



REGULAR MEETING OF THE COUNCIL

March 18, 2025

AGENDA

1. ROLL CALL
2. INVOCATION BY Pastor Colleen Nieman of St. Paul Lutheran Church.
3. PLEDGE OF ALLEGIANCE
4. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED BY COUNCILMEMBER ALSAWAFY– Designating the month of March 2025 as Disability Awareness Month and requesting immediate effect.
5. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED BY COUNCIL PRESIDENT PRO TEM HERRICK – Proclaiming March 2025 to be national Women's History Month in the City of Dearborn, also recognizing this year's theme to celebrate "Moving Forward Together! Women Educating & Inspiring Generations", and encouraging our entire community to commemorate this special observance and requesting immediate effect.
6. 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.
7. RESOLUTION BY COUNCIL PRESIDENT PRO TEM HERRICK SUPPORTED UNANIMOUSLY – Acknowledging Connor Godin, Eamon Kennedy, and Aiden Kennedy for earning their Eagle Scout titles within Troop No. 1147 and requesting immediate effect.
8. PUBLIC COMMENT

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

CONSENT AGENDA

10. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND HERRICK – Authorizing to amend the current FY2024-25 Housing and Community Development Action Plan (B-24-MC-26) by transferring unexpended and unprogrammed CDBG funding from FY2022-23 (B-22-MC-26) in the amount of \$1,000,000 for the proposed Lapeer Park Inclusive Playscape Equipment Project and from FY2023-24 (B-23-MC-26) in the amount of \$800,000 for the proposed Wyoming Commercial Demolition Project; also authorizing the Finance Director and the Finance Department to recognize and appropriate the grant award and to receive, direct, and disburse those award funds within the Community Development Fund (283) or other funds as supported through the annual schedule of supported resources including the General Fund (101) and the Facilities Fund (634) and requesting immediate effect.
11. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Approving the Emergency Immediate Abatement of Fairlane Mall, incurred for Snow Removal and Salt by Frank’s Landscaping and Supplies LLC in the amount of \$38,495; also authorizing the Finance Director to transfer, recognize, and appropriate the \$38,495 in current funding from the Capital Improvement Fund, Project ARPA70, to the General Fund and requesting immediate effect.
12. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY – Awarding a Professional Services contract to William Morris Endeavor Entertainment, LLC (WME) in the amount of \$50,000 for a Headline Artist musical performance on Friday, August 1, 2025 at the 2025 Dearborn Homecoming Festival and requesting immediate effect.
13. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Awarding a Professional Services contract to Wasserman Music Group, LLC (Wasserman) in the amount of \$40,000 for a Headline Artist musical performance on Saturday, August 2, 2025 at the 2025 Dearborn Homecoming Festival and requesting immediate effect.

14. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND HAMMOUD – Awarding a Professional Services contract to William Morris Endeavor Entertainment, LLC (WME) in the amount of \$175,000 for a Headline Artist musical performance on Sunday, August 3, 2025 at the 2025 Dearborn Homecoming Festival and requesting immediate effect.
15. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Awarding a contract to IB Electric in the amount of \$57,000 for Electric Service Installation for Hard-Sided Tents at Camp Dearborn and requesting immediate effect.
16. RESOLUTION BY COUNCILMEMBERS HERRICK AND HAMMOUD – Authorizing a Cooperative contract purchase from Advanced Security, through the PEPPM cooperative program, in an amount not to exceed \$127,872 for the purchase of Modular Vehicle Barriers for the Police Department and requesting immediate effect.
17. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND HERRICK – Authorizing to extend the sole source contract with Ferguson Enterprises, LLC (C.R. 1-12-24) in an amount not to exceed \$200,000 for Water Meters and Associated Parts, resulting in a new expiration date of December 31, 2025 and requesting immediate effect.
18. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Authorizing to extend the contract with CompOne Administrators, Inc. (C.R. 3-134-23) in an amount not expected to exceed \$44,055 for the first year, for Workers' Compensation Third Party Administrator Services valid, April 7, 2025 through April 6, 2028 and requesting immediate effect.
19. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Awarding a three-year contract, with two (2) three-year renewal options available, for Property and Casualty Insurance Brokerage Services to Brown & Brown, to allow the vendor to begin obtaining quotes and requesting immediate effect.
20. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HERRICK – Awarding a contract to Prime Construction Co. in the amount of \$47,032 for Concrete Pad Installation for Hard Sided Tent Structures at Camp Dearborn and requesting immediate effect.

21. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Awarding a construction engineering and inspection contract to Spalding DeDecker Associates, Inc. in the amount of \$93,257.28 for the Mercury Dr. resurfacing project from Michigan Ave. to Hubbard Dr. (MDOT Contract No. 2024-5581/Dearborn Job No. 2024-028); also approving the Michigan Department of Transportation's (MDOT) standard Third-Party Agreement – Subconsultant Agreement between the City and Spalding DeDecker Associates, Inc. in order to receive 81.85% reimbursement for construction engineering and inspection services and requesting immediate effect.
22. RESOLUTION BY COUNCILMEMBERS HERRICK AND ALSAWAFY – Authorizing additional expenditures to Key Construction Co. (C.R. 10-551-24) in the amount of \$56,953 for Comfort Station Upgrades and requesting immediate effect.
23. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ENOS – Awarding a competitive contract to Peterson Brothers Company in an amount not to exceed \$73,669.54 for Demolition and Site Restoration Services of the City-owned properties located at 5021 and 5063 Wyoming and requesting immediate effect.
24. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HAMMOUD – Authorizing the Director of Philanthropy and Grants to submit the Land and Water Conservation Fund (LWCF) Grant application to obtain funding in the amount of \$500,000, with the local match in the amount of \$500,000, for a Splash Pad and Related Improvements at Camp Dearborn and requesting immediate effect.
25. RESOLUTION BY COUNCILMEMBERS ENOS AND ABRAHAM – Authorizing to extend the Lease Agreement with Issam Eid and Hanadi Merhi for the City owned property located at 5165 Wyoming, for the term of twelve-months, resulting in a new contract expiration of March 1, 2026, conditioned upon Issam Eid and Hanadi Merhi continuing to pay rent to the City in the monthly amount of \$2,250 and requesting immediate effect.

END OF CONSENT AGENDA

26. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND HERRICK – Approving the minutes of the previous regular meeting of February 25, 2025.

27. ORDINANCE ON THE TABLE – ORDINANCE NO. 25-1838 – “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 BY COUNCILMEMBERS HAMMOUD AND ENOS – To take from the table for its final reading.
28. RESOLUTION BY COUNCILMEMBERS HERRICK AND ABRAHAM –
Authorizing a Cooperative contract purchase from Tapco, through the OMNIA Partners cooperative program, in an amount not to exceed \$141,242.50 for Traffic Calming Products including Illuminated Stop Signs and Beacon System and requesting immediate effect.
29. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Authorizing a Cooperative contract purchase from Kustom Signals, through the State of Michigan cooperative program, in an amount not to exceed \$42,870 for the purchase of (15) Dash Mounted Radars for the Police Department and requesting immediate effect.
30. RESOLUTION BY COUNCILMEMBERS HERRICK AND HAMMOUD – Approving the Western Wayne County Police Mutual Aid Agreement with members and agencies from the Wayne County Mutual Aid Consortium and requesting immediate effect.
31. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HERRICK –
Authorizing to renew the annual membership in the Western Wayne County Fire Department Mutual Aid Association in the amount of \$30,994 and requesting immediate effect.
32. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY –
Authorizing the Fire Department to renew the annual membership in the Mutual Aid Box Alarm System Association (MABAS) and requesting immediate effect.

33. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Granting the request of the of the Dearborn Police Officers Charities to conduct their Annual “Sgt. Chris Hampton Memorial 5k Run” on Sunday, May 18, 2025 beginning at 9:00 A.M. at Ford Field, with temporary road closures of the curb lane of Brady Street and assistance from the Police Department for traffic safety and crowd control for the entire duration of the event, subject to reimbursement for City services and certain stipulations; also authorizing a noise waiver for the duration of the event and requesting immediate effect.
34. RESOLUTION BY COUNCILMEMBERS HERRICK AND ABRAHAM – Granting the request of the Friends for Animals of Metro Detroit (FAMD) to conduct their annual “Pawchella” Event (formerly known as Mutt Strut) and to close Reckinger Road from Saturday, June 7, 2025 at approximately 9:00 A.M. through Sunday, June 8, 2025 at 4:00 P.M., subject to all applicable ordinances and the rules and regulations of the Police Department; Additionally, authorizing Parking lot use at the Ford Community & Performing Arts Center and Henry Ford Centennial Library, a Noise waiver for the duration of the event, a fee waiver for the tent permit, and granting permission to obtain an alcohol license and to place 4x3 signs at three (3) intersections throughout the City beginning May 7 through June 9, 2025 and requesting immediate effect.
35. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND HERRICK – Setting Thursday, May 1, 2025 at 6:30 P.M. at the Dearborn Administrative Center (DAC) in the Council Chambers as the date, time, and place to hold a Public Hearing on the Proposed FY2025-2026 Budget and City Tax Rate and requesting immediate effect.
36. RESOLUTION BY COUNCILMEMBERS ENOS AND HERRICK – Authorizing the Director of Philanthropy and Grants to submit the Recreation Passport Grant application to obtain funding in the amount of \$150,000, with the local match in the amount of \$100,000, for park improvements at Argyle-Williamson Park and requesting immediate effect.
37. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HERRICK – Authorizing the Director of Philanthropy and Grants to submit the 2025 Michigan Natural Resources Trust Fund (MNRTF) Grant application to obtain funding in the amount \$400,000, with the local match in the amount of \$133,400 for the development of a fully Inclusive Playground at Camp Dearborn and requesting immediate effect.

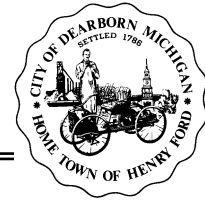
38. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED UNANIMOUSLY – Offering condolences to the family of Captain Jeremy Watkins and requesting immediate effect.
39. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Concurring in the appointment of Abdullah Majzoub to the City Beautiful Commission with a term ending June 30, 2027 and requesting immediate effect.
40. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Concurring in the appointment of Chris Draper to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
41. RESOLUTION BY COUNCILMEMBERS HERRICK AND ENOS – Concurring in the appointment of Akram Aldilaimi to the Disability Concerns Commission with a term ending June 30, 2028 and requesting immediate effect.
42. RESOLUTION BY COUNCILMEMBERS HERRICK AND ABRAHAM – Concurring in the appointment of Shiam Said to the East Dearborn Downtown Development Authority with a term ending June 30, 2026 and requesting immediate effect.
43. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ALSAWAFY – Concurring in the appointment of Nicole Golich to the Housing Commission with a term ending June 30, 2027 and requesting immediate effect.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

WALK ON ITEM

44. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED BY COUNCIL PRESIDENT PRO TEM HERRICK – Acknowledging the 50-year anniversary of Morley Manor and requesting immediate effect.

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk
From: City Council
Date: March 14, 2025
Subject: Council Acknowledgment/Morley Manor

The 34th City Council wishes to acknowledge the 50-year anniversary of Morley Manor with a Council Citation supported unanimously. This resolution shall be given immediate effect.

