on Dearborn Resource EXPO event expenditures to the Economic Development Department.

**DATE:** February, 7th, 2025

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### **Budget Information**

Adopted Budget: \$0

Amended Budget: \$0

Requested Amount: \$11,500.00

Funding Source: Economic Development Department,  
Miscellaneous Revenues, Contributions, Donations from Priv  
Source

Supplemental Budget: N/A

### **Summary of Request**

The Economic Development Department received donations totalling \$11,500.00 from The American Arab Chamber of Commerce, Commonwealth Group, ACCESS, Goldman Sachs 10,000 Small Businesses, and the Michigan Economic Development Corporation towards the Bet on Dearborn Resource Expo.

It is respectfully requested that the Finance Director be authorized to recognize and appropriate the donation for the Bet on Dearborn Resource EXPO event expenditures to the Economic Development Department.

This donation increases the available funds for programming of the Bet on Dearborn Resource EXPO.

Immediate effect is requested.



### **Background and Justification**

The Bet on Dearborn Resource EXPO is an event dedicated to provide resources and opportunities for aspiring and established business owners and entrepreneurs. It also fosters stronger partnerships and collaboration among organizations dedicated to Dearborn's economic growth and promotes community engagement and participation, including involvement from surrounding areas, positing Dearborn as a destination that foster entrepreneurship.

The Economic Development Department's second annual Bet on Dearborn Resource Expo (formerly the Entrepreneur EXPO) took place in 2024, featuring over 45 vendors. These included city teams, non-profits, community organizations, chambers of commerce, and resource providers, all connecting to empower small businesses by showcasing their services, products, resources, and networking opportunities.

The event featured workshops, a local business panel, one-on-one consultations, a youth hub, and networking opportunities with city teams. This year's event, taking place on May 13 and 14, 2025, will maintain the same vendor count and structure, while adding another panel workshop, a showcase, and an opening reception.

Donations have been sought in order to increase programming activities for the EXPO, and the \$11,500 in donations will contribute to a vibrant atmosphere for event participants and collaborators.



# EXECUTIVE SUMMARY AND MEMORANDUM

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## 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 AND MEMORANDUM

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**REQUEST:** Waive certain regulations found within the City's Code of Ordinances and Zoning Ordinance to expand outdoor dining and hours of operation for certain businesses during the Ramadan season through March 31, 2025.

Requesting immediate effect

**DEPARTMENT:** Economic Development

**BRIEF DESCRIPTION:** Modifications needed to certain ordinance provisions in order to allow existing brick and mortar restaurants to expand hours of operation and/or provide outdoor seating during the Ramadan season through March 31, 2025. The Economic Development Department will coordinate the enforcement of life and safety concerns, particularly those oriented to emergency and pedestrian access.

---

**PRIOR COUNCIL ACTION:** Yearly since 2022, City Council adopted this measure to promote brick and mortar restaurants and expand hours of operation and/or provide outdoor seating during Ramadan. City Council waived by resolution certain regulations found within the City's Code of Ordinances and Zoning Ordinance that govern outdoor dining and hours of operation for certain businesses to support this effort.

---

**BACKGROUND:** Per ordinance, permitted temporary/seasonal outdoor seating may operate between April 15th and November 15th and generally, no later than 10 p.m. or 12:00 a.m., depending on the zoning district and type of business.

To support brick and mortar businesses in providing outdoor seating during Ramadan (February 28, 2025, to March 31, 2025), City Council may temporarily modify the ordinance by expanding the outdoor dining timeframe and hours of operation for businesses.

The following modifications are requested:

- **Dearborn Zoning Ordinance Section 7.02W – Outdoor Dining**
  - *Currently permitted dates:* April 15 - November 15
  - *Requested dates:* February 28 - November 15
- **Dearborn Zoning Ordinance Section 7.02W - Outdoor Dining**
  - *Currently permitted hours:*
    - 7:00 a.m. to 10:00 p.m. in the BA, BB, and BC zoning districts
    - 7:00 a.m. to 12:00 a.m. in the BD and WD zoning districts
  - *Requested modified hours (Ramadan Only):* 7:00 a.m. - 3:00 a.m from February 28, 2025 to March 31, 2025 in the BA, BB, BC, DB, and WD zoning districts



## EXECUTIVE SUMMARY AND MEMORANDUM

---

- Dearborn Code of Ordinances Section 12-81: Hours of Operation - Licensing for Coffeehouses, card rooms, and athletic clubs
  - *Current hours of operation:* 7:00 a.m. - 2:00 a.m.
  - *Requested modified hours (Ramadan only):* 7:00 a.m. - 3:00 a.m from February 28, 2025 to March 31, 2025
- Dearborn Code of Ordinances Section 12-1231 - Hours of Operation - Licensing for Smoking Lounges
  - *Current hours of operation:* 10:00 a.m. to 2:00 a.m.
  - *Requested modified hours (Ramadan only):* 10:00 a.m. - 3:00 a.m from February 28, 2025 to March 31, 2025

In compliance with the current permitting requirements and processes, all applicants will need to submit a copy of their site plans. The Economic Development Department will enforce any code violations that are contrary to the originally submitted site plan.

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**FISCAL IMPACT:** Negligible. Only revenue generated would be from any tent and/or electrical permits issued.

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**COMMUNITY IMPACT:** Allows the community to celebrate Ramadan in traditional fashion by allowing for evening gatherings over meals.

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**IMPLEMENTATION TIMELINE:** A request is made to extend the temporary outdoor dining operating timeframe from February 28, 2024, to November 15, 2024.

Additionally, a modification to the permitted hours of operation is requested, extending them to 3:00 a.m from February 28, 2025, to March 31, 2025.

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### COMPLIANCE/PERFORMANCE METRICS:

The Economic Development Department will track applications and provide metrics as to application intake, processing times, and outcomes.



## **EXECUTIVE SUMMARY AND MEMORANDUM**

---

**TO:** City Council

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

**VIA:** Jordan Twardy, Director, Economic Development

**SUBJECT:** Waive certain regulations found within the City's Code of Ordinances and Zoning Ordinance to expand outdoor dining and hours of operation for certain businesses during the month of Ramadan

**DATE:** February, 25th, 2025 (February 20, 2025 COW)

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### **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**

Modifications needed to certain ordinance provisions in order to allow existing brick and mortar restaurants to expand hours of operation and/or provide outdoor seating during Ramadan. The Economic Development Department will coordinate the enforcement of life and safety concerns, particularly those oriented to emergency and pedestrian access.

Immediate effect is requested.

### **Background and Justification**

Per ordinance, permitted temporary/seasonal outdoor seating may operate between April 15th and November 15th and generally, no later than 10 p.m. or 12:00 a.m., depending on the zoning district and type of business.

To support brick and mortar businesses in providing outdoor seating during Ramadan (February 28, 2025, to March 31, 2025), City Council may temporarily modify the ordinance by expanding the outdoor dining timeframe and hours of operation for businesses.





## EXECUTIVE SUMMARY AND MEMORANDUM

---

The following modifications are requested:

- **Dearborn Zoning Ordinance Section 7.02W – Outdoor Dining**
  - *Currently permitted dates:* April 15-November 15
  - *Requested dates:* February 28 - November 15
- **Dearborn Zoning Ordinance Section 7.02W - Outdoor Dining**
  - *Currently permitted hours:*
    - 7:00 a.m. to 10:00 p.m. in the BA, BB, and BC zoning districts
    - 7:00 a.m. to 12:00 a.m. in the BD and WD zoning districts
  - *Requested modified hours (Ramadan Only):* 7:00 a.m. - 3:00 a.m from February 28, 2025 to March 31, 2025 in the BA, BB, BC, DB, and WD zoning districts
- **Dearborn Code or Ordinances Section 12-81: Hours of Operation - Licensing for Coffeehouses, card rooms, and athletic clubs**
  - *Current hours of operation:* 7:00 a.m. - 2:00 a.m.
  - *Requested modified hours (Ramadan only):* 7:00 a.m. - 3:00 a.m from February 28, 2025 to March 31, 2025
- **Dearborn Code of Ordinances Section 12-1231 - Hours of Operation - Licensing for Smoking Lounges**
  - *Current hours of operation:* 10:00 a.m. to 2:00 a.m.
  - *Requested modified hours (Ramadan only):* 10:00 a.m. - 3:00 a.m from February 28, 2025 to March 31, 2025

In compliance with the current permitting requirements and processes, all applicants will need to submit a copy of their site plans. The Economic Development Department will enforce any code violations that are contrary to the originally submitted site plan.



## Signature Page

### Prepared By:

DocuSigned by:  
*Laura Aceves-Sanchez*  
D4E839D504AA420...

**Laura Aceves-Sanchez, Economic Vitality Manager**

### Department Approval:

DocuSigned by:  
*Jordan Twardy*  
1C7ADC7466A843C...

**Jordan Twardy, Economic Development Director**

### Corporation Counsel Approval:

DocuSigned by:  
*Jeremy Romer*  
E7A573BA25E3460...

**Jeremy J Romer, Corporation Counsel**



# LAW

## EXECUTIVE SUMMARY AND MEMORANDUM

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**REQUEST: Amend the City’s Noncommercial Soliciting Ordinance – Chapter 12, Article VII, Division 3 of the Code of Ordinances**

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**DEPARTMENT:** Law

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**BRIEF DESCRIPTION:**

The City currently requires individuals engaged in "non-commercial soliciting" – which is defined as going house-to-house to solicit money; sell merchandise for a religious, political, or charitable beliefs; or espouses charitable beliefs – to obtain a permit, carry an identification card, and follow other time, place, and manner restrictions. (Secs. 12-296, 12-297, 12-300, 12-301, and 12-302).

The proposed amendments remove the permit and identification requirement for this type of activity to conform to U.S. Supreme Court precedent regarding the First Amendment and protected speech.

---

**PRIOR COUNCIL ACTION:**

Applicable ordinance sections were last amended in 2004 and 2007.

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**BACKGROUND:**

Under current U.S. Supreme Court precedent, the current permit and identification requirements conflict with the First Amendment. The proposed revisions would eliminate those requirements for noncommercial solicitation only. Restrictions regarding time and the posting of "no soliciting" signs would remain.