Michael T. Sareini
Council President

Leslie C. Herrick
Council President Pro Tem



Immediate Effect is Requested

CITY CLERK, DEARBORN MI
2025 MAR 13 AM 9:21

REQUEST: Additional Expenditures for Comfort Station Upgrades

DEPARTMENT: Parks & Recreation Department, in conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Parks & Recreation currently has a contract with Key Construction Co for the upgrade of Comfort Stations. Due to unforeseen circumstances including broken underground pipes, necessary design updates based on post-demolition findings, and the need to replace the majority of the carriages and ensure full ADA compliance in the changing rooms, additional costs have been incurred. Parks & Recreation is requesting approval to add \$68,628 to the contract so purchasing can approve a change order for this additional scope.

PRIOR COUNCIL ACTION: 10-551-24 approved the contract with Key Construction for Comfort Station Upgrades

BACKGROUND:

For the first time in over 25 years, the comfort stations at Hemlock and Ford Woods Park, as well as the shelter at Hemlock Park are receiving upgrades. The Crowley Park comfort station will also receive upgrades. The Crowley comfort station was expanded in 2011, however at that time, there were no upgrades to any functioning plumbing or electrical equipment. Upon Council approval, these requested upgrades will provide necessary repairs to restore optimal functionality at all the above-mentioned locations. The repairs range from cosmetic work to ensuring properly functioning plumbing and electrical.

FISCAL IMPACT: \$56,953

COMMUNITY IMPACT:

Provide optimally functioning comfort stations for the tens of thousands of park goers each year.

IMPLEMENTATION TIMELINE: The renovations will begin in the fall of 2024, and be completed before the spring of 2025.

COMPLIANCE/PERFORMANCE METRICS: Members of the Parks & Recreation staff will confirm adherence to the contract Scope of Work.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award for Contract for Demolition and Site Restoration Services of 5021 Wyoming and 5063 Wyoming in an amount not to exceed \$73,669.54 to Peterson Brothers Company.

DEPARTMENT: Economic Development, in conjunction with Purchasing.

BRIEF DESCRIPTION: This submission to Council involves a contract for the demolition and site restoration of 5021 Wyoming and 5063 Wyoming, following the completion of the appropriate processes surrounding a city-led demolition and in an effort to remove neighborhood blight and contribute to a reduction of the impact of heavy industrialization on Dearborn neighborhoods.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The subject properties were acquired by the City in October 2022 (5063 Wyoming) and May 2024 (5021 Wyoming) as part of the Administration's effort to create a cohesive opportunity for deindustrialization in the Eugene-Porath area. These two properties contribute to enabling a contiguous footprint of city-owned property of approximately 20 acres. The City intends to pivot from the past vision for this area as a space for additional logistics or industrial development and toward something that contributes more directly to an increased quality of life in the area, through elements such as green space, increased stormwater management capacity, and other improvements that bring vibrancy and resiliency to the area.

FISCAL IMPACT: The total cost for the demolition and site restoration of 5021 Wyoming and 5063 Wyoming is not to exceed \$73,669.54.

COMMUNITY IMPACT: The subject properties are vacant and in disrepair, and removal of the buildings will remove visual blight, increase area safety, and reduce maintenance costs for the property while the City plans and prepares for future improvements to the area in the context of the City's Master Land Use Plan Update and the Mayor's Strategic Plan.

IMPLEMENTATION TIMELINE: Demolition work will proceed as soon as possible upon award.

COMPLIANCE/PERFORMANCE METRICS: This project will be managed by the Economic Development Department.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award for Contract for Demolition and Site Restoration Services of 5021 Wyoming and 5063 Wyoming in an amount not to exceed \$73,669.54 to Peterson Brothers Company.

DATE: March 13, 2025

Budget Information

Project:	B15030 – Wyoming Commercial Demolitions
Total Approved Project Budget:	\$0
Available Project Budget:	\$0
Requested Amount:	\$73,669.54
Funding Source:	General Capital Improvement, Economic Development, Capital Project Support.
Supplemental Budget:	Amended Community Development Action Plan (B-24-MC-26): \$800,000 CDBG Funding

Summary of Request

Purchasing, on behalf of Economic Development, recommends the competitive purchase of Demolition and Site Restoration Services of 5021 Wyoming and 5063 Wyoming in an amount not to exceed \$73,669.54 to Peterson Brothers Company.

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

Background and Justification

The subject properties were acquired by the City in October 2022 (5063 Wyoming) and May 2024 (5021 Wyoming) as part of the Administration's effort to create a cohesive opportunity for deindustrialization in the Eugene-Porath area. These two properties contribute to enabling a contiguous footprint of city-owned property of approximately 20 acres. The City intends to pivot from the past vision for this area as a space for additional logistics or industrial development and toward something that contributes more directly to an increased quality of life in the area, through elements such as green space, increased stormwater management capacity, and other improvements that bring vibrancy and resiliency to the area.

The subject properties are vacant and in disrepair, and removal of the buildings will remove visual blight, increase area safety, and reduce maintenance costs for the property while the City plans and prepares for future improvements to the area in the context of the City's Master Land Use Plan Update and the Mayor's Strategic Plan.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

The procurement process was in accordance with Sect 2-568, Competitive Bids, of the Procurement Ordinance and all internal policies and procedures.

After a competitive solicitation process, the Economic Development Department is recommending an award to Peterson Brothers Company for Demolition and Site Restoration Services. Peterson Brothers Company was the lowest, qualified bidder after a review of the eleven submitted bids.

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid
 Issue Date: 3/6/25
 Deadline Date: 3/12/25
 Solicitations Obtained: 52
 Bids Received: 11

BIDDER	BID PRICE
Mierzwa Construction, LLC	\$37,749.00
Peterson Brothers Company	\$73,669.54
McMillian Group	\$73,800.00
Thomas Trucking Services, Inc	\$78,500.00
21 st Century Salvage	\$99,875.00
Presidential Construction, Inc	\$102,735.91
SC Services Environmental, LLC	\$119,323.00
Blue Star, Inc	\$138,900.00
Direct Construction Services, LLC	\$165,900.00
International Construction	\$220,000.00
Homrich	\$243,000.00

The actual low bid is Mierzwa Construction. This Contractor is unfamiliar to the City of Dearborn. The bid is “unreasonably” low, based on other submissions. Their submission failed to identify required asbestos abatement subcontractor. Economic Development Department’s recommendation is to move to the next low bidder; Peterson Brothers Co, in the amount of \$73,669.54.

Prepared By:

Signed by:

Rosette Fisher

B20D0133BAE34A4...

Rosette Fisher, Buyer

Department Approval:

Signed by:

Jordan Twardy

1C7AD67460A043C...

Jordan Twardy, Director Economic Development

Budget Approval:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy, Finance Director/ Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy J Romer

E7A573BA25E3480...

Jeremy J Romer, Corporation Counsel

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

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

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, which appears to read "Leslie C. Herrick".

Leslie C. Herrick
Council President Pro Tem

OFFICE OF THE 34TH CITY COUNCIL



2025 Disability Awareness Month Resolution

Whereas: The month of March, 2025, has been designated as “Disability Awareness Month” to celebrate and recognize people with disabilities; be it further

Whereas: Disability is a natural part of the human experience and in no way diminishes the right of individuals with disabilities to live independently, enjoy self-determination, make choices, contribute to society and experience fully in the economic, political, social, cultural and educational mainstream of American society; be it further

Whereas: Family members, friends and members of the Dearborn community can play a central role in enhancing the lives of people with disabilities, be it further

Whereas: Public and private employers are encouraged to acknowledge the capabilities of people with disabilities to be engaged in competitive work in inclusive settings; be it further

Whereas: The goals of Dearborn include providing individuals with disabilities the opportunities to: live a community where such individuals can exercise their full rights and responsibilities as citizens; pursue meaningful and productive lives; contribute to their family, community, state and nation; and achieve full inclusion in society; be it further

Whereas: Citizens of Dearborn should do all in their power to; recognize the value and intersectionality of the disability experience in our lives and the valued role it has in our rich diversity; recognize the barriers presented to those with disabilities; create ways to include everyone, especially those with developmental disabilities, to be fully included in all aspects of life; understand the losses (financial, spiritual, human rights, contributions to community, and otherwise), when our communities segregate and create barriers for those with disabilities; demand that policymakers create inclusive, equitable policies and systems for all; therefore be it

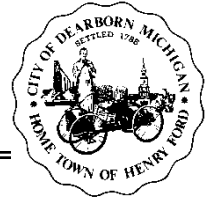
RESOLVED: Let it be resolved that the members of the 34th City Council of the City of Dearborn, do hereby designate the month of March, 2025, as “Disability Awareness Month” to celebrate and recognize people with disabilities, be it further

RESOLVED: That this resolution be given immediate effect.

A handwritten signature in dark ink, appearing to read "Michael T. Sareini", is written over a light blue horizontal line.

Michael T. Sareini
Council President

OFFICE OF THE 34TH CITY COUNCIL



To: City Clerk

From: City Council

Date: March 7, 2025

Subject: Sympathy Resolution

By Council President Sareini supported unanimously.

WHEREAS: The Council has learned with sorrow of the passing of Captain Jeremy Watkins and;

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

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

Next of kin:

Christine Watkins

3736 Dudley St.

Dearborn, MI 48124

EXECUTIVE SUMMARY



REQUEST: The City of Dearborn kindly requests approval to enter into a contract for the Saturday, August 2 headlining musical performance at Dearborn Homecoming Festival 2025.

DEPARTMENT: Community Relations, In Conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Community Relations kindly requests that Dearborn City Council award a professional services contract to Wasserman Music Group, LLC (Wasserman) and/or their designee in the amount of \$40,000 for a performance of HEADLINE ARTIST on August 2, 2025 at 8:45 p.m. at the Dearborn Homecoming Festival.

Please note that due to terms discussed between Wasserman and festival organizers, the identity of the performing artist is not to be made public until a mutually agreed upon announcement date, which is to be granted only through written authorization. In the event these terms are breached, Wasserman or the artist may elect to immediately terminate the performance.

PRIOR COUNCIL ACTION: In 2023 and 2024, Dearborn City Council awarded a similar request for a Dearborn Homecoming Festival headlining performer.

C.R. 6-321-23, 6-322-23, 3-100-24

BACKGROUND: Each year, the City of Dearborn contracts the services of headlining musical entertainment to perform at Dearborn Homecoming Festival.

FISCAL IMPACT:

- \$40,000 - Designated Purposes Fund, Community Relations, Program Services, Project Z77643
-

IMPACT TO COMMUNITY:

- Through Dearborn Homecoming Festival, the City of Dearborn provides a highly anticipated weekend of recreational and cultural enrichment to our residents as well as attendees from the greater metro area. Additionally, Dearborn Homecoming Festival offers the opportunity for local nonprofits and community groups to raise critical funds to support their missions, as well as brings a surge of traffic to local small businesses and our downtown district surrounding the festival grounds.

EXECUTIVE SUMMARY



IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS: All event costs and revenues are tracked in detail.

COMMUNITY RELATIONS AND FINANCE DEPARTMENT



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of contract for Saturday, Aug. 2 headlining musical performance at Dearborn Homecoming Festival 2025
DATE: March 13, 2025

Budget Information

Project: Z77643: Homecoming (2025)
Total Event Budget: \$657,740
Requested Amount: \$40,000
Funding Source: Designated Purposes Fund, Community Relations, Program Services
Supplemental Budget: N/A

Summary of Request

Purchasing has received a request from the Department of Community Relations to award a professional services contract to Wasserman Music Group, LLC (Wasserman) and/or their designee in the amount of \$40,000 for a performance of HEADLINE ARTIST on August 2, 2025 at 8:45 p.m. at the Dearborn Homecoming Festival.

Non-Disclosure

Please note that due to terms discussed between Wasserman and festival organizers, the identity of the performing artist is not to be made public until a mutually agreed upon announcement date, which is to be granted only through written authorization. In the event these terms are breached, Wasserman or the artist may elect to immediately terminate the performance.

It is respectfully requested that Council authorize the above with immediate effect.

Respectfully submitted,

DocuSigned by:

Alia Phillips

64F017BA272444C...

Alia Phillips

Director of Community Relations

DocuSigned by:

Mark Rozinsky

D17EE0C142E34C3

Mark Rozinsky

Purchasing Manager

DocuSigned by:

Michael Kennedy

F77949D1421447F...

Michael Kennedy

Treasurer / Director of Finance

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy J. Romer

Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: The City of Dearborn kindly requests approval to enter into a contract for the Friday, August 1 headlining musical performance at Dearborn Homecoming Festival 2025.

DEPARTMENT: Community Relations, In Conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Community Relations kindly requests that Dearborn City Council award a professional services contract to William Morris Endeavor Entertainment, LLC (WME) and/or their designee in the amount of \$50,000 for a performance of HEADLINE ARTIST on August 1, 2025 at 8:45 p.m. at the Dearborn Homecoming Festival.

Please note that due to terms discussed between WME and festival organizers, the identity of the performing artist is not to be made public until a mutually agreed upon announcement date, which is to be granted only through written authorization. In the event these terms are breached, Wasserman or the artist may elect to immediately terminate the performance.

PRIOR COUNCIL ACTION: In 2023 and 2024, Dearborn City Council awarded a similar request for a Dearborn Homecoming Festival headlining performer.

C.R. 6-321-23, 6-322-23, 3-100-24

BACKGROUND: Each year, the City of Dearborn contracts the services of headlining musical entertainment to perform at Dearborn Homecoming Festival.

FISCAL IMPACT:

- \$50,000 - Designated Purposes Fund, Community Relations, Program Services, Project Z77643
-

IMPACT TO COMMUNITY:

- Through Dearborn Homecoming Festival, the City of Dearborn provides a highly anticipated weekend of recreational and cultural enrichment to our residents as well as attendees from the greater metro area. Additionally, Dearborn Homecoming Festival offers the opportunity for local nonprofits and community groups to raise critical funds to support their missions, as well as brings a surge of traffic to local small businesses and our downtown district surrounding the festival grounds.

EXECUTIVE SUMMARY



IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS: All event costs and revenues are tracked in detail.

COMMUNITY RELATIONS AND FINANCE DEPARTMENT



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of contract for Friday, Aug. 1 headlining musical performance at Dearborn Homecoming Festival 2025
DATE: March 13, 2025

Budget Information

Project: Z77643: Homecoming (2025)
Total Event Budget: \$657,740
Requested Amount: \$50,000
Funding Source: Designated Purposes Fund, Community Relations, Program Services
Supplemental Budget: N/A

Summary of Request

Purchasing has received a request from the Department of Community Relations to award a professional services contract to William Morris Endeavor Entertainment, LLC (WME) and/or their designee in the amount of \$50,000 for a performance of HEADLINE ARTIST on August 1, 2025 at 8:45 p.m. at the Dearborn Homecoming Festival.

Non-Disclosure

Please note that due to terms discussed between WME and festival organizers, the identity of the performing artist is not to be made public until a mutually agreed upon announcement date, which is to be granted only through written authorization. In the event these terms are breached, Wasserman or the artist may elect to immediately terminate the performance.

It is respectfully requested that Council authorize the above with immediate effect.

Respectfully submitted,

DocuSigned by:

Alia Phillips

64E917BA27244AC

Alia Phillips

Director of Community Relations

DocuSigned by:

Mark Rozinsky

D17FF0C142E34C3...

Mark Rozinsky

Purchasing Manager

DocuSigned by:

Michael Kennedy

F77919D1421447E

Michael Kennedy

Treasurer / Director of Finance

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy J. Romer

Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: The City of Dearborn kindly requests approval to enter into a contract for the Sunday, August 3 headlining musical performance at Dearborn Homecoming Festival 2025.

DEPARTMENT: Community Relations, In Conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Community Relations kindly requests that Dearborn City Council award a professional services contract to William Morris Endeavor Entertainment, LLC (WME) and/or their designee in the amount of \$175,000 for a performance of HEADLINE ARTIST on August 3, 2025 at 8:45 p.m. at the Dearborn Homecoming Festival.

Please note that due to terms discussed between WME and festival organizers, the identity of the performing artist is not to be made public until a mutually agreed upon announcement date, which is to be granted only through written authorization. In the event these terms are breached, WME, or the artist may elect to immediately terminate the performance.

PRIOR COUNCIL ACTION: In 2023 and 2024, Dearborn City Council awarded a similar request for a Dearborn Homecoming Festival headlining performer.

C.R. 6-321-23, 6-322-23, 3-100-24

BACKGROUND: Each year, the City of Dearborn contracts the services of headlining musical entertainment to perform at Dearborn Homecoming Festival.

FISCAL IMPACT:

- \$175,000 - Designated Purposes Fund, Community Relations, Program Services, Project Z77643.
-

IMPACT TO COMMUNITY:

- Through Dearborn Homecoming Festival, the City of Dearborn provides a highly anticipated weekend of recreational and cultural enrichment to our residents as well as attendees from the greater metro area. Additionally, Dearborn Homecoming Festival offers the opportunity for local nonprofits and community groups to raise critical funds to support their missions, as well as brings a surge of traffic to local small businesses and our downtown district surrounding the festival grounds.
-

IMPLEMENTATION TIMELINE: Immediate effect is requested.

■

EXECUTIVE SUMMARY



■

COMPLIANCE/PERFORMANCE METRICS: All event costs and revenues are tracked in detail.

COMMUNITY RELATIONS AND FINANCE DEPARTMENTS



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of contract for Sunday, Aug. 3 headlining musical performance at Dearborn Homecoming Festival 2025
DATE: March 13, 2025

Budget Information

Project: Z77643: Homecoming (2025)
Total Event Budget: \$657,740
Requested Amount: \$175,000
Funding Source: Designated Purposes Fund, Community Relations, Program Services
Supplemental Budget: N/A

Summary of Request

Purchasing has received a request from the Department of Community Relations to award a professional services contract to William Morris Endeavor Entertainment, LLC (WME) and/or their designee in the amount of \$175,000 for a performance of HEADLINE ARTIST on August 3, 2025 at 8:45 p.m. at the Dearborn Homecoming Festival.

Non-Disclosure

Please note that due to terms discussed between WME and festival organizers, the identity of the performing artist is not to be made public until a mutually agreed upon announcement date, which is to be granted only through written authorization. In the event these terms are breached, WME or the artist may elect to immediately terminate the performance.

It is respectfully requested that Council authorize the above with immediate effect.

Respectfully submitted,

DocuSigned by:

Alia Phillips

64E917BA272444C...

Alia Phillips

Director of Community Relations

DocuSigned by:

Mark Rozinsky

D17FF0C142E34C3...

Mark Rozinsky

Purchasing Manager

DocuSigned by:

Michael Kennedy

F77019D1421447F...

Michael Kennedy

Treasurer / Director of Finance

DocuSigned by:

Jeremy Romer

E7A573BA25E3460

Jeremy J. Romer

Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Proposing to amend its FY2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 and \$800,000 of its FY 2023-24 prior year's unexpended and unprogrammed CDBG funding to support and fund the proposed Lapeer Park Inclusive Playscape and Wyoming Commercial Demolition projects.

It is also requested the Finance Director is hereby authorized to recognize and appropriate the grant award and to receive, direct, and disperse those award funds within the Community Development Fund (283) or other funds as supported through the annual schedule of supported resources which could include the General Fund (101) or Facilities Fund (634). Also, the Finance Department is hereby authorized to recognize, appropriate, receive and disburse funds as authorized under this resolution.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION: The Department is requesting to utilize prior year unexpended and unprogrammed CDBG funds toward the following projects:

Lapeer Park Inclusive Playscape Equipment Project: Consist of the removal of old playground equipment and installing playscape equipment which foster physical activity, social connections, risk-taking, and discovery while helping children connect with and care for the environment at Lapeer Park. Unlike traditional playgrounds, playscapes create space for unstructured play without adult-imposed boundaries.

Wyoming Commercial Demolitions: This project consists of the demolition of two large commercial buildings located at 5021 and 5063 Wyoming. The purpose of this project is to remove blight. The lots will remain vacant for the foreseeable future until plans are decided for the space.

PRIOR COUNCIL ACTION:

CR# 7-353-24

BACKGROUND:

The City of Dearborn is proposing to amend its current FY 2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 (B-22-MC-26) unexpended and unprogrammed CDBG funding. **Increase** the FY2024-25 CDBG budget in the amount of \$1,000,000 for the proposed Lapeer Park Inclusive Playscape Equipment Installation Project. Total project costs were estimated at \$1,000,000.

Transferring a total of \$800,000 of its FY2023-24 (B-23-MC-26) unexpended and unprogrammed CDBG funding. **Increase** the FY2024-25 CDBG budget in the amount of \$800,000 for the proposed Wyoming Commercial Demolition Project.



EXECUTIVE SUMMARY AND MEMORANDUM

CDBG Resources	CDBG Proposed Project	Funded Amount
FY2022-23 Unexpended Prior Year Funds	FY2024-25 Lapeer Park Playscape	\$1,000,000.00
F 2023-24 Unexpended Prior Year Funds	FY2024-25 Wyoming Commercial Demolition	\$800,000.00
Total Resources Available		\$1,800,000.00

Recommendation

The Economic Development Department recommends City Council approve to amend the current FY 2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 (B-22-MC-26) unexpended and unprogrammed CDBG funding for the proposed Lapeer Park Playscape project.

Transferring a total of \$800,000 of its FY2023-24 (B-23-MC-26) unexpended and unprogrammed CDBG funding for the proposed Wyoming Commercial Demolition project.

FISCAL IMPACT:

FY 2024-25 CDBG Award in the amount of \$1,000,000.

FY 2024-25 CDBG Award in the amount of \$800,000.

COMMUNITY IMPACT:

Replacement of old outdated playground equipment that was installed in the 1990's.

Upgrade of new playscape playground equipment at Lapeer Park which foster physical activity, social connections, risk-taking, and discovery while helping children connect with and care for the environment.

Removal of blight in the Wyoming commercial area.