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**FISCAL IMPACT:**

No fiscal impact because, according to the Clerk’s Office, a permit under this ordinance provision has never been issued.

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**COMMUNITY IMPACT:**

Will allow non-commercial soliciting without a permit. However, safeguards will remain in place such as time restrictions and the enforcement of "no solicitation" signs.

---

**IMPLEMENTATION TIMELINE:**

This is an ordinance amendment and requires two readings to go into effect.

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**COMPLIANCE/PERFORMANCE METRICS:**

N/A



**TO:** City Council

**FROM:** Corporation Counsel

**VIA:** Mayor Abdullah H. Hammoud

**SUBJECT:** Amendments to City's Noncommercial Soliciting Ordinance (Code of Ordinances)

**DATE:** February 7, 2025

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### **Summary of Request**

The City's Noncommercial Soliciting Ordinance, located at Chapter 12, Article VII, Division 3 of the Code of Ordinances, was last amended in 2004 and 2007, respectively. It requires a permit and identification card for any person that seeks to engage in political, religious or charitable noncommercial soliciting. (Secs. 12-297 and 12-300).

The proposed amendments to the Ordinance are being made to conform with court decisions regarding time, place, and manner restrictions on the right to free speech under the First Amendment. The City cannot require a permit or license when the solicitation is for political, religious or charitable purposes. Such a requirement has been expressly deemed an unconstitutional restriction on activity protected by the First Amendment in *Watchtower Bible & Tract Soc'y of NY, Inc. v. Vill. of Stratton*, 536 U.S. 150 (2002) (prohibiting a permit requirement for religious solicitation). Additionally, the City cannot require noncommercial solicitors to display identification or name badges. See *Buckly v. Am. Constitutional Law Found.*, 525 U.S. 182 (1999) (prohibiting a name badge requirement for political canvassers).

The following amendments are being proposed:

- Eliminate Sec. 12-297, Sec. 12-298, Sec. 12-299, 12-300, and 12-303 to remove permit requirements.
- Amend Sec. 12-301 to remove the requirement for a valid permit.

Despite the removal of the permit and identification requirements, non-commercial solicitors would still have to follow the time, place, and manner restrictions currently found in the ordinance. These include restrictions that prohibit soliciting between the hours of 9 pm and 9 am (Sec. 12-301), and a prohibit solicitation at premises with a "no soliciting" or similar notice posted.

Violation of the ordinance is punishable as a misdemeanor. (Sec. 1-9).

Adoption of the proposed ordinance amendments is recommended.



**LAW**

## EXECUTIVE SUMMARY AND MEMORANDUM

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Respectfully submitted,

*Gopi P. Patel*

GOPI P. PATEL

Assistant Corporation Counsel

APPROVAL:

*Jeremy J. Romer*

JEREMY J. ROMER

Corporation Counsel

ORDINANCE NO. 25-\_\_\_\_\_

AN ORDINANCE TO AMEND CHAPTER 12, ARTICLE VII,  
DIVISION 3 OF THE CITY OF DEARBORN CODE OF  
ORDINANCES, ENTITLED "NONCOMMERCIAL SOLICITING"

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 12, Article VII, Division 3 to read as follows:

ARTICLE VIII. - SOLICITING AND CANVASSING

DIVISION 3. - NONCOMMERCIAL SOLICITING

Sec. 12-296. - Definition.

For the purpose of this division, "religious, political or charitable soliciting" shall consist of any person or group, whether a resident of the city or not, who, by going house to house without invitation, solicits money; sells any merchandise for religious, political or charitable beliefs or espouses charitable beliefs; and solicits a donation to further such beliefs.

(Ord. No. 88-416, § 2, 5-3-88; Ord. No. 04-1005, 6-15-04; Amend. of 5-25-07)

Cross reference— Definitions and rules of construction generally, § 1-2.

~~Sec. 12-297.—Permit required.~~

~~—It shall be unlawful for any person to engage in political, religious or charitable soliciting without first obtaining a permit in compliance with the provisions of this division. Such permit shall be applied for and administered pursuant to the rules and regulations of the city police department and the provisions of this division.~~

~~(Ord. No. 88-416, § 1, 5-3-88; Ord. No. 04-1005, 6-15-04; Amend. of 5-25-07)~~

~~Sec. 12-298.—Application for permit.~~

~~—Any person desiring a permit under the provisions of this division shall make application to the police department on forms provided by the department.~~

~~(Ord. No. 88-416, § 4, 5-3-88; Ord. No. 04-1005, 6-15-04; Amend. of 5-25-07)~~

~~Sec. 12-299. — Expiration of permit.~~

~~—All religious, political and charitable soliciting permits issued under the provisions of this division shall expire 30 days after the issuance of such permit unless an expiration date is expressly noted on the permit. No permit issued under this division shall exceed a period of 60 days.~~

~~(Ord. No. 88-416, § 5, 5-3-88; Ord. No. 04-1005, 6-15-04)~~

~~Sec. 12-300. — Identification card.~~

~~—Every solicitor of the permit holder shall display on his person an identification card at all times while soliciting or canvassing within the city. Such identification card shall be issued by the police department. A reasonable fee shall be charged by the police department to cover the cost of issuing identification cards to all solicitors and canvassers included in the group permit.~~

~~(Ord. No. 88-416, § 6, 5-3-88; Ord. No. 04-1005, 6-15-04)~~

Sec. 12-301. - Hours of operation.

A solicitor ~~with a valid permit~~, or a canvasser shall not solicit or canvass between the hours of 9:00 p.m. and 9:00 a.m.

(Ord. No. 88-416, § 7, 5-3-88; Ord. No. 04-1005, 6-15-04)

Sec. 12-302. - Access to premises restricted.

It shall be unlawful for any person to solicit or canvass for religious, political, charitable or public interest reasons upon any premises if requested by anyone in control of the premises not to do so, or if there is placed on such premises in a conspicuous position near the entrance thereof a sign bearing the words "No Soliciting," "No Peddlers or Agents," "No Canvassing," "No Agents" or any similar notice indicating, in any manner, that the occupants of such premises do not desire to have solicitors or canvassers call upon them.

(Ord. No. 88-416, § 8, 5-3-88; Ord. No. 04-1005, 6-15-04)

~~Sec. 12-303.—Revocation of permit.~~

~~—In addition to any penalties prescribed pursuant to this division, for any violation of this division, duly adopted rules or regulations of the police department regarding this division, committed within a police officer's presence or based on a police officer's knowledge and belief, a police officer may suspend an individual's soliciting privileges by confiscating his solicitation identification card pending a judicial determination of any division violation.~~

~~(Ord. No. 88-416, § 9, 5-3-88; Ord. No. 04-1005, 6-15-04)~~

Secs. 12-304—~~12-323~~. - Reserved.



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# OFFICE OF THE MAYOR

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**TO: CITY COUNCIL**

**FROM: MAYOR ABDULLAH H. HAMMOUD**

**SUBJECT: NEW APPOINTMENT - WARREN BUSINESS DISTRICT AUTHORITY**

**DATE: FEBRUARY 13, 2025**

Pursuant to Public Act 57 of 2018 and City Council Resolution Number 2-70-11, the Mayor shall appoint members to the Warren Business District Authority, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

**Name:** Ahmad Alhasan

**Status:** New Appointment

**Filling a Vacancy for:** Abbas Ammar, resigned Vice Chair on January 28, 2025, business owner of Al Ameer Restaurant.

**Term Duration:** 3 Years

**Current Term Ending:** June 30, 2026 (1 year term to fill-in Abbas Ammar's vacancy and to complete Abbas Ammar's term)

**Type of Membership:** Business

**Name of Business:** Shop Nice Price

**Business Address:** 10540 Warren Ave, Dearborn, MI 48126

**Attendance:** N/A

**Phone:** (586) 344-9389

**Email:** [ahmad@shopniceprice.com](mailto:ahmad@shopniceprice.com)

**Mailing Address:** 42448 Beechwood Drive, Sterling Heights, MI 48314

Respectfully submitted,

Abdullah H. Hammoud  
Mayor

cc: Economic Development Department  
cc: Law Department

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# OFFICE OF THE MAYOR

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**TO: CITY COUNCIL**

**FROM: MAYOR ABDULLAH H. HAMMOUD**

**SUBJECT: NEW APPOINTMENT - WARREN BUSINESS DISTRICT AUTHORITY**

**DATE: FEBRUARY 13, 2025**

I hereby certify that the following appointment has been made to the Warren Business District Authority, in accordance with Public Act 57 of 2018 and City Council Resolution Number 2-70-11.

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

**Name:** Ahmad Alhasan

**Status:** New Appointment

**Filling a Vacancy for:** Abbas Ammar, resigned Vice Chair on January 28, 2025, business owner of Al Ameer Restaurant.

**Term Duration:** 3 Years

**Current Term Ending:** June 30, 2026 (1 year term to fill-in Abbas Ammar's vacancy and to complete Abbas Ammar's term)

**Type of Membership:** Business

**Name of Business:** Shop Nice Price

**Business Address:** 10540 Warren Ave, Dearborn, MI 48126

**Attendance:** N/A

**Phone:** (586) 344-9389

**Email:** [ahmad@shopniceprice.com](mailto:ahmad@shopniceprice.com)

**Mailing Address:** 42448 Beechwood Drive, Sterling Heights, MI 48314

Respectfully submitted,

Abdullah H. Hammoud  
Mayor

cc: Economic Development Department  
cc: Law Department



## Dearborn Commissions Application

### Submission Date

January 29 2025

### First Name

Ahmad

### Last Name

Alhasan

### Phone

+15863449389

### Email

[ahmad@shopniceprice.com](mailto:ahmad@shopniceprice.com)

### Home Address

42448 Beechwood Dr, Sterling Heights, MI 48314, USA

### Years of Residency in Dearborn

5

### Occupation

Business Owner

### Company

Nice Price

### Length of Service

18

### Business Address

10540 W WARREN AVE

**Business Telephone Number**

3138430433

**Level of Education**

Master Degree

**Name of Educational Institution & Graduation Year**

Ahmad Al-Hasan

**Commissions & Boards**

Warren Business District Improvement Authority

**Why do you want to join this commission?**

I have Served on multiple business Districts' Boards including W Vernor Highway Business Improvement District and City of Hamtramck DDA and Currently serve as the Vice Chair of Southwest Detroit Business Association. I would like to join Warren Business District Improvement Authority to learn more about our business community and help in areas needed. Our Dearborn location is our largest and I would love to be able to contribute to our business district with serving on their District board. \*Please note I put 5 years of residency for our business as I live in Sterling Heights.