IMPLEMENTATION TIMELINE:

Implementation of the Lapeer Park Playscape and Wyoming Demolition projects will take immediate effect.

COMPLIANCE/PERFORMANCE METRICS:

Contract for the Lapeer Park Playscape project will be monitored by the Parks and Recreation Project Team.

Contract for the Wyoming Commercial Demolition project will be monitored by the Commercial Services Division.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Jordan Twardy, Director of Economic Development

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Proposal to amend the FY 2024-25 Housing and Community Development Action Plan

DATE: March 18, 2025 (COW - March 13, 2025)

Budget Information

CDBG Resources	CDBG Proposed Project	Funded Amount
FY2022-23 Unexpended Prior Year Funds	FY2024-25 Lapeer Park Playscape	\$1,000,000.00
FY2023-24 Unexpended Prior Year Funds	FY2024-25 Wyoming Commercial Demolition	\$800,000.00
Total Resources Reprogrammed		\$1,800,000.00

Summary of Request

The Department is requesting to utilize prior year unexpended and unprogrammed CDBG funds toward the following projects:

Lapeer Park Playscape Equipment Project: Consist of the removal of old playground equipment and installing playscape equipment which foster physical activity, social connections, risk-taking, and discovery while helping children connect with and care for the environment at Lapeer Park. Unlike traditional playgrounds, playscapes create space for unstructured play without adult-imposed boundaries.

Wyoming Commercial Demolitions: This project consists of the demolition of two large commercial buildings located at 5021 and 5063 Wyoming. The purpose of this project is to remove blight. The lots will remain vacant for the foreseeable future until plans are decided for the space.

It is also requested the Finance Director is hereby authorized to recognize and appropriate the grant award and to receive, direct, and disperse those award funds within the Community Development Fund (283) or other funds as supported through the annual schedule of supported resources which could include the General Fund (101) or Facilities Fund (634). Also, the Finance Department is hereby authorized to recognize, appropriate, receive and disburse funds as authorized under this resolution.

Immediate effect is requested.

Background and Justification

The City of Dearborn is proposing to amend its current FY 2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 (B-22-MC-26) unexpended and unprogrammed CDBG funding.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

Increase the budget in the amount of \$1,000,000 for the proposed Lapeer Park Inclusive Playground Equipment Installation Project. Total project costs were estimated at \$1,000,000. CDBG funding will be \$1,000,000.

Transferring a total of \$800,000 of its FY2023-24 (B-23-MC-26) unexpended and unprogrammed CDBG funding.

Increase the budget in the amount of \$800,000 for the proposed Wyoming Commercial Demolition Project

Recommendation

The Economic Development Department recommends City Council approve to amend the current FY 2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 (B-22-MC-26) unexpended and unprogrammed CDBG funding for the proposed Lapeer Park Playscape project.

Transferring a total of \$800,000 of its FY2023-24 (B-23-MC-26) unexpended and unprogrammed CDBG funding for the proposed Wyoming Commercial Demolition project.

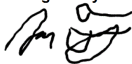
Signature Page

Prepared By:

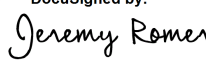
Regina Sistrunk

Name: Regina Sistrunk

Title: Community Development Compliance Officer

Signed by:

1C7ADC7466A843C...

Jordan Twardy
Economic Development Director

DocuSigned by:

E7A573BA25E3460...

Jeremy Romer
Corporation Counsel

DocuSigned by:

F77919D1421447F...

Michael Kennedy
Finance Director/Treasurer



EXECUTIVE SUMMARY AND MEMORANDUM

COUNCIL RESOLUTION

WHEREAS: The City of Dearborn is Proposing to amend its FY2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 and \$800,000 of its FY 2023-24 prior year's unexpended and unprogrammed CDBG funding to support and fund the proposed Lapeer Park Inclusive Playscape and Wyoming Commercial Demolition projects. and

WHEREAS: The Department is requesting to utilize prior year unexpended and unprogrammed CDBG funds toward the following projects:

Lapeer Park Playscape Equipment Project: Consist of the removal of old playground equipment and installing playscape equipment which foster physical activity, social connections, risk-taking, and discovery while helping children connect with and care for the environment at Lapeer Park. Unlike traditional playgrounds, playscapes create space for unstructured play without adult-imposed boundaries.

Wyoming Commercial Demolition Project: This project consists of the demolition of two large commercial buildings located at 5021 and 5063 Wyoming. The purpose of this project is to remove blight. The lots will remain vacant for the foreseeable future until plans are decided for the space.

WHEREAS: It is also requested the Finance Director is hereby authorized to recognize and appropriate the grant award and to receive, direct, and disperse those award funds within the Community Development Fund (283) or other funds as supported through the annual schedule of supported resources which could include the General Fund (101) or Facilities Fund (634). Also, the Finance Department is hereby authorized to recognize, appropriate, receive and disburse funds as authorized under this resolution, and

RESOLVED: The Economic Development Department recommends City Council approve to amend the current FY 2024-25 Housing and Community Development Action Plan (B-24-MC-26) by:

Transferring a total of \$1,000,000 of its FY2022-23 (B-22-MC-26) unexpended and unprogrammed CDBG funding for the proposed Lapeer Park Playscape project.

Transferring a total of \$800,000 of its FY2023-24 (B-23-MC-26) unexpended and unprogrammed CDBG funding for the proposed Wyoming Commercial Demolition project.

RESOLVED: That the Mayor and Corporation Counsel, or his designee, be and are hereby authorized to execute documents necessary to effectuate the sale; be it further

RESOLVED: That this resolution be given immediate effect.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Emergency Immediate Abatement at Fairlane Mall It is also requested that the Finance Director be authorized to transfer the \$38,495 in current funding from the Capital Improvement Fund, Project ARPA70, to the General Fund; as well as to recognize and appropriate the transfer.

DEPARTMENT: Economic Development, in conjunction with Purchasing

BRIEF DESCRIPTION: This request is for authorization to cover the Immediate Abatement of Fairlane Mall at a total of \$38,495 incurred for Snow Removal and Salt with Frank's Landscaping & Supplies LLC.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: Director of ED Jordan Twardy determined that after multiple complaints from businesses within and around the mall that there was an immediate danger to the public. This was based on the amount of snow and ice that exceeded 3 inches. Per Section 13-9 (immediate abatement) the director issued the order to have the work done.

The vendor used, Frank's Landscaping, is an existing and reputable snow removal company that we have experience with and had the availability to perform the work. The work performed was coordinated with Frank's after Economic Development staff met out at the mall to better understand the scope of the project. This coordination all took place on February 14, 2025.

FISCAL IMPACT: \$38,495

COMMUNITY IMPACT: After receiving community, business, and tenant feedback about the danger to pedestrians, motorists, and employees we acted to protect the public by performing the work that the mall wasn't going to do.

IMPLEMENTATION TIMELINE: This service was completed on 02/14/2025

COMPLIANCE/PERFORMANCE METRICS: Economic Development oversaw this abatement process.

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

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Emergency Immediate Abatement at Fairlane Mall
DATE: February 20, 2024

Budget Information

Adopted Budget: \$0.00
Amended Budget: \$0.00
Requested Amount: \$38,495.00
Funding Source: General Fund, Property Maintenance & Development Services,
Neighborhood Services, Professional Services
Supplemental Budget: \$38,495.00
ARPA70 - Economic Development

Summary of Request

Purchasing, on behalf of the Economic Development Department, is requesting emergency approval for an Immediate Abatement with Frank's Landscaping & Supplies LLC at a cost of \$38,495 incurred for snow removal and salt.

It is also requested that the Finance Director be authorized to transfer the \$38,495 in current funding from the Capital Improvement Fund, Project ARPA70, to the General Fund; as well as to recognize and appropriate the transfer.

It is respectfully requested that the Council authorize the emergency purchase and funding transfers. Immediate effect is requested as the emergency purchase order has been completed or is in progress.

Background and Justification

The immediate abatement ordinance Sec 13-9 authorizes the Director of Economic Development the authority to declare an emergency abatement. In this case, Fairlane Mall allowed treacherous conditions to exist on the morning of February 14, 2025. The city posted the emergency abatement, sent a copy to Mall Management, and sent certified mail acknowledging the abatement was to take place.

The work was then authorized and progressed into the evening of February 14th.

Process

This procurement is in accordance with Section 2-568 (b) 10 of the City of Dearborn Ordinance which allows for emergency purchases in a situation when there is a threat to the health, welfare, or safety of the public.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:
Mark Rozinsky
017FF0C142B44C3
Mark Rozinsky, Purchasing Manager

Department Approval:

Signed by:
Jordan Twardy
1C7ADCF266A8142C
Jordan Twardy, Economic Development Director

Budget Approval:

DocuSigned by:
Michael Kennedy
2701B01421447F5
Michael Kennedy, Finance Director/Treasurer

Initial
ack



FINANCE EXECUTIVE SUMMARY

Immediate Effect is Requested

REQUEST: Set the Public Hearing date of May 1, 2025 at 6:30PM in the DAC Council Chambers for the FY2025-2026 Proposed Budget and Tax Rates.

DEPARTMENT: Finance

BRIEF DESCRIPTION: Pursuant to City Charter Section 13.4, Section 2-516 (c), and State Law, the City of Dearborn is required to hold a public hearing on the Proposed Budget and Tax Rates prior to the final Budget Adoption.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Public Hearing is an important step in the budget adoption process for transparency purposes. The Public Hearing allows the community to provide feedback, and engage with elected officials regarding the Budget and Tax Rates, before the final adoption.

The notice for the Public Hearing must be published a minimum of seven days in advance of the meeting, and the notice sample is attached for reference. The notice will be posted in both Arabic and English in the Arab American News.

FISCAL IMPACT: N/A

IMPACT TO COMMUNITY: The Public Hearing allows community engagement and feedback prior to the final budget adoption.

IMPLEMENTATION TIMELINE: Immediate Effect is Requested.

COMPLIANCE/PERFORMANCE METRICS: City Staff and Administration will submit the notice for posting to the newspaper publication and develop the Public Hearing packet which will be available on both the City of Dearborn website and Clerk’s office prior to the meeting.



FINANCE

TO : City Council
FROM : Department of Finance
VIA : Mayor Abdullah H. Hammoud
SUBJECT : Public Hearing on the Proposed FY2025-2026 Budget
DATE : March 13, 2025

It is requested that the City Council set the date of Thursday May 1, 2025, for a Public Hearing on the City's proposed budget for the ensuing fiscal year. Immediate effect is requested to ensure compliance with public notification requirements.

Pursuant to Section 2-516 (c) of the City Code, the notice of this hearing must be published not less than seven days prior to the date of the hearing. Under state law, the notice of this hearing must be published not less than six days prior to the date of such hearing. The hearing notice must be in the format as shown on the document provided, and the bold faced statement must be 11 point type bold faced.

The Public Hearing notice will be posted in both Arabic and English in the Arab American News.

Respectfully Submitted,

DocuSigned by:

Corey Jarocki

3923DB0ED71E40A...

Corey Jarocki
Deputy Finance Director

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy
Director of Finance/Treasurer

DocuSigned by:

Jeremy J. Romer

E7A573BA25E3460...

Jeremy Romer
Corporation Counsel

NOTICE OF PUBLIC HEARING ON THE PROPOSED FISCAL 2025- 2026 CITY OF DEARBORN BUDGET AND THE 2026 CITY TAX RATE

A public hearing will be held Thursday, May 1, 2025 at 6:30 p.m. in the Council Chambers at the Dearborn Administrative Center, 16901 Michigan Avenue on the proposed budget for the City of Dearborn for its 2025-2026 fiscal year commencing July 1, 2025. The proposed budget is available for public inspection at the City Clerk's office located at the same address and on the City's website.

The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

This notice is published pursuant to City Charter Section 13.4, Section 2-516 (c) of the City Code, and applicable provisions of state law.



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

The Dearborn Fire Department requests approval for participation in the Mutual Aid Box Alarm System Association (MABAS).

DEPARTMENT:

Fire Department

BRIEF DESCRIPTION

The Mutual Aid Box Alarm System is a statewide agreement for mutual aid services among fire departments. As a member of the Western Wayne Mutual Aid Association, we are a member of MABAS Base #3203, which requires annual approval from the City Council. There are no additional dues for participating in MABAS; however, City resources may be called upon to assist during large-scale emergencies.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND

The Mutual Aid Box Alarm System is a statewide agreement for mutual aid services among fire departments. As a member of the Western Wayne Mutual Aid Association, we are a member of MABAS Base #3203, which requires annual approval from the City Council. There are no additional dues for participating in MABAS; however, City resources may be called upon to assist during large-scale emergencies.

FISCAL IMPACT:

None. Unless called upon to assist another community. When activated, associated costs are typically reimbursed by the state or local authority.

COMMUNITY IMPACT:

Participation in MABAS provides Dearborn access to firefighting, EMS, and specialized rescue services from all regions across the state during large-scale emergencies.



EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate-Currently a participating member.

COMPLIANCE/PERFORMANCE METRICS:

The Fire Department Administration will continue to monitor the use of mutual aid and cost efficiencies related to this membership.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Fire Chief Joseph Murray

VIA: Mayor Abdullah H. Hammoud

SUBJECT: MABAS Agreement

DATE February 26, 2025

Summary of Request

The Dearborn Fire Department requests approval for participation in the Mutual Aid Box Alarm System Association (MABAS).

Background and Justification

The Mutual Aid Box Alarm System is a statewide agreement for mutual aid services among fire departments. As a member of the Western Wayne Mutual Aid Association, we are a member of MABAS Base #3203, which requires annual approval from the City Council. There are no additional dues for participating in MABAS; however, City resources may be called upon to assist during large-scale emergencies.



EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

DocuSigned by:

Joseph Murray

03FD550B1D2F4D0...

Joseph Murray
Fire Chief

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy Romer
Corporation Counsel

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy
Finance Director

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date

**AMENDED MICHIGAN MUTUAL AID BOX ALARM SYSTEM ASSOCIATION
AGREEMENT**

Effective Date: _____

BETWEEN

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES
TO THIS INTERLOCAL AGREEMENT**

This Agreement is entered into between the participating units of local government "Parties" that execute this Agreement and adopt its terms and conditions as provided by law. This Agreement supersedes any and all prior Agreements and amendments to the Michigan Mutual Aid Box Alarm System Association Agreement.

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and,

WHEREAS, the Urban Cooperation Act, of 1967, 1967 PA 7, MCL 124.501, et seq., provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and,

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, rescue and emergency medical assistance, hazardous materials control, technical rescue and/or other emergency support for an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and,

WHEREAS, the Parties have determined that it is in their best interests to form an association to provide for communications procedures, training, and other functions to further the provision of said protection of life and property during an Emergency, Disaster, or other Serious Threat to Public Health and Safety; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the Parties agree as follows:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as natural disasters and man-made catastrophes, no political subdivision possesses all the necessary resources to cope with every possible Emergency, Disaster or Serious Threat to Public Safety, and an effective, efficient response can be best achieved by leveraging collective resources from other political subdivisions. Further, it is acknowledged that coordination of mutual aid through the Michigan Mutual Aid Box Alarm System Association (MI-MABAS) is most effective for best practices and efficient provision of mutual aid.

SECTION TWO

Definitions

The Parties agree that the following words and expressions, as used in this Agreement, whenever initially capitalized, whether used in the singular or plural, possessive or non-possessive, either within or without quotation marks, shall be defined and interpreted as follows:

- A. "Agreement" means the MI-MABAS Agreement.
- B. "Michigan Mutual Aid Box Alarm System" ("MABAS") means a definite and prearranged plan whereby response and assistance is provided to a

Requesting Party by an Assisting Party in accordance with the system established and maintained by MI-MABAS Members;

- C. "Party" means a political subdivision which has entered into this Agreement as a signatory;
- D. "Requesting Party" means any Party requesting assistance under this agreement;
- E. "Assisting Party" means any Party furnishing equipment, personnel, and/or services to a Requesting Party under this agreement;
- F. "Emergency" means an occurrence or condition in a Party's jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Party and such that a Requesting Party determines the necessity of requesting aid;
- G. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, or similar occurrences resulting from terrorist activities, riots, or civil disorders;
- H. "Serious Threats to Public Health and Safety" means other threats or incidents such as those described as Disasters, of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance;

- I. “Division” means the geographically associated Parties which have been grouped for operational efficiency and representation of those Parties;
- J. “Training” means the regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MI-MABAS;
- K. “Executive Board” means the governing body of MI-MABAS composed of Division representatives.
- L. “Effective Date” means the date on which the Agreement is first filed with the Department of State, the Office of the Great Seal, and each county where Parties are located.
- M. “Special Operations Teams” means MI-MABAS recognized teams of personnel with the requisite training and skill for Hazardous Materials Response, Technical Rescue Response (including Strike Teams and Michigan Task Force 1) and Incident Management Teams.

SECTION THREE

Establishment of the Association, the Divisions and Executive Board of MI-MABAS

A. Establishment of the Association

- 1. The Parties intend and agree that MI-MABAS is established as separate legal entity and public body corporate pursuant to the Michigan Urban Cooperation Act of 1967, 1967 PA, MCL 124.505(c) and this Agreement.
- 2. Name of MI-MABAS. The formal name of the Association is “Michigan Mutual Aid Box Alarm System Association”.

3. Federal Tax Status. The Parties intend that MI-MABAS and all Divisions shall be exempt from federal income tax under Section 115(1) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any future tax code
4. State and Local Tax Status. The parties intend that the MI-MABAS and all Divisions shall be exempt from all State and local taxation including, but not limited to, sales, use, income, single business, and property taxes under the applicable provisions of the laws of the State.
5. Title to MI-MABAS Property. All property is owned by MI-MABAS as a separate legal entity. MI-MABAS may hold any of its property in its own name or in the name of one (1) or more of the Parties or Divisions, as determined by the Parties.
6. Principal Office. The principal office of the Association ("Principal Office") shall be at such locations determined by the MI-MABAS Executive Board.

B. Establishment of the Executive Board.

An Executive Board shall be established to consider, adopt, and amend needed rules, procedures, by-laws and any other matters deemed necessary by the Parties. The Executive Board shall consist of a member elected from each Division of MI-MABAS who shall serve as the voting representative of said Division of MI-MABAS matters, and may appoint a designee from his or her Division to serve temporarily in his or her stead. Such designee shall have all rights and privileges attendant to a representative of the Division. A President and Vice President shall be elected from the representatives of the

Parties and shall serve without compensation. The President and other officers shall coordinate the activities of the MI-MABAS Association.

SECTION FOUR

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures, and bylaws of the MI-MABAS Association, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION FIVE

Rules and Procedures

Rules, procedures, and by laws of the MI-MABAS Association shall be established by the Member Units via the Executive Board as deemed necessary for the purpose of administrative functions, the exchange of information, and the common welfare of the MI-MABAS.

SECTION SIX

Authority and Action to Effect Mutual Aid

- A. The Parties hereby authorize and direct their respective Fire Chief or his or her designee to take necessary and proper action to render and/or request mutual aid from the other Parties in accordance with the policies and procedure established and maintained by the MI-MABAS Association.

- B. Upon a Fire Department's receipt of a request from another Party for Fire Services, the Fire Chief, the ranking officer on duty, or other officer as designated by the Fire Chief shall have the right to commit the requested Firefighters, other personnel, and Fire Apparatus to the assistance of the requesting Party. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Responding Party. The judgment of the Fire Chief, or his or her designee, of the Responding Party shall be final as to the personnel and equipment available to render aid.
- C. An authorized representative of the Party which has withheld or refused to provide requested assistance under this Agreement shall immediately notify the Requesting Party, and shall submit an explanation for the refusal.

SECTION SEVEN

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall at all times remain employees of the Assisting Party, and are entitled to receive benefits and/or compensation to which they are otherwise entitled to under the Michigan Workers' Disability Compensation Act of 1969, any pension law, or any act of Congress.

Personnel dispatched intrastate to assist a party pursuant to this Agreement continue to enjoy all powers, duties, rights, privileges, and immunities as provided by Michigan Law. When Parties are dispatched pursuant to the Emergency Management Assistance Compact (EMAC), the Parties shall adhere to all provisions of the EMAC. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Incident Commander of the Requesting Party.

SECTION EIGHT

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement, absent a state or federal declaration of emergency or disaster, excluding resources for Special Operations Teams, shall be at no charge to the Requesting Party for the first eight hours. Any expenses recoverable from third parties shall be equitably distributed among Responding Parties. Requests for a response from any MI-MABAS Special Operations Team may require full and complete reimbursement to the responding Team for all expenses, including but not limited to, expenses for equipment, personnel, management and administration and all other services provided at an incident. The Executive Board shall adopt fee schedules that establish rates for Special Operations Team responses. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. The Parties reserve the right to waive any charges to a Requesting Party.

SECTION NINE

Insurance

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. The obligations of the Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The

Executive Board may require that copies or other evidence of compliance with the provisions of this Section be provided by the Parties to the Executive Board.

SECTION TEN

Liability

Each Party will be solely responsible for the acts of its own employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts. The Parties shall not be responsible for any liability or costs associated with those acts and the defense of those acts for Parties outside of their political jurisdictions. It is agreed that none of the Parties shall be liable for failure to respond for any reason to any request for Fire Services or for leaving the scene of an Incident with proper notice after responding to a request for service.

SECTION ELEVEN

No Waiver of Governmental Immunity

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of Parties, officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such Parties, officers, agents, or employees extraterritorially under the provision of this Agreement. No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by any Party of any governmental immunity as provided by the Act or otherwise under law.

SECTION TWELVE

Term

- A. The existence of MI-MABAS commences on the Effective Date and continues until terminated in accordance with this Section.
- B. Any Party may withdraw, at any time, from this Agreement for any reason, or for no reason at all, upon thirty (30) days written notice to the Association. The withdrawal of any Party shall not terminate or have any effect upon the provisions of this Agreement so long as the MI-MABAS remains composed of at least two (2) Parties. Parties withdrawing from MI-MABAS and subsequently requesting a mutual aid resource from a MI-MABAS member may be subject to reasonable fees for that resource according to the fee schedule established, and periodically reviewed and updated, by the Executive Board.