**Are you a veteran?**

No

**Which Branch Did You Serve?**

[ This question was not answered ]

**What Was Your Rank?**

[ This question was not answered ]

**Years of Service?**

[ This question was not answered ]

**Memberships, Civic Activities, and Awards Received**

Southwest Detroit Business Association, Board of Directors, Vice Chair W Vernor Business Improvement District, Past Board Chair City of Hamtramck DDA, Past Board Chair Jordanian American Heritage Association, Co-Founder and Member of the Board of Trustees Award: Arab American Foundation 40 under class of 2023 Award: Southwest Detroit Business Association, Business Development Award for 2023

**Do you Have a Resume?**

Yes

**Description of Professional History**

[ This question was not answered ]

**Resume**

DOC AHMAD  
ALHASAN\_...e.doc

Submitted on January 29 2025

Powered by  [monday.com](https://monday.com)

# AHMAD K. ALHASAN, MSA

42448 Beechwood Drive, Sterling Heights, MI 48314  
(586) 344 - 9389

[Ahmad@shopniceprice.com](mailto:Ahmad@shopniceprice.com)

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## EDUCATION:

### OAKLAND UNIVERSITY (Rochester, Michigan)

Master of Science in Accountancy (M.S.A)  
Bachelor of Science in Accounting

August, 2007  
December, 2005

## EXPERIENCE:

### NICE PRICE GROUP INC. (Dearborn, Michigan)

*Vice President - CFO*

October 2010 to Present

- Manage Public relations for the organization.
- Manage Marketing and Business Development.
- Oversee all contracts and agreements for the organization.
- Oversee the accounting department and ensure financial goals are met.
- Produce Financial Statements and Business projections.
- Perform feasibility studies for new locations.
- Create internal controls and ensure implementation.
- Oversee HR and handle employee concerns.
- Help build international relations with new vendors and suppliers.
- Manage the organizations community involvements and programs.

### IANNUZZI MANETTA & COMPANY, P.C. (Troy, Michigan)

*Senior Accountant / Auditor / Tax Compliance,*

January 2006 to October 2010

- Serve as auditor-in-charge of financial audits
- Execute analytical tests and utilize thresholds to scope audits/reviews
- Research FASB statements to determine proper treatment of audit issues
- Compile financial statements for clients including BS, P&L, CF, SE and all required GAAP disclosures
- Uncover internal control weaknesses in clients operating procedures and prepare assessment on management of business and risk
- Prepare necessary reports and statements for clients loan covenants and bonding capacity requirements
- Help clients plan and execute major fixed asset purchases including the forecast of depreciation expense and its affect on the income statement
- Prepare percent-of-completion calculations for construction clients involving accounting estimates and comparison of actual project revenue and cost to original and modified budgets
- Assist clients manage variable and fixed costs as a factor of revenue
- Perform annual tax provisions along with related federal, state and local estimated tax payments
- Administer correspondence on various tax audits initiated by state authority and U.S. Department of Treasury

## ORGANIZATIONS:

- Southwest Detroit Business Association, VICE CHAIR OF THE BOARD
- Hamtramck's Downtown Development Authority, PAST CHAIR
- Vernor and Springwells Business Improvement District PAST CHAIR, DIRECTOR
- The Jordanian American Heritage Association of Michigan (JAHA) CO-FOUNDER

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## OFFICE OF THE MAYOR

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**TO: CITY COUNCIL**

**FROM: MAYOR ABDULLAH H. HAMMOUD**

**SUBJECT: NEW APPOINTMENT - EAST DEARBORN DOWNTOWN DEVELOPMENT AUTHORITY**

**DATE: FEBRUARY 13, 2025**

Pursuant to State law, and in accordance with the provisions of the City of Dearborn Code of Ordinance Section 7-97, the Mayor shall appoint members on the East Dearborn Downtown Development Authority, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

**Name:** Rana Saad

**Business Name & Address:** Friendship Factory, 13939 Michigan Avenue, Dearborn, MI 48126

**Status:** New Appointment

**Filling a Vacancy for:** Carl Marusak, Business Owner of ACE Jewelers. Resigned on February 6, 2025 with term ending June 30, 2027

**Current Term Ending:** June 30, 2027

**Term Duration:** 4 Years

**Appointment Term Ending:** June 30, 2027 to complete Carl Marusak's term.

**Attendance:** N/A

**Phone:** (313) 676-9935

**Email:** [ranasaad5448@gmail.com](mailto:ranasaad5448@gmail.com)

**Mailing Address:** 321 Brentwood Drive, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud  
Mayor

cc: Economic Development  
cc: Law Department

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# OFFICE OF THE MAYOR

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**TO:** CITY CLERK

**FROM:** MAYOR ABDULLAH H. HAMMOUD

**SUBJECT:** NEW APPOINTMENT - EAST DEARBORN DOWNTOWN DEVELOPMENT AUTHORITY

**DATE:** FEBRUARY 13, 2025

I hereby certify that the following appointment has been made to the East Dearborn Downtown Development Authority Board of Directors in accordance with the provisions of the City of Dearborn Code of Ordinance Section 7-97.

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

**Name:** Rana Saad

**Business Name & Address:** Friendship Factory, 13939 Michigan Avenue, Dearborn, MI 48126

**Status:** New Appointment

**Filling a Vacancy for:** Carl Marusak, Business Owner of ACE Jewelers. Resigned on February 6, 2025 with term ending June 30, 2027

**Current Term Ending:** June 30, 2027

**Term Duration:** 4 Years

**Appointment Term Ending:** June 30, 2027 to complete Carl Marusak's term.

**Attendance:** N/A

**Phone:** (313) 676-9935

**Email:** [ranasaad5448@gmail.com](mailto:ranasaad5448@gmail.com)

**Mailing Address:** 321 Brentwood Drive, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud  
Mayor

cc: Economic Development  
cc: Law Department





# Dearborn Commissions Application

**Submission Date**

February 14 2025

**First Name**

Rana

**Last Name**

Saad

**Phone**

+13136769935

**Email**

[ranasaad5448@gmail.com](mailto:ranasaad5448@gmail.com)

**Home Address**

321 Brentwood Dr, Dearborn, MI 48124, USA

**Years of Residency in Dearborn**

36 years

**Occupation**

Teacher

**Company**

Dearborn public schools

**Length of Service**

12 years

**Business Address**

[ This question was not answered ]

**Business Telephone Number**

[ This question was not answered ]

**Level of Education**

Master Degree

**Name of Educational Institution & Graduation Year**

U of M Dearborn 2013

**Commissions & Boards**

East Dearborn Downtown Development Authority

**Why do you want to join this commission?**

I recently opened a business in East Dearborn and would love to be a part of developing the area. I have also been a resident of Dearborn my whole life and grew up in East Dearborn, so it holds a special place in my heart.

**Are you a veteran?**

No

**Which Branch Did You Serve?**

[ This question was not answered ]

**What Was Your Rank?**

[ This question was not answered ]

**Years of Service?**

[ This question was not answered ]

**Memberships, Civic Activities, and Awards Received**

[ This question was not answered ]

**Do you Have a Resume?**

Yes

**Description of Professional History**

[ This question was not answered ]

## Resume

PDF Rana\_Saad\_Resume.pdf

Submitted on February 14 2025

Powered by  **monday.com**

# RANA SAAD

## CONTACT



Dearborn, MI 48124



(313)676-9935



ranasaad5448@gmail.com



[Bold Profile](#)

## SKILLS

- Teacher Collaboration
- Classroom Instruction
- Progress Monitoring
- Diverse Classroom Settings

## CERTIFICATIONS

Early Childhood  
Elementary  
Math  
English as a Second Language

## LANGUAGES

Arabic

Native or Bilingual

Enthusiastic and creative individual with solid understanding of student development and learning styles. Possesses excellent communication and interpersonal skills and connects with students from diverse backgrounds. Experienced developing engaging lesson plans and assessments to measure student progress.

## WORK HISTORY

August 2023 - Current

**Title One Interventionist** *Dearborn Public Schools*, Dearborn, MI

- Gather, organize and analyze data on student needs and progress.
- Collaborate with teachers to assess needs, set objectives and discuss strategies.
- Develop interventions for students currently struggling or at risk of falling behind.
- Assess and document student progress with established goals.

September 2017 - May 2018

**Early Childhood Specialist** *Dearborn Public Schools*, Dearborn, MI

- Observed children to recognize and maintain strong awareness of developmental progress.
- Communicated respectfully and thoughtfully with parents and guardians by remaining sensitive to different families' cultures, values and needs.
- Developed level-appropriate lessons and activities to support skill-building needs.
- Built and maintained strong parent and student relationships.
- Assessed and analyzed data to identify students for intervention.
- Collaborated with teachers to set goals and monitor student progress.

January 2011 - August 2017

**Kindergarten Teacher** *Dearborn Public Schools*, Dearborn, MI

- Built positive relationships with students and families for safe, trusted learning support.
- Exercised good classroom management focused on positive behavior support by clearly articulating fair and consistent expectations along with appropriate natural consequences.
- Delivered lesson plans, implemented school curriculum and used data to create, monitor, and establish personalized learning plan for each student.
- Monitored and evaluated student progress through regular assessments and observations.
- Recognized children's physical, emotional and social needs for personalized support.
- Collaborated with other faculty and staff to promote rigorous learning opportunities, general well-being of school and collective interest of staff and student body.