- C. This Agreement shall continue until terminated by the first to occur of the following:
- (i) The Association consists of less than two (2) Parties; or,
 - (ii) A unanimous vote of termination by the total membership of the Executive Board.

SECTION THIRTEEN

Miscellaneous

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
- B. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- C. Governing Law/Consent to Jurisdiction and Venue. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement and approval of the governing bodies of all Parties. Amendments to this Agreement shall be filed with the Department of State, the Office of the Great Seal, each county of the State where a Party is located, and any other governmental agency, office, and official required by law. The undersigned unit of local government or public agency hereby adopts, subscribes, and approves this Agreement to which this signature page will be attached, and agrees to be a party and be bound by the terms.
- H. Compliance with Law. The Association shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.
- I. No Third Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- J. Counterpart Signatures. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement.
- K. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents

necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

- L. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- M. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the person appointed to the governing board by the governing body of the participating agency.

Political Entity

Chief Executive Official

Date



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

The Dearborn Fire Department is requesting renewal of membership in the Western Wayne Mutual Aid Association in the amount of \$30,994.

DEPARTMENT:

Fire Department

BRIEF DESCRIPTION

The Western Wayne Mutual Aid Association is an association formed by 20 Western Wayne communities for the purposes of providing mutual aid services and specialized services during larger emergencies.

PRIOR COUNCIL ACTION:

This membership has been renewed annually. City Council first approved membership in the Western Wayne Fire Department Mutual Aid Association in 2007 (CR 5-247-07).

BACKGROUND

This membership allows for Mutual Aid Agreements with participating fire departments. There are currently twenty-one member communities that participate, including the City of Plymouth, the City of Northville, Plymouth Township, Northville Township, Novi, Western Wayne Airport, Belleville, Canton, Dearborn, Dearborn Heights, Farmington Hills, Garden City, Inkster, Livonia, Redford Township, Romulus, Van Buren Township, Melvindale, Taylor, Wayne, and Westland. The membership also includes access to specialized operational teams, including the HAZMAT Response Team and the Urban Search and Rescue Team. Along with these services, the WWCFDMAA provides information sharing, legislative updates, EMS/Medical protocol updates, HEMS control advisory board positions, and consortium purchasing opportunities.

Fire Chief Joseph Murray has served as President of the WWCFDMAA since 2016 and was recently re-elected for 2025.

FISCAL IMPACT:

The total cost for 2025 membership is \$30,994, which will be taken from Fire Department funds.



EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT:

The WWCFDMAA provides additional firefighting, EMS, and specialized rescue services during emergencies when the City of Dearborn alone cannot provide enough resources. Through this agreement and the consolidation of resources, the City saves on costs for teams that respond to high-risk but low-frequency events such as large HAZMAT spills, floods, or structural collapses.

IMPLEMENTATION TIMELINE:

Immediate-Currently a member community.

COMPLIANCE/PERFORMANCE METRICS:

The Fire Department Administration will continue to monitor mutual aid usage and the cost efficiencies associated with this membership.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Fire Chief Joseph Murray

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Renewal of Western Wayne County Fire Department Mutual Aid Agreement

DATE February 19, 2025

Budget Information

Adopted Budget: \$47,000
Amended Budget: \$47,000
Requested Amount: \$30,994
Funding Source: Fire, Fire Fighting, Memberships
Supplemental Budget: N/A

Summary of Request

The Dearborn Fire Department is requesting renewal of membership in the Western Wayne Mutual Aid Association in the amount of \$30,994

Background and Justification

This membership allows for Mutual Aid Agreements with participating fire departments. There are currently twenty communities that participate, including the City of Plymouth, the City of Northville, Plymouth Township, Northville Township, Novi, Western Wayne Airport, Belleville, Canton, Dearborn, Dearborn Heights, Farmington Hills, Garden City, Inkster, Livonia, Redford Township, Romulus, Van Buren Township and Melvindale. The membership also includes access to special operational teams such as the HAZMAT Response Team and the Urban Search and Rescue Team. In addition to these services, the WWCFDMAA provides information sharing, legislative updates, EMS/Medical protocol updates, HEMS control advisory board seats, and consortium purchasing opportunities.

Fire Chief Joseph Murray has served as President of the WWCFDMAA since 2016 and was recently re-elected for 2025.



EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

DocuSigned by:

Joseph Murray

03FD550B1D2F4D0...

Joseph Murray

Fire Chief

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy Romer

Corporation Counsel

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy

Finance Director



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval for a twelve-month extension of the Lease Agreement for the City-owned property at 5165 Wyoming.

IMMEDIATE EFFECT

DEPARTMENT: Law

BRIEF DESCRIPTION: Issam Eid and Hanadi Merhi are requesting a twelve-month extension of the Lease, until March 1, 2026, for the City-owned property at 5165 Wyoming. The rental rate would increase to \$2,250 per month. Additionally, the City would be permitted to inspect the building within ten (10) business days of the effective date of the Lease Amendment.

PRIOR COUNCIL ACTION:

C.R. 7-360-23 approved the City's purchase of 5165 Wyoming for \$689,000 with the condition that Issam Eid and Hanadi Merhi could remain in the property as Lessees for a period not to exceed one year following the closing. The rental rate was \$1,500 per month. The Lease expiration date was August 29, 2024.

C.R. 8-415-24 approved Issam Eid and Hanadi Merhi's request for a six-month extension of the Lease, until March 1, 2025, for the City-owned property at 5165 Wyoming, at the rental rate of \$1,500 per month.

BACKGROUND: C.R. 7-360-23 approved the City's purchase of 5165 Wyoming for \$689,000 with the condition that the Sellers, Issam Eid and Hanadi Merhi, could remain in the property as Lessees for a period not to exceed one year following the closing. Under the terms of the Lease, Issam Eid and Hanadi Merhi are to pay rent to the City in the amount of \$1,500 per month, commencing on the date of closing. Closing took place on August 29, 2023; therefore, the Lease expiration date was August 29, 2024.

C.R. 8-415-24 approved Issam Eid and Hanadi Merhi's request to extend the Lease another six months, until March 1, 2025, at the rental rate of \$1,500 per month.

FISCAL IMPACT: Receipt of the rental rate of \$2,250 per month, which is an increase from the previous rental rate of \$1,500 per month.

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE: The new lease term would expire March 1, 2026.

COMPLIANCE/PERFORMANCE METRICS: Law Department and Economic Development Department will monitor compliance with conditions pertaining to the Lease.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Corporation Counsel
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Request for a twelve-month extension of the Lease Agreement for the City-owned property at 5165 Wyoming
DATE: February 24, 2025

Summary of Request

Council Resolution 7-360-23 (attached) approved the City's purchase of 5165 Wyoming for \$689,000 with the condition that the Sellers, Issam Eid and Hanadi Merhi, could remain in the property as Lessees for a period not to exceed one year following the closing and pay rent to the City in the amount of \$1,500 per month, commencing on the date of closing. Closing took place on August 29, 2023. Therefore, Issam Eid and Hanadi Merhi were required to vacate the building by August 29, 2024.

Council Resolution 8-415-24 (attached) approved Issam Eid and Hanadi Merhi's request for a six-month extension of their Lease, until March 1, 2025, with the continued rental rate of \$1,500 per month.

Issam Eid and Hanadi Merhi are now requesting an additional twelve-month extension of the Lease.

It is recommended that Issam Eid and Hanadi Merhi's request to extend the Lease twelve months, until March 1, 2026, be approved, conditioned upon Issam Eid and Hanadi Merhi paying the increased rental rate of \$2,250 per month. The Lease Amendment will also permit the City to inspect the building within ten (10) business days of the effective date of the Lease Amendment. (Please see attached Second Amendment to Lease Agreement.) All other terms and conditions contained in Council Resolution 7-360-23, Council Resolution 8-415-24, and the original Lease Agreement dated August 29, 2023 shall remain in effect.

A Resolution requesting immediate effect is attached.

Respectfully submitted,

DocuSigned by:

Rebecca Schultz

C73061A00EB9490...

REBECCA A. SCHULTZ
Assistant Corporation Counsel

APPROVED:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

JEREMY J. ROMER
Corporation Counsel



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

RESOLUTION

WHEREAS: Council Resolution 7-360-23 approved the City's purchase of 5165 Wyoming for \$689,000 with the condition that the Sellers, Issam Eid and Hanadi Merhi, could remain in the property as Lessees for a period not to exceed one year following the closing and pay rent to the City in the amount of \$1,500 per month, commencing on the date of closing, and

WHEREAS: Closing took place on August 29, 2023. Therefore, Issam Eid and Hanadi Merhi were required to vacate the building by August 29, 2024, and

WHEREAS: Council Resolution 8-415-24 approved Issam Eid and Hanadi Merhi's request for a six-month extension of the Lease, until March 1, 2025, at the rental rate of \$1,500 per month, and

WHEREAS: Issam Eid and Hanadi Merhi are requesting an additional twelve-month extension of the Lease, until March 1, 2026, and

WHEREAS: It is recommended that Issam Eid and Hanadi Merhi's request to extend the Lease twelve months, until March 1, 2026, be approved, conditioned upon Issam Eid and Hanadi Merhi paying the increased rental rate of \$2,250 per month; therefore, be it

RESOLVED: That Issam Eid and Hanadi Merhi's request to extend the Lease twelve months, until March 1, 2026, is granted, conditioned upon Issam Eid and Hanadi Merhi paying the increased rental rate of \$2,250 per month and conditioned upon the City being permitted to inspect the building within ten (10) business days of the effective date of the Lease Amendment; be it further

RESOLVED: That Corporation Counsel or his designee is authorized to execute documents to effectuate this extension; be it further

RESOLVED: That all other terms and conditions contained in Council Resolution 7-360-23, Council Resolution 8-415-24, and the original Lease Agreement dated August 29, 2023 shall remain in effect; be it further

RESOLVED: That this Resolution be given immediate effect.

**SECOND AMENDMENT TO
LEASE AGREEMENT DATED AUGUST 29, 2023
BETWEEN THE CITY OF DEARBORN AND
ISSAM EID AND HANADI MERHI**

PREMISES: 5165 WYOMING, DEARBORN, MI 48126

This Second Amendment to Lease Agreement is entered into this _____ day of _____, 2025, by and between the CITY OF DEARBORN, a Michigan Municipal Corporation (“Lessor”), whose address is 16901 Michigan Avenue, Dearborn, MI 48126, and ISSAM EID and HANADI MERHI (“Lessees”), whose address is 4 Robindale Ct., Dearborn, MI 48124, to set forth certain amendments to the original Lease Agreement dated August 29, 2023 (“Lease Agreement”).

Now, therefore, Lessor and Lessees mutually agree to amend the Lease Agreement, as follows:

1. The Lease term shall be extended twelve (12) months, commencing on March 1, 2025 and ending on March 1, 2026. In no event shall the Lease term extend beyond March 1, 2026.
2. The rental rate during this Lease extension, commencing on March 1, 2025 and ending on March 1, 2026, shall be Two Thousand Two Hundred Fifty Dollars (\$2,250.00) per month.
3. The City shall be permitted to inspect the building at 5165 Wyoming within ten (10) business days of the effective date of this Second Amendment to Lease Agreement.