June 2006 - January 2011

**Preschool Teacher *The University Of Michigan-Dearborn*, Dearborn**

- Developed weekly lesson plans and activities to engage children and promote learning.
- Established positive communication with parents in daily conversation and formal conferences.
- Maintained organized, fun and interactive classroom to help children feel safe.
- Gave one-on-one attention to children while maintaining overall focus on entire group.
- Applied play-based strategies to provide diverse approaches to learning.
- Monitored students' academic, social, and emotional progress and recorded in individual files.

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**EDUCATION**

May 2013

**Master of Arts Education-Reading Specialist Degree**

**The University of Michigan, Dearborn, MI**

December 2010

**Bachelor of Arts Early Childhood Education**

**The University of Michigan, Dearborn, MI**



## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**REQUEST:** Approval of the 17th Annual Martian Marathon – Saturday, April 12, 2025

**DEPARTMENT:**

Parks & Recreation

**BRIEF DESCRIPTION:**

Running Fit Events (RF Events) is requesting City Council approval to conduct the 17th Annual Martian Marathon – “Invasion of Races” on Saturday, April 12, 2025, subject to all applicable ordinances, rules and regulations of the Dearborn Police Department. It is also requested that all City noise ordinances be waived for this event.

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**PRIOR COUNCIL ACTION:**

Approved from 2008 – 2019 and 2022-2024

Cancelled in 2020 and 2021 due to Covid-19 Pandemic

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**BACKGROUND:**

The 2025 Martian Marathon marks the 17th year that the event will be held in Dearborn with a goal of 4,000 participants. The 2024 Martian Marathon event was successful, resulting in a positive economic boost for Dearborn Business District hotels and restaurants, with minimal disruption to the neighborhoods within the designated run routes

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**FISCAL IMPACT:**

RF Events agrees to reimburse the City of Dearborn for all incurred manpower costs. Partial proceeds from the 2025 event will go to benefit the Dearborn Recreation & Parks, select youth athletic programs.

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**COMMUNITY IMPACT:**

The 2025 Martian Marathon marks the 17th year resulting in temporary closures of Morley Avenue, South Military, West Alexandrine Street, North River Lane, Law Street, South Reginald Street, Cherry Hill Street, Golf Crest Drive, North Brady Road. with minimal disruption to the neighborhoods within the designated run routes.



**PARKS  
& RECREATION**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

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### **IMPLEMENTATION TIMELINE:**

Immediate Effect is Requested.

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### **COMPLIANCE/PERFORMANCE METRICS:**

Event oversight will be conducted by the Parks & Recreation Department along with the Dearborn Police Department.

**EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO:** City Council  
**FROM:** Sean Fletcher, Director of Parks & Recreation  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Annual Martian Marathon - "Invasion of Races"(Saturday, April 12, 2025)  
**DATE:** 2-11-2025

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**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**

Running Fit Events (RF Events) is requesting City Council approval to conduct the Annual Martian Marathon – "Invasion of Races" on Saturday, April 12, 2025, subject to all applicable ordinances, rules and regulations of the Dearborn Police Department.

The mission of the Martian Marathon - "Invasion of Races" event is to help promote an active, healthy life-style for adults, and especially children, with the long-term goal of ending childhood obesity and the diseases that result from a sedentary life-style and poor nutritional choices. Partial proceeds from the 2025 event will go to benefit the Dearborn Parks & Recreation Department youth partnership athletic organizations.

The 2025 Martian Marathon marks the 17th year that the event will be held in Dearborn with a goal of 4,000 participants. The 2024 Martian Marathon event was successful, resulting in a positive economic boost for Dearborn business district hotels and restaurants, with minimal disruption to the neighborhoods within the designated run routes.

Consistent with past years, the Meteor 5K Run will once again begin at the same time as the Meteor 10K Run, and will result in Cherry Hill Road being closed for only 10-15 minutes between 8:05 a.m. and 8:15 a.m. For the 2025 event, RF Events would like to use their historic approved flood routes which will make the full marathon a double loop through the city. Runners will head out Morley to Military, right on Golfview to Ford Rd. Upon entering from the path at Brady, they will run Morley to Military and repeat the loop again. The 5K and 10K will follow this same start at 8 a.m. and the half marathon will follow same start at 8:45 a.m. The 5K will utilize the neighborhood north of Cherry Hill and finish at Ford Field via Brady.





## **EXECUTIVE SUMMARY AND MEMORANDUM**

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Immediate effect is requested.

### **Background and Justification**

The Dearborn Police and Recreation & Parks Department Administrative staff acknowledge that they are familiar with all of the details in conjunction with this event and have no immediate objection or concerns with Running Fit Events conducting the 17th Annual Martian Marathon – “Invasion of Races” on Saturday, April 12, 2025. It is also requested that all City noise ordinances be waived for this event.



**PARKS  
& RECREATION**

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Signature Page

Signed by:

*Jonathon Golich*

CF454FEAC7BC456...

Jonathon Golich 2/13/2025

Assistant Director

DocuSigned by:

*Sean R Fletcher*

503098961A7C461...

Sean R Fletcher 2/13/2025

Director of Parks & Recreation

DocuSigned by:

*Issa Shahin*

1053E1C7585A436...

Issa Shahin 2/16/2025

Police Chief

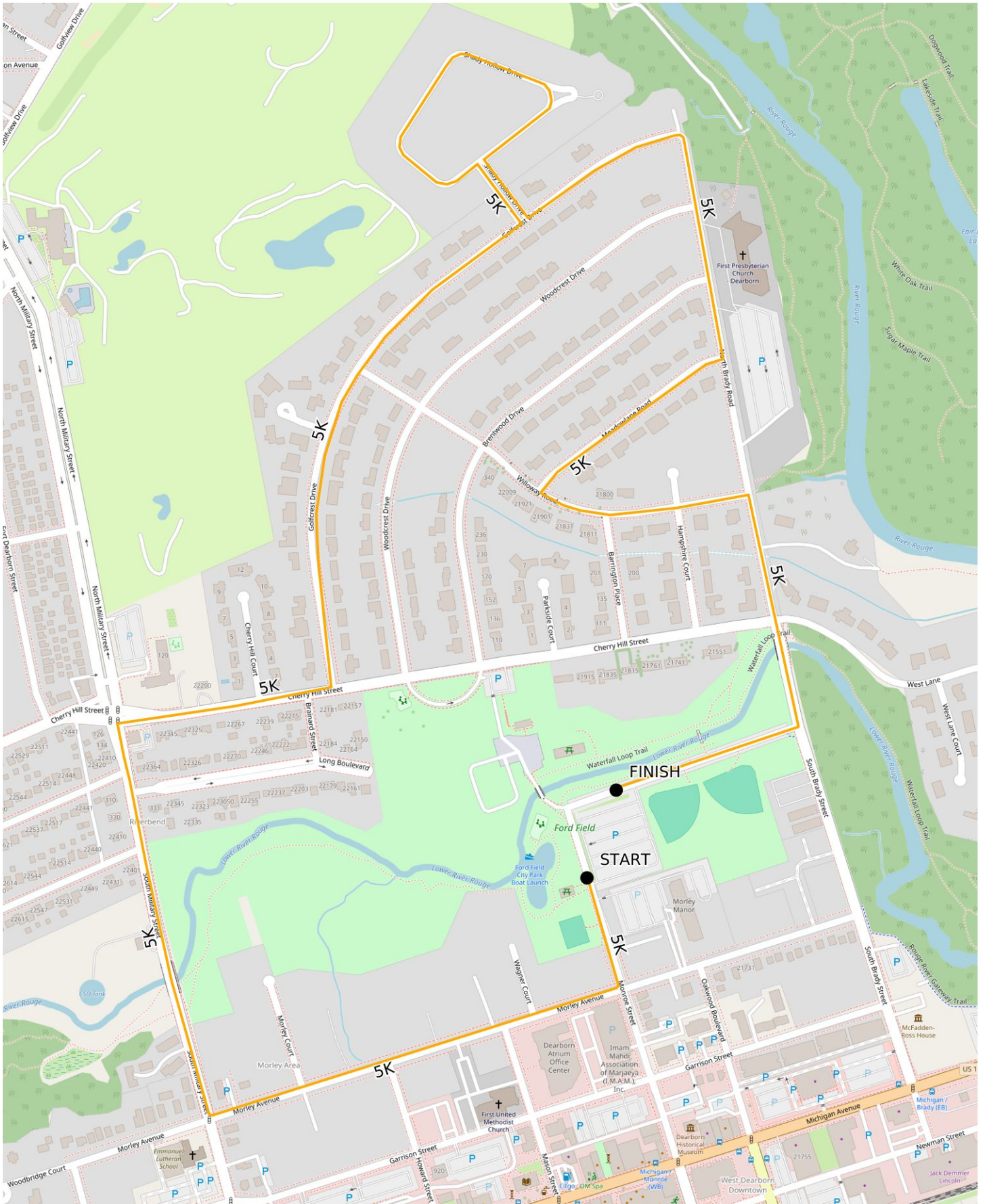
DocuSigned by:

*Jeremy Romer*

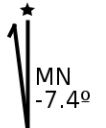
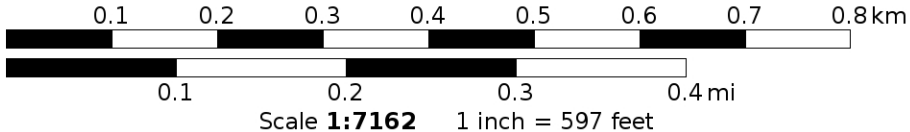
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Jeremy Romer 2/16/2025