All other terms and conditions contained in the Lease Agreement dated August 29, 2023 and the First Amendment to Lease Agreement dated August 29, 2024 not specifically modified by this Second Amendment to Lease Agreement shall remain in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

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

LESSOR:

CITY OF DEARBORN

By: Abdullah H. Hammoud
Mayor, City of Dearborn

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

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

Notary Public, Wayne County, MI
My Commission expires:

LESSEES:

ISSAM EID

HANADI MERHI

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the ____ day of _____, 2025, before me appeared ISSAM EID and HANADI MERHI, to me personally known who, being sworn by me, did say that they are the Lessees of the property located at 5165 Wyoming, Dearborn, MI 48126, and that said instrument was signed on their behalf and as their free act and deed.

Notary Public, Wayne County, MI
My Commission expires:

By Abraham supported by Herrick.

8-415-24. WHEREAS: Council Resolution 7-360-23 approved the City's purchase of 5165 Wyoming for \$689,000 with the condition that the Sellers, Issam Eid and Hanadi Merhi, could remain in the property as Lessees for a period not to exceed one year following the closing and pay rent to the City in the amount of \$1,500 per month, commencing on the date of closing, and

WHEREAS: Closing took place on August 29, 2023. Therefore, Issam Eid and Hanadi Merhi are required to vacate the building by August 29, 2024, and

WHEREAS: Issam Eid and Hanadi Merhi wish to extend the Lease for another six months, until March 1, 2025, and

WHEREAS: Issam Eid and Hanadi Merhi have experienced a delay in the construction of their new building due to one of their contractors knocking down a beam, which caused a major piece of the building to collapse, and

WHEREAS: It is recommended that Issam Eid and Hanadi Merhi's request to extend the Lease Agreement for another six months, until March 1, 2025, be approved, conditioned upon Issam Eid and Hanadi Merhi continuing to pay rent to the City in the amount of \$1,500 per month; therefore be it

RESOLVED: That Issam Eid and Hanadi Merhi's request to extend the Lease Agreement for another six months, until March 1, 2025, is granted; be it further

RESOLVED: That Issam Eid and Hanadi Merhi are to continue to pay rent to the City in the amount of \$1,500 per month; be it further

RESOLVED: That Corporation Counsel or his designee be and is hereby authorized to execute documents to effectuate this extension; be it further

RESOLVED: That all other terms and conditions contained in Council Resolution 7-360-23 and the original Lease Agreement dated August 29, 2023 shall remain in effect; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Abraham supported by Enos.

7-360-23. WHEREAS: The City of Dearborn has the opportunity to purchase the following property for \$689,000:

Lots 25 to 30, F & PM Park Sub., City of Dearborn, Wayne County, MI, as recorded in Liber 16, Page 43 of Plats, Wayne County records. Tax I.D. 82-10-172-07-053

Commonly known as 5165 Wyoming, Dearborn, MI 48126, and

WHEREAS: The listing agent, Michael Phillips, listed this property for \$749,000. Through negotiations, the sellers, Issam Eid and Hanadi Merhi, have agreed to accept a sale price of \$689,000, subject to City Council approval, and

WHEREAS: As a condition of the sale, the Purchase Agreement permits the sellers to remain in the property as lessees for a period not to exceed one year following closing and pay rent to the City in the amount of \$1,500 per month, commencing on the date of closing, and recorded in Project C10000, where the Finance Director shall recognize and appropriate in the General Capital Improvement Fund. The terms and conditions of the rental agreement are memorialized in a separate lease agreement between the City and sellers, and

WHEREAS: Although the Assessor's opinion of the value of this property is \$330,000, this valuation does not include the additional non-market value interest that the City has in the property. The property at 5165 Wyoming is adjacent to other City-owned properties in the area. Acquisition of this property would further the City's plan to purchase the gaps along the Wyoming frontage so that the City can create development pods that are buildable and can be redeveloped, and

WHEREAS: Given the significance of 5165 Wyoming to the City's future plans for the Wyoming frontage, it is recommended that City Council approves the purchase of 5165 Wyoming for \$689,000, despite the lower valuation by the City Assessor, and

WHEREAS: If this purchase is approved, the estimated additional costs after acquisition will be approximately \$25,000. Funding for this purchase and subsequent

costs will be from the Land Acquisition for Resale Program, C10000, as a reallocation from Project ARPA70 - Economic Development in the General Capital Improvement Fund; therefore, be it

RESOLVED: That this Council approves the acquisition of the following property:

Lots 25 to 30, F & PM Park Sub., City of Dearborn, Wayne County, MI, as recorded in Liber 16, Page 43 of Plats, Wayne County records.
Tax I.D. 82-10-172-07-053
Commonly known as 5165 Wyoming, Dearborn, MI 48126

from the owner thereof for the sum of \$689,000, subject to prorations and adjustments shown on the closing statement, upon the sellers furnishing to the City a title insurance policy showing marketable title and a properly executed deed approved by Corporation Counsel or his designee; be it further

RESOLVED: That the acquisition of this property will serve a public purpose by furthering the City's plan to purchase the gaps along the Wyoming frontage so that the City can create development pods that are buildable and can be redeveloped; be it further

RESOLVED: That this acquisition is contingent upon the terms and conditions set forth in the Purchase Agreement as approved by Corporation Counsel; be it further

RESOLVED: That the Mayor and Corporation Counsel or his designee are authorized to execute documents on behalf of the City of Dearborn to complete this transaction; be it further

RESOLVED: That the Finance Director shall reallocate from Project ARPA70 - Economic Development in the amount of \$689,000 for the purchase price and up to an additional \$25,000 for associated costs, to the Land Acquisition for Resale Program, Project C10000, in the General Capital Improvement Fund; be it further

RESOLVED: That the Finance Director be and is hereby authorized and directed to issue his proper warrant in the amount of \$689,000, subject to adjustments, if any, as shown on the closing statement reviewed and approved by Corporation Counsel or his designee, drawn upon the Land Acquisition for Resale Program, Project C10000, Account #401-6100-435.71-10, payable to the grantors, or their nominee, in payment for said property; be it further

RESOLVED: That this Resolution is given immediate effect.

The resolution was unanimously adopted.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of a three-year extension of the Workers' Compensation Third Party Administrator service contract with CompOne Administrators, Inc.

DEPARTMENT: Legal, in conjunction with Purchasing.

BRIEF DESCRIPTION: The City's current Workers' Compensation Third Party Administrator service contract with CompOne Administrators, Inc. expires on April 6, 2025. It is recommended that the City extend this contract for three (3) years, through April 6, 2028.

PRIOR COUNCIL ACTION: Council Resolution 3-96-20 awarded a three-year contract with (2) one-year renewals to CompOne Administrators, Inc. for the City's Workers' Compensation Third Party Administrator services.

BACKGROUND: The City's existing Workers' Compensation Third Party Administrator services are currently being provided by CompOne Administrators, Inc. at a cost of \$40,050 per year. This vendor has performed satisfactorily for the City. Through this new contract, CompOne Administrators, Inc. will provide the same services that the City currently secures, which includes TPA service, medical review, and loss prevention. The cost will be on a per-claim fee basis, at a rate of \$745 per claim for indemnity claims and \$160.00 per claim for medical-only claims, plus a \$5,000 per year administrative fee. The total cost for the first year is not expected to exceed \$44,055, with a 2.5% increase in both the second and third years. The new contract will commence on April 7, 2025.

FISCAL IMPACT: Obtain Workers' Compensation Third Party Administrator service contract on a per-claim fee basis, at a rate of \$745 per claim for indemnity claims and \$160.00 per claim for medical-only claims, plus a \$5,000 per year administrative fee. The total cost for the first year is not expected to exceed \$44,055, with a 2.5% increase in both the second and third years.

IMPLEMENTATION TIMELINE: The contract term will be April 7, 2025, through April 6, 2028.

COMPLIANCE/PERFORMANCE METRICS: Purchasing and Legal will ensure contract execution.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of Three-Year Extension for Workers' Compensation Third Party Administrator

DATE: March 6, 2025

Budget Information

FY2025 Proposed Budget:	\$44,600
Amended Budget:	\$61,562
Requested Amount:	\$44,055
Funding Source:	Workers' Compensation Fund, Law Department, Professional Services
Supplemental Budget:	Available budget reallocation within the fund

Summary of Request

The City is currently under contract with CompOne Administrators, Inc. for Workers' Compensation Third Party Administrator services. The contract was awarded in 2020 and will expire on April 6, 2025.

The Purchasing Division has received a request from the Legal Department to extend the contract for three years to expire on April 6, 2028.

It is respectfully requested that Council authorize the extension with immediate effect in order to avoid gaps in service. The resulting contract shall not be binding until fully executed.

Background and Justification

The City's existing Workers' Compensation Third Party Administrator services are currently being provided by CompOne Administrators, Inc. at a cost of \$40,050 per year. This vendor has performed satisfactorily for the City. Through this new contract, CompOne Administrators, Inc. will provide the same services that the City currently secures, which includes TPA service, medical review, and loss prevention. The cost will be on a per-claim fee basis, at a rate of \$745 per claim for indemnity claims and \$160.00 per claim for medical-only claims, plus a \$5,000 per year administrative fee. The total cost for the first year is not expected to exceed \$44,055, with a 2.5% increase in both the second and third years. The new contract will commence on April 7, 2025.

Prepared By:

DocuSigned by:

 Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

 Rebecca Schultz, Assistant Corporation Counsel

Budget Approval:

DocuSigned by:

 Michael Kennedy, Finance Director/Treasurer

Initial


Corporation Counsel Approval:

DocuSigned by:

 Jeremy J. Römer, Corporation Counsel

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MARCH 6, 2025

Pursuant to City of Dearborn Code of Ordinance Section 2-89 and City Charter Section 10.9, the Mayor shall appoint members of the City Beautiful Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Abdullah Majzoub

Status: New Appointment

Filling a Vacancy for: Melanie Mily (passed away on November 2, 2024)

Term Duration: 3 Years (2 years to complete Melanie Mily's term)

Appointment Term Ending: June 30, 2027

Attendance: N/A

Phone: (313) 784-0929

Email: abdullah400800@hotmail.com

Mailing Address: 525 North Vernon Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Community Relations
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MARCH 6, 2025

I hereby certify that the following appointment has been made to the City Beautiful Commission in accordance with the provisions of City of Dearborn Code of Ordinance Section 2-89 and City Charter Section 10.9.

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

Name: Abdullah Majzoub

Status: New Appointment

Filling a Vacancy for: Melanie Mily (passed away on November 2, 2024)

Term Duration: 3 Years (2 years to complete Melanie Mily's term)

Appointment Term Ending: June 30, 2027

Attendance: N/A

Phone: (313) 784-0929

Email: abdullah400800@hotmail.com

Mailing Address: 525 North Vernon Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Community Relations
cc: Law Department



Dearborn Commissions Application

Submission Date

January 13 2025

First Name

Abdullah

Last Name

Majzoub

Phone

+13137840929

Email

abdullah400800@hotmail.com

Home Address

525 North Vernon Street, Dearborn, MI, USA

Years of Residency in Dearborn

23 Years

Occupation

Fleet Manager

Company

Universal Logistics Holding, Inc.