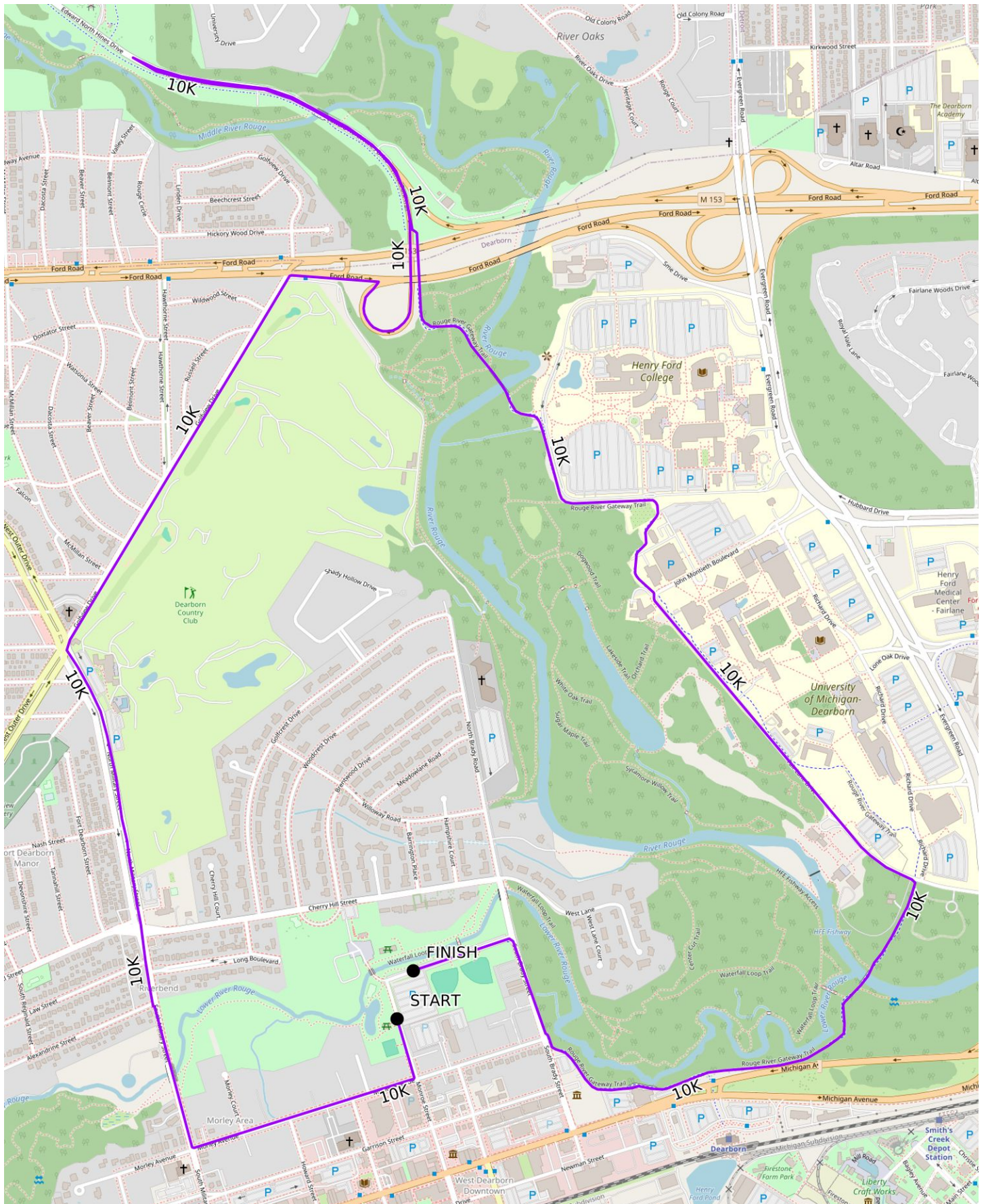
Corporation Counsel



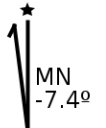
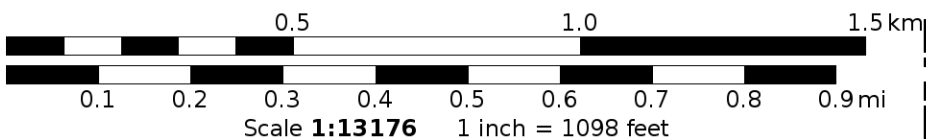
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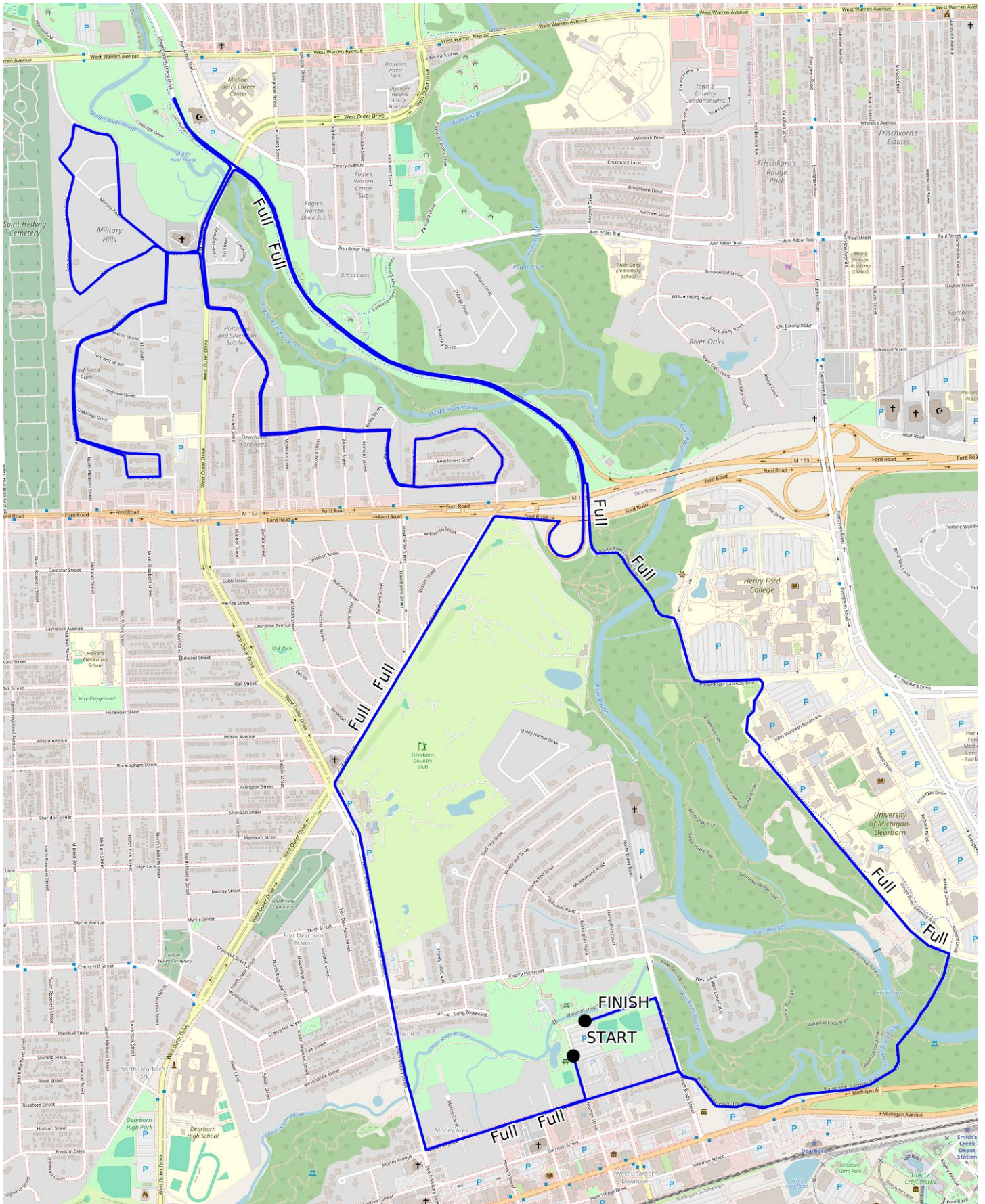




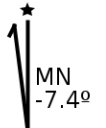
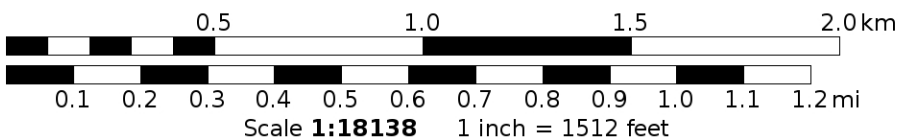
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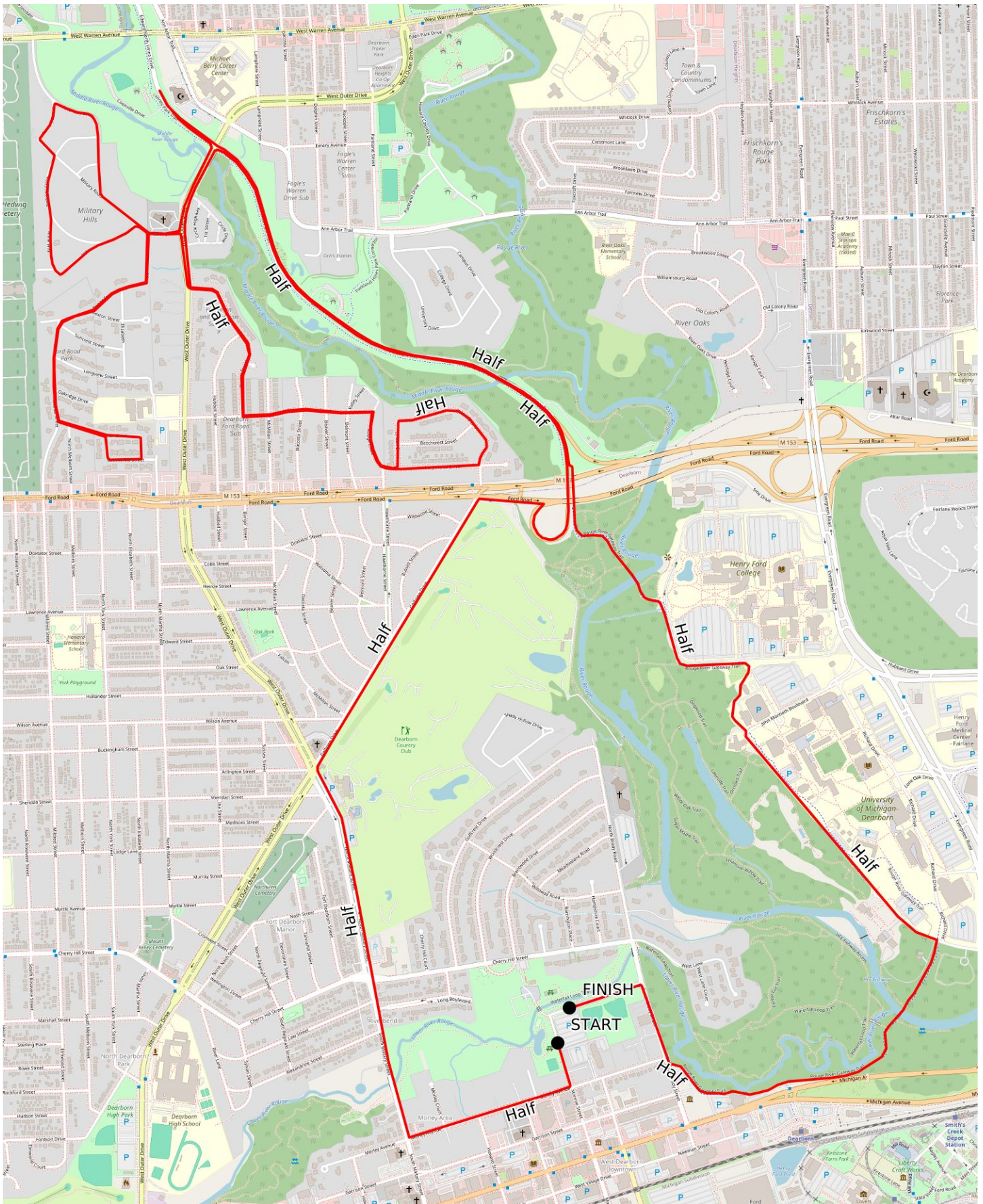




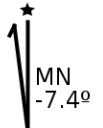
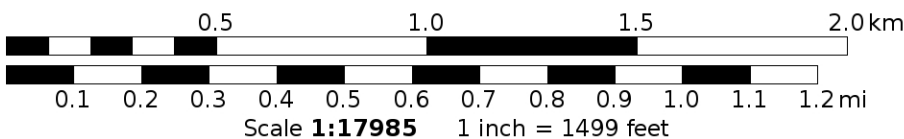
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UTM Zone 17T  





## **FINANCE EXECUTIVE SUMMARY AND MEMORANDUM**

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### **Immediate Effect Requested**

**REQUEST:** Award of Contract for Hard-sided Tent Structures at Camp Dearborn

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

**BRIEF DESCRIPTION:**

The Parks & Recreation Department, in conjunction with Purchasing, requests an award of contract to Aptumbuild Solutions for (10) new hard sided tent structures at Camp Dearborn in the amount of \$179,950.

**PRIOR COUNCIL ACTION:** N/A

**BACKGROUND:** The "green tents" at Camp Dearborn were removed from Camp after the 2021 season. These tents were very popular, but were in very poor condition and required a significant amount of labor to tear down in the fall and set them up in the spring. The new structure from Aptumbuild can remain in place year-round, and will rent for \$95 per night. Each unit will have a set of bunk beds and a queen bed, small table with chairs, and an "outdoor kitchen" similar to the former green tents. These new structures will be placed on I row, which is where green tents were located previously.

**FISCAL IMPACT:**

- \$179,950

**COMMUNITY IMPACT:** The new structure from Aptumbuild will provide an option for campers who appreciated the "green tents", and will provide another revenue stream to stabilize the Camp budget. Although these new structures are not exactly the same as the former green tents, they are very similar in size and should be well-received by those who rented green tents in the past.

**IMPLEMENTATION TIMELINE:** The install should be completed in approximately 90 days from contract execution.

**COMPLIANCE/PERFORMANCE METRICS:**

Parks & Recreation and Camp Dearborn staff will monitor the completion of this install.



# **FINANCE EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO: City Council**  
**FROM: City Administration**  
**VIA: Mayor Abdullah H. Hammoud**  
**SUBJECT: Award of Contract for Hard Sided Tent Structures at Camp Dearborn**  
**DATE: February 12, 2025**

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## **Budget Information**

Project: I20925 - Camp Master Plan Projects  
Total Approved Project Budget: \$500,000  
Available Project Budget: \$500,000  
Requested Amount: \$179,950  
Funding Source: Facilities Fund, Recreation, Camp Dearborn, Capital Project Support, Construction Services, Construction Contractor  
Supplemental Budget: N/A

## **Summary of Request**

The Parks & Recreation Department, in conjunction with Purchasing, requests an award of contract to Aptumbuild solutions in the amount of \$179,950 for (10) hard sided tent structures at camp Dearborn.

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

## **Background and Justification**

The "green tents" at Camp Dearborn were removed from Camp after the 2021 season. These tents were very popular, but were in very poor condition and required a significant amount of labor to tear down in the fall and set them up in the spring. The new structure from Aptumbuild can remain in place year-round, and will rent for \$95 per night. Each unit will have a set of bunk beds and a queen bed, small table with chairs, and an "outdoor kitchen" similar to the former green tents. These new structures will be placed on I row, which is where green tents were located previously.





# FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

## Procurement Process

Purchasing solicited proposals with process details as follows:

Process: Request for Proposal (RFP)  
 Issue Date: January 27th, 2025  
 Deadline Date: February 7th, 2025  
 Vendors Solicited: 514  
 Solicitations Obtained: 31  
 Proposals Received: 4

## Evaluation Results

The proposal was evaluated in depth by the evaluation team. The evaluation criteria included: Design, Cost, Experience, Timeline for completion, and Approach to project. The results are as follows:

Respondent	Total Points
Aptumbuild Solutions	100
Carpentry Concepts	57
Sole Construction	57
Special Event Flooring Tech	56

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

### Prepared By:

DocuSigned by:  
  
 017FF0C142E34C3...

Mark Rozinsky, Purchasing Manager

### Department Approval:

DocuSigned by:  
  
 503098961A7C461...

Sean Fletcher, Parks & Rec Director

### Budget Approval:

DocuSigned by:  
  
 F77919D1421447F... Initial  


Michael Kennedy, Finance Director/Treasurer

### Corporation Counsel Approval:

DocuSigned by:  
  
 E7A573BA29E3460...

Jeremy J. Romer, Corporation Counsel







## EXECUTIVE SUMMARY

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**REQUEST:** Requesting recognition and appropriation of Michigan State Police Community-Based Crisis Response Pilot Grant Program in the amounts of \$646,171 and \$483,000, respectively.

**DEPARTMENTS:** General – Police

**BRIEF DESCRIPTION:** This request is made to recognize and appropriate the Michigan State Police Grant awarded to Dearborn in the amount of \$483,000 with a local match of \$163,171 to be paid by ACCESS (Arab Community Center for Economic and Social Services). The agreement will continue through September 30, 2028. It is requested that the Finance Director be authorized to recognize \$646,171 to the General Fund, Police, Admin, Intergovernmental Revenue, State, Other and appropriate \$483,000 into the General Fund, Police, Admin, Public Safety, Contractual Services, Other.

---

**PRIOR COUNCIL ACTION:** N/A

---

**BACKGROUND:** ACCESS has been serving metro Detroit for over 50 years, offering more than 120 programs across 11 locations. The organization provides culturally sensitive, trauma-informed mental health services and has established a reputation for addressing social, economic, health, and educational needs for diverse populations. This program leverages ACCESS' expertise to embed a licensed mental health professional within the Dearborn Police Department. The co-responder will accompany officers on non-criminal calls, review mental health-related reports, and prioritize response needs. A case manager will document interactions, ensure continuity of care, and connect individuals to ACCESS' broad network of resources, including behavioral health, substance abuse treatment, and harm reduction services.

---

**FISCAL IMPACT:** Local match of \$163,171 to be paid by ACCESS.

---

**COMMUNITY IMPACT:** This program will strengthen community trust by addressing mental health and substance use concerns in a compassionate and culturally competent manner. It will also reduce the burden on law enforcement while improving access to appropriate care and services.

---

### IMPLEMENTATION TIMELINE:

- Project Start Date - Upon Council approval and completion of the **contract process**
  - Project End Date - September 30, 2028
- 

### COMPLIANCE/PERFORMANCE METRICS:

- Total number of mental health and substance use calls referred to ACCESS.
- Number of individuals connected to care and follow-up services.



- Impact on reducing law enforcement involvement in non-criminal incidents.

**TO: Dearborn City Council**

**FROM: Philanthropy and Grants Department**

**SUBJECT: 2025 MSP Community-Based Crisis Response Pilot Grant Program**

**DATE: February 11, 2025**

---

**Budget Information**

Adopted Budget:	\$0
Amended Budget:	\$0
Requested Amount:	\$483,000
Funding Source:	Michigan State Police
Supplemental Budget:	N/A

**Summary of Request**

The City of Dearborn has been awarded the Michigan State Police Community-Based Crisis Response Pilot Grant Program. The agreement for this grant will continue through September 30, 2028.

It is respectfully requested that Council authorize the acceptance of the award and its recognition and appropriation from the State of Michigan. Additionally, it is requested the Finance Director be authorized to recognize \$646,171 to the General Fund, Police, Admin, Intergovernmental Revenue, State, Other and appropriate \$483,000 into the General Fund, Police, Admin, Public Safety, Contractual Services, Other.

The Philanthropy & Grants Department, in collaboration with the Police Department and Purchasing, recommends entering into a contract with ACCESS (Arab Community Center for Economic and Social Services). The contract will be for up to \$483,000, effective through September 30, 2028.

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

**Background and Justification**

This funding will allow the Dearborn Police Department to implement a co-responder program in partnership with ACCESS. A licensed, master's-level practitioner will assist with non-criminal mental health-related calls, and a dedicated case manager will provide follow-up services, ensuring culturally sensitive, trauma-informed care. The program aims to improve community well-being by reducing law enforcement's role in handling non-violent mental health, substance abuse, and disability-related issues.

ACCESS has been serving metro Detroit for over 50 years, offering more than 120 programs across 11 locations. The organization provides culturally sensitive, trauma-informed mental health



# MEMORANDUM

services and has established a reputation for addressing social, economic, health, and educational needs for diverse populations. This program leverages ACCESS' expertise to embed a licensed mental health professional within the Dearborn Police Department. The co-responder will accompany officers on non-criminal calls, review mental health-related reports, and prioritize response needs. A case manager will document interactions, ensure continuity of care, and connect individuals to ACCESS' broad network of resources, including behavioral health, substance abuse treatment, and harm reduction services. This program will strengthen community trust by addressing mental health and substance use concerns in a compassionate and culturally competent manner. It will also reduce the burden on law enforcement while improving access to appropriate care and services.