Length of Service

2 Years

Business Address

4444 Wyoming Ave, Dearborn, MI 48126

Business Telephone Number

N/A

Level of Education

University Degree

Name of Educational Institution & Graduation Year

Wayne State University 2022

Commissions & Boards

City Beautiful Commission

Why do you want to join this commission?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

DOCX AbdullahMajzou....docx

Submitted on January 13 2025

Powered by  **monday.com**



ABDULLAH MAJZOUB

Abdullah400800@hotmail.com | 313-784-0929 | Dearborn, MI 48128

Objective

Supply Chain Management graduate looking for a challenging position where I can apply my knowledge of business in the real-world. I am committed to learning and cultivating new skills that will achieve the utmost towards company goals

Skills

- Microsoft Word
- Microsoft PowerPoint
- Microsoft Excel
- Strategic planning
- Project planning
- Financial planning
- Flexible team player
- Self-motivated
- Strong work ethic
- Cold calling
- Strong written communication skills
- Verbal communication skills
- Interpersonal skills
- Analytical skills
- Business analysis
- Negotiation
- Account management
- Operations management
- Sales management
- Warm calling

Experience

Total Quality Logistics Inc. |
Troy, Michigan

Account Executive - Freight Broker
02/2025 - Current

- Identifying and qualifying prospective clients through networking, cold calling, and other outreach methods.
- Match shippers with appropriate carriers based on the type of goods, delivery needs, and route.
- Handle all aspects of shipments, including route planning, tracking progress, and resolving any issues that may arise.
- The primary point of contact between the shipper and carrier, ensuring clear communication throughout the transportation process.
- Facilitating smooth transit of goods by addressing and mitigating shipping discrepancies.
- Creating customized proposals and presentations to showcase the company's value proposition to prospective clients.
- Moving leads through the sales process, from initial contact to closing deals.
- Negotiating contracts and pricing terms with clients to secure profitable deals.
- Collaborating with other departments to develop and implement business development strategies.
- Maintaining relationships with existing clients to foster repeat business.
- Attending conferences with shippers and carriers to network and identify new opportunities.
- Analyzing industry trends and identifying potential new markets to expand into.

Universal Logistics Holdings, Inc |
Dearborn, Michigan
Fleet Manager
08/2023 - 02/2025

- Manage and schedule freight transportation, coordinating with drivers, vendors and suppliers
- Manage Company DOT compliance within operational area to ensure the safe operation of commercial motor vehicles including; drug and alcohol testing, driver log management, truck inspections, medical certificates, licensing and violations
- Maintain awareness of Drivers movements through regular communication and to manage and adapt to delays and/or issues on the road
- Coordinate business with Drivers and customers of the Company to optimize revenue for the Company, minimize transit time, and satisfy customer needs
- Identify tasks being performed and categorize then as pre-pulls, street turns, drops, pulls, drop and hooks and ensure they are accurately recorded in Company system
- Oversee all communications related to specialty load boards ensuring that customers and Drivers are made aware of relevant developments
- Proactively identify operational issues wherever possible and implement a plan of action to correct and continue operations
- Respond to unforeseeable issues with Drivers, routes, customers, and equipment by developing and implementing a plan of action to correct and continue operations
- Planning and implementing delivery routes for drivers

Universal Logistics Holdings, Inc |
Dearborn, Michigan
Logistics Planner
01/2023 - 08/2023

- Ownership of all communication regarding changes that impact internal and external customers
- Various reports on production, quality, timeliness, staffing, maintenance, and discrepancies
- Processing multiple calls simultaneously from internal as well as external customers
- Managing inbound and outbound freight flow
- Verifying work order information such as rates, accessorial charges, and storage charges
- Confirming and scheduling delivery times with consignee

Amazon Fulfillment Center - DTW1 |
Romulus, Michigan
Shipping and Receiving Specialist
09/2020 - 01/2023

- Fulfill over thousands of items for customers seeking products ranging from groceries to electronics
- Inspect and secure product inventory to maintain utmost customer satisfaction
- Maintain a professional atmosphere with Amazon corporate and Amazon fulfillment management

Education

Wayne State University – Mike Ilitch School of Business | Detroit, Michigan
Bachelor of Science in Business Administration in Supply Chain Management
12/2022
GPA: 3.6

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: APPOINTMENT - DISABILITY CONCERNS COMMISSION

DATE: MARCH 6, 2025

Pursuant to Dearborn City Code of Ordinance Section 2-369 and Dearborn City Charter Section 10.9, the Mayor shall appoint members of the Disability Concerns Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Akram Aldilaimi

Status: New Appointment

Current Term Ending: June 30, 2028

Filling a Vacancy for: N/A

Term Duration: 3 Years

Attendance: N/A

Phone: (313) 502-8801

Email: aldilaimakram@gmail.com

Mailing Address: 5713 Appoline Street, Dearborn, MI, 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: APPOINTMENT - DISABILITY CONCERNS COMMISSION

DATE: MARCH 6, 2025

I hereby certify that the following appointment has been made to the Disability Concerns Commission. Pursuant to Dearborn City Code of Ordinance Section 2-369 and Dearborn City Charter Section 10.9

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

Name: Akram Aldilaimi
Status: New Appointment
Current Term Ending: June 30, 2028
Filling a Vacancy for: N/A
Term Duration: 3 Years
Attendance: N/A
Phone: (313) 502-8801
Email: aldilaimakram@gmail.com
Mailing Address: 5713 Appoline Street, Dearborn, MI, 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Law Department



Dearborn Commissions Application

Submission Date

October 28 2024

First Name

Akram

Last Name

Aldilaimi

Phone

+13135028801

Email

aldilaimakram@gmail.com

Home Address

5713 Appoline Street, Dearborn, MI, USA

Years of Residency in Dearborn

16

Occupation

Clinical Research Coordinator

Company

Henry Ford Health

Length of Service

6

Business Address

2799 W Grand Blvd, Detroit, MI 48126

Business Telephone Number

313-916-3955

Level of Education

Master Degree

Name of Educational Institution & Graduation Year

EMU

Commissions & Boards

Board of Ethics

Why do you want to join this commission?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

Board Member, eMERGe, Henry Ford Health - Employee Resources Group (ERG)- 2024
Committee Member, HFH Stroke Quality Committee - 2024 Mentor High school
student for RYSE MED at Henry Ford Health-2024 Board Member, Emgage Michigan
Chapter -2023 Legislative Ambassador, American Cancer Society -ACS-2022 Lead the
Educational Subcommittee Midwest Chapter American College of Healthcare
Executives, 2021 Committee Member, Michigan Protected Commission (MPC)-MDHHS
-2021 Wayne County Complete Count Committee (Census)-2020 Dearborn City,
Election Inspectors -2020 Mentor High School Students through SMASH, Wayne State
University -2019 Committee Member, Henry Ford Health Ethics Committee-2019

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF AKRAM_ALDILAIM...4.pdf

Submitted on October 28 2024

Powered by  monday.com

AKRAM AL-DILAIMI, MS, BS, MLS (ASCP-AFP),CRC

aldilaimakram@gmail.com | 313-502-8801 | <https://www.linkedin.com/in/akramaldilaimi/>

EXECUTIVE SUMMARY

Experienced healthcare professional specializing in clinical research, research management, and health equity initiatives. Proven leader in healthcare administration and clinical diagnostics, dedicated to advancing medical research and optimizing operational efficiency. Skilled in driving collaborative research projects, integrating clinical insights, and fostering partnerships to improve patient care and outcomes. Adept at leading innovative solutions to complex healthcare challenges, with a focus on enhancing research services and contributing to transformative changes in clinical practices

PROFESSIONAL EXPERIENCE

HENRY FORD HEALTH, Detroit, Michigan
Department of Neuroscience-Neurology Research

Jun 2023 – Present

Clinical Research Coordinator

As a Clinical Research Coordinator in neurology research, focused on stroke studies, responsibilities include managing and overseeing clinical trials while ensuring strict compliance with legal, regulatory, and investigational drug protocols. Expertise lies in streamlining research activities to optimize trial efficiency, maintaining high standards of adherence to protocols, and facilitating effective communication among research teams, investigators, sub-investigators, neurology residents and participants to achieve successful outcomes.

- Led stroke-focused clinical research operations within neurology, ensuring full regulatory compliance and streamlined trial processes.
- Serve as a key member of the HFH Stroke Quality Committee, focusing on data-driven improvements in patient care timelines from emergency department arrival to treatment.
- Monitored research billing review for study participants, ensuring accurate financial tracking and compliance with regulatory guidelines. Facilitated communication across teams, increasing enrollment efficiency by 25%.
- Oversee budgeting analysis and data management for the two Exosomes translation research study, supporting efficient resource allocation and operational cost control.
- Monitored neurology research trials, achieving 100% compliance with regulations, and reducing errors by 30%.
- Directed IRB applications, achieving timely approvals and strict adherence to research protocols.
- Streamlined project management, increasing research efficiency by 15% and improving participant outcomes.
- Trained interventional radiology nurses to improved samples collection quality for exosomes study by 40%.
- Assisted in operational planning for the study, optimizing workflow and timelines to meet research milestones
- Led initiation and closeout of stroke trials, ensuring full regulatory compliance and efficient administration.
- Authored and distributed a monthly neuroscience research newsletter, promoting knowledge-sharing among neurology residents.
- Monitored research billing review for study participants, ensuring accurate financial tracking and compliance with regulatory guidelines. Facilitated communication across teams, increasing enrollment efficiency by 25%.
- Monitored stroke data analysis, improving accuracy by 20% and delivering actionable insights for exosome studies.

AKRAM ALDILAIMI, MS, BS, MLS, CRC

HENRY FORD HEALTH, Detroit, Michigan
Department of Pathology and Laboratory Medicine

April 2018 - June 2023

Histotechnologist

Experienced Histotechnologist with expertise in Immunohistochemistry (IHC) and In Situ Hybridization (ISH) for histopathological analysis. Skilled in optimizing lab processes, training staff, and enhancing workflow efficiency. Proficient in the use of Dako and Benchmark Ultra Ventana Auto-stainers, with a strong focus on regulatory compliance and improving collaboration between pathology and histology teams. Adept at troubleshooting and maintaining high diagnostic accuracy in a healthcare setting.

- Directed the integration of digital pathology, boosting operational efficiency and advancing lab capabilities.
- Trained histotechnologists in IHC techniques, including IHC staining, PDL1 and Her2 staining, for accurate histopathological analysis. Led training programs, improving lab efficiency and skill proficiency by 20%.
- Spearheaded process optimizations, increasing lab turnaround time by 20% through enhanced collaboration with pathologists.
- Ensured compliance with regulatory standards, significantly improving diagnostic accuracy and consistency through rigorous quality control.
- Monitored pathology lab compliance with CAP and CLIA standards, ensuring readiness for inspections and adherence to regulatory requirements.
- Experienced in histology processes, including microtomy, embedding, and histochemical staining of patient tissue samples, ensuring compliance with healthcare quality and regulatory standards.

UNIVERSITY OF