**Immediate effect is requested.**

**Prepared by:**

DS  
*MHA*

Mehdi Al-Hassan – Accountant

**Department Approval:**

Signed by:  
*Maria Willett*  
5F7C82870E294AB

Maria Willett – Philanthropy & Grants Director

DocuSigned by:  
*Issa Shahin*  
1053E1C7585A436...

Issa Shahin – Police Chief

**Budget Approval:**

DocuSigned by:  
*Michael Kennedy*  
E77919D1421447F

Michael Kennedy – Finance Director/Treasurer

**Corporation Counsel:**

DocuSigned by:  
*Jeremy Romer*  
E7A573BA25E3460

Jeremy Romer – Corporation Counsel



## **FINANCE** EXECUTIVE SUMMARY AND MEMORANDUM

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**REQUEST:** City Council Approval to accept a private donation (from J & T Crova) in the amount of \$4750 to pay the full cost of graphics on a Police Department recruiting vehicle.

**DEPARTMENT:** Police Department

**BRIEF DESCRIPTION:** The Chief of Police /Recruiting Team recently developed a new concept for a recruiting vehicle to help in the process of attracting a wide variety of qualified candidates. The vehicle itself is a Ford Bronco already assigned to the Training Office as part of a Ford Motor Company Cooperative (zero cost to the City of Dearborn). The total cost of the graphics is \$4750 which will be covered in whole by J & T Crova (Concept attached) if approved by City Council.

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**PRIOR COUNCIL ACTION:** No prior action for donation.

---

**BACKGROUND:** The Police Department recognizes the importance of recruiting in order to attract the most qualified candidates for Police Officer positions. A recruiting car concept was recently developed by Chief Shahin and the Recruiting Team in order to assist with this endeavor and provide a professional/positive image of the City of Dearborn and the Police Department. J & T Crova recognized the importance of this and volunteered to donate \$4750 in order to cover the cost of the developed graphics.

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**FISCAL IMPACT:**

This donation will cover the complete cost of the vehicle graphics resulting in zero cost for the City of Dearborn. The vehicle being developed is a current vehicle assigned to the Training Office as part of a Ford Motor cooperative agreement.

---

**COMMUNITY IMPACT:**



- Enhance recruiting for the Police Officer position
- Design will enhance overall City of Dearborn image and Police Department culture

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**IMPLEMENTATION TIMELINE:** Immediate, upon City Council approval.

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**COMPLIANCE/PERFORMANCE METRICS:** The Police Department Training Office/Recruiting Team will monitor success rate after the implementation of the recruiting vehicle.



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**TO:** City Council  
**FROM:** Police Department  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Donation Approval for Recruiting Vehicle Graphics  
**DATE:** February 7, 2025

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**Summary of Request**

The Police Department is requesting City Council approval to accept a donation in the amount of \$4750 from City of Dearborn towing contractor J & T Crova to cover the entire cost of graphics on a newly developed recruiting vehicle. The funds will be provided via check directly to the Police Department graphics contractor, Upper-Level Graphics. The vehicle selected to be the recruiting vehicle, is a Ford Bronco currently assigned to the Training Office as part of a Ford Motor Company cooperative agreement that includes zero cost to the City of Dearborn.

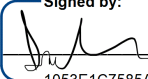
**Background and Justification**

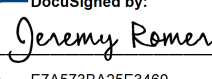
The Police Department recognizes the importance of recruiting in order to attract the most qualified candidates for Police Officer positions. A recruiting car concept was recently developed by Chief Shahin and the Recruiting Team in order to assist with this endeavor and provide a professional/positive image of the City of Dearborn and the Dearborn Police Department. J & T Crova recognized the importance of this and agreed to donate \$4750 in order to cover the cost of the developed graphics. Immediate effect is requested.

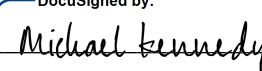
**Prepared By:**

Signed by:  
  
1315B24066294AC...  
Andrew Zelazny, Police Commander

**Department Approval:**

Signed by:  
  
1053E1C7585A436...  
Issa Shahin, Chief of Police

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

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





**PUBLIC  
WORKS**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**REQUEST:** Approve Contract No. 24-5581 with Michigan Department of Transportation (MDOT).

**DEPARTMENT:** Public Works & Facilities/Engineering Division

**BRIEF DESCRIPTION:** Requesting approval of MDOT Contract No. 24-5581 (MDOT Job No. 217076CON) for hot mix asphalt cold milling and resurfacing work along Mercury Drive from Michigan Avenue to Hubbard Drive (Dearborn Job No. 2024-028 / CIP Q74084)

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**PRIOR COUNCIL ACTION:** N/A

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### **BACKGROUND:**

Mercury Drive between Michigan Avenue and Hubbard Drive is part of the City's Major Street/Federal Aid System. MDOT Job No. 217076CON will include bituminous surface cold milling, concrete integral curb and gutter, curb ramps, concrete base pavement repairs, maintenance of traffic, resurfacing with two (2) courses of hot mix asphalt, and pavement markings.

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### **FISCAL IMPACT:**

Approximately \$1,089,225.00 (\$883,550.00 by Federal fund and \$205,675.00 by the City's Major Fund)

- Approximately 81.85% of the construction cost will be paid through Federal Aid.
  - The remaining 18.15% of the construction cost will be billed to the City from MDOT.
- 

### **COMMUNITY IMPACT:**

Improved road conditions in the City of Dearborn.

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### **IMPLEMENTATION TIMELINE:**

The project is already bid out by MDOT, and bids will be received by March 7, 2025. The construction will begin at the end of June of 2025 with anticipated construction completion by August 29, 2025.

Immediate effect requested.

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### **COMPLIANCE/PERFORMANCE METRICS:**

The City of Dearborn is responsible to provide construction engineering and inspections.



**PUBLIC  
WORKS**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO:** City Council

**FROM:** Department of Public Works and Facilities/Engineering Division

**VIA:** Mayor Abdullah H. Hammoud

**SUBJECT:** Approve Contract No. 24-5581 with Michigan Department of Transportation (MDOT).

**DATE:** February 10, 2025

---

### **Budget Information**

Project:	Q74084 Mercury Drive Resurfacing
Total Approved Project Budget	\$156,922.00
Available Project Budget	\$151,274.50
Requested Amount:	\$205,675.00
Funding Source:	Major Street & Trunkline, Public Works, Engineering, Maintenance Roads & Streets
Supplemental Budget:	Major Street & Trunkline, Public Works, Engineering, Maintenance Roads & Streets, Undistributed Appropriations

### **Summary of Request**

Presented herewith is MDOT Contract No. 24-5581 (MDOT Job No. 217076CON) for hot mix asphalt cold milling and resurfacing work along Mercury Drive from Michigan Avenue to Hubbard Drive (Dearborn Job No. 2024-028, CIP Q74084). This will include bituminous surface cold milling, concrete integral curb and gutter, curb ramps, concrete base pavement repairs, maintenance of traffic, resurfacing with two (2) courses of hot mix asphalt, and pavement markings.

We hereby request that City Council approve MDOT Contract 24-5581, subject to review by the Legal Department and that the Mayor be authorized to sign the contract on behalf of the City. We also request that the Council Resolution be given ***IMMEDIATE EFFECT***.

### **Background and Justification**

Mercury Drive between Michigan Avenue and Hubbard Drive is part of the City's Major Street/Federal Aid System.

- Approximately 81.85% of the construction cost will be paid through Federal Aid.
- The remaining 18.15% of the construction cost will be billed to the City by MDOT as progress payments.

The project is already bid out by MDOT, and bids will be received by March 7, 2025. The construction for the project is to begin at the end of June of 2025 with anticipated construction completion by August 29, 2025. MDOT will administer the project, pay the selected construction contractor, and separately bill the City for the City's share. The City of Dearborn is responsible to provide construction engineering and inspections.



**PUBLIC  
WORKS**

# EXECUTIVE SUMMARY AND MEMORANDUM

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## Department Approval:

DocuSigned by:

*Tim Hawkins*

35BABC85BED3455...

**Tim Hawkins, Public Works & Facilities Director**

DocuSigned by:

*Soud El-Jamaly*

8FDE4113B37F442...

**Soud El-Jamaly, City Engineer**

## Budget Approval:

DocuSigned by:

*Corey Jarocki*

3923DB0ED71E40A...

**Corey Jarocki, Deputy Finance Director**

Initial

*MD*

DocuSigned by:

*Michael Kennedy*

F77919D1421447F...

**Michael Kennedy, Finance Director/Treasurer**

DocuSigned by:

*Jeremy Romer*

E7A573DA25E9400...

**Jeremy J. Romer, Corporation Counsel**

STP

DA

Control Section	STU 82000
Job Number	217076CON
Project	25A0204
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5581

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF DEARBORN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Dearborn, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 16, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling, concrete pavement repair and hot mix asphalt resurfacing along Mercury Drive from Michigan Avenue (US-12) to Hubbard Drive; including concrete curb and gutter, curb ramps, contractor staking and permanent pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIAPTION

Drainage structure cleaning along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

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

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

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

09/06/90 STP.FOR 1/16/25

## SURFACE TRANSPORTATION PROGRAM

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

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

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

Pursuant to Title 2 of the Code of Federal Regulations Part 200, a description of the federal award for the project is shown in detail on EXHIBIT "II", dated January 16, 2025, and made a part of this document.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

Costs for construction engineering, construction materials testing, and inspection as may be incurred by the DEPARTMENT and the REQUESTING PARTY, including any other costs incurred by the DEPARTMENT as a result of this contract, will be at PROJECT COST. Costs for construction engineering, construction materials testing, and inspection incurred by the REQUESTING PARTY for the PROJECT shall be limited to the lesser of: (1) 100 percent of the actual costs for construction engineering, construction materials testing, and inspection, or (2) 11 percent of the actual contracted physical construction costs.

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

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

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

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

4. The REQUESTING PARTY, at PROJECT COST, shall:
  - A. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
  - B. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY shall submit biweekly pay estimates and construction contract modifications to the DEPARTMENT in a timely manner.

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

The method of performing the work will be indicated on the work authorization. The REQUESTING PARTY will comply with PART II, Section IIF, when applicable.

The REQUESTING PARTY has designed or caused to be designed the plans for the PROJECT at no cost to the PROJECT.

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

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

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

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

09/06/90 STP.FOR 1/16/25

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

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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

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

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

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

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

09/06/90 STP.FOR 1/16/25

REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

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

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

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

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the 09/06/90 STP.FOR 1/16/25

PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as

the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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

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

CITY OF DEARBORN

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
*for* Department Director MDOT

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



January 16, 2025

EXHIBIT I

CONTROL SECTION      STU 82000  
 JOB NUMBER            217076CON  
 PROJECT                25A0204

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$ 972,500	\$ 9,750	\$ 982,250
CONSTRUCTION ENGINEERING, CONSTRUCTION MATERIALS TESTING, & INSPECTION	\$ 106,975	\$ 0	\$ 106,975
GRAND TOTAL	\$1,079,475	\$ 9,750	\$1,089,225

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,079,475	\$ 9,750	\$1,089,225
Less Federal Funds	<u>\$ 883,550</u>	<u>\$ 0</u>	<u>\$ 883,550</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 195,925	\$ 9,750	\$ 205,675

NO DEPOSIT

09/06/90 STP.FOR 1/16/25

January 16, 2025

**EXHIBIT II**  
**Notification of Required Federal Program Information to Subrecipients for**  
**Federal Funding**

Does this project receive Federal funds?       Yes       No

Subrecipient's Name:                      City of Dearborn

Subrecipient's Unique  
Entity Identifier Number  
(UEI):                                      NY79MWUNAL37

Federal Grant/Project  
Number(s):                                      25A0204

MDOT Project Number:                      217076CON

Project Description:                      Hot mix asphalt cold milling, concrete pavement repair and hot mix asphalt resurfacing along Mercury Drive from Michigan Avenue (US-12) to Hubbard Drive; including concrete curb and gutter, curb ramps, contractor staking and permanent pavement markings, and drainage structure cleaning; and all together with necessary related work.

CFDA Number, Federal Agency, Program Title:                      CFDA 20.205  
Highway Research Planning &  
Construction

Federal Award Identification Number(s) (FAIN):                      693JJ22530000Y230MI25A0204

Federal Award Date:                                      December 13, 2024

Period of Performance Start Date:                      December 13, 2024

Period of Performance End Date:                      August 29, 2025

Amount of Federal Funds obligated by this action: \$883,550

Total amount of Federal Funds obligated: \$883,550

Total amount of the Federal award: \$1,089,225

Budget Approved Cost sharing or matching, where applicable:  
Federal Participation: \$883,550; Local Participation: \$205,675

Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E.  
Michigan Department of Transportation  
425 West Ottawa Street  
Lansing, MI 48909

Is this a Research and Development award:       Yes       No

Indirect cost rate for the Federal award (if applicable):      Not Applicable

09/06/90 STP.FOR 1/16/25



DOT

TYPE B  
BUREAU OF HIGHWAYS  
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

## SECTION I

### COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

## SECTION II

### PROJECT ADMINISTRATION AND SUPERVISION

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

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

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

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

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

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

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

### SECTION III

#### ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

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

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

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



The agency shall submit two copies of:

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

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

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

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

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

## SECTION IV

### MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

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

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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

## SECTION V

### SPECIAL PROGRAM AND PROJECT CONDITIONS

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

**APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

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

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



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

Revised June 2011

**APPENDIX B**  
**TITLE VI ASSURANCE**

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

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

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

Revised June 2011

## APPENDIX C

### TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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



## **FINANCE** EXECUTIVE SUMMARY AND MEMORANDUM

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**REQUEST:** Additional Expenditures with OHM Advisors for a Water Reliability Study

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

**BRIEF DESCRIPTION:** The city currently has a contract with OHM Advisors, approved on Council Resolution #08-489-22 for Hydraulic and Hydrological Evaluation of the City Storm Sewers. Purchasing has received a request from the Department of Public Works and Facilities to add \$55,200 to that purchase order for a Water Reliability Study and Asset Management Plan that will address the requirements of the EGLE Safe Water Drinking Act (ACT 399).

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**PRIOR COUNCIL ACTION:** 08-489-22; 04-136-24

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**BACKGROUND:** Dearborn is home to approximately 109,000 residents. The city's water source is the Great Lakes Water Authority (GLWA). This water is obtained from the GLWA through 40 currently unmetered water connections. In addition, the current drinking water distribution network does not have any storage or pumping facilities. This project would address the requirements of the EGLE Safe Water Drinking Act.

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**FISCAL IMPACT:** \$55,200

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**COMMUNITY IMPACT:** The city's existing hydraulic model will be updated and hydraulic deficiencies will be identified. This will help determine the current and future pressures and volumes of water that the City of Dearborn receives from GLWA. It will also help in determining if the city will be able to provide the necessary pressures and flows to the residents and businesses.

This study will ensure that the City of Dearborn has an adequate, safe, and efficient water supply now and in the future as the city continues to grow.

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**IMPLEMENTATION TIMELINE:** To begin immediately upon contract execution.

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**COMPLIANCE/PERFORMANCE METRICS:** The Department of Public Works and Facilities



# FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

**TO:** City Council  
**FROM:** City Administration  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Additional Expenditures with OHM Advisors for a Water Reliability Study  
**DATE:** February 13, 2025

**Budget Information**

Project:	P57000 – Water Reliability Study
Total Approved Project Budget:	\$60,000
Available Project Budget:	\$60,000
Requested Amount:	\$55,200
Funding Source:	Water Fund, Water Supply, Contractual Services
Supplemental Budget:	N/A

**Summary of Request**

The City currently has a contract with OHM Advisors, approved on Council Resolution #08-489-22 for Hydraulic and Hydrological Evaluation of the City Storm Sewers. Purchasing has received a request from the Department of Public Works and Facilities to add \$55,200 to that purchase order for a Water Reliability Study, which shall be charged to the water fund, project P57000.

It is respectfully requested that Council authorize the additional expenditures to OHM Advisors.

**Background and Justification**

Over the past few years OHM Advisors has assisted the City of Dearborn and DPW with numerous projects. Currently, OHM is working with the City on the Hydraulic and Hydrological Evaluation of the Storm Sewer.

The city’s water source is the Great Lakes Water Authority (GLWA). This water is obtained from the GLWA through 40 currently unmetered water connections. The current drinking water distribution network does not have any storage or pumping facilities. This project would address the requirements of the EGLE Safe Water Drinking Act by updating the existing hydraulic model, identifying potential hydraulic deficiencies, and helping to determine the current and future pressures and volumes of water that the City of Dearborn receives from GLWA. It will also help in determining if the city will be able to provide the necessary pressures and flows to the residents and businesses.

These projects are critical to the future of the overall water system within the City and how it will perform in normal conditions as well under a heavy demand.



# FINANCE

# EXECUTIVE SUMMARY AND MEMORANDUM

### Prepared By:

DocuSigned by:

*Mark Rozinsky*

Mark Rozinsky, Purchasing Manager

### Department Approval:

DocuSigned by:

*Tim Hawkins*

Tim Hawkins, Director of Public Works & Facilities

### Budget Approval:

DocuSigned by:

*Michael Kennedy*

Michael Kennedy, Finance Director/Treasurer

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*(Signature)*

### Corporation Counsel Approval:

DocuSigned by:

*Jeremy Romer*

Jeremy J. Romer, Corporation Counsel



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect Requested

**REQUEST:** Approve Contract for Purchase of two Case 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 two Case Model 721G2 Loaders from Southeastern Equipment Company. The pricing for the loaders is based on Sourcewell Contract # 011723 - CNH

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#### PRIOR COUNCIL ACTION:

N/A

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#### 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.

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**FISCAL IMPACT:** \$507,275.90

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#### 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.

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# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### **IMPLEMENTATION TIMELINE:**

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

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### **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

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

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**Budget Information**

Adopted Budget: \$532,790  
 Amended Budget: \$576,912  
 Requested Amount: \$253,637.95  
 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: \$253,637.95  
 Funding Source: Fleet & Eqpt Replacement, Public Works, Public Services, Public Works, Maintenance Rds & Streets, Capital Equipment  
 Supplemental Budget: N/A

Total Requested Amount: \$507,275.90

**Summary of Request**

Purchasing, on behalf of the Department of Public Works, recommends the Cooperative Contract purchase of two Case Model 721G2 Loaders from Southeastern Equipment Company. The pricing for the loaders is based on Sourcewell Contract # 011723-CNH 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

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### 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 accelerates 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

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## Signature Page

### Prepared By:

DocuSigned by:  
*Jay Andrews*  
A06626461858403...

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* Initial  
*MD*  
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Michael Kennedy, Finance Director/Treasurer

### Corporation Counsel Approval:

DocuSigned by:  
*Jeremy Romer*  
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Jeremy Romer, Corporation Counsel

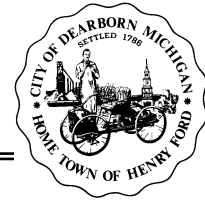
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**OFFICE OF THE 34<sup>TH</sup> CITY COUNCIL**

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**IMMEDIATE EFFECT**

**To: City Clerk**

**From: City Council**

**Date: February 19, 2025**

**Subject: Council Acknowledgment-Cpl. Derek Sturdevan and Mr. Mohamad Al-Jlaihawi**

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The 34<sup>th</sup> City Council wishes to acknowledge Corporal Derek Sturdevan and Mr. Mohamad Al-Jlaihawi on performing life-saving measures during a critical accident with a Council Citation supported unanimously.

A handwritten signature in black ink, appearing to read "Michael T. Sareini", is written over a faint, circular watermark or stamp.

**Michael T. Sareini**  
**Council President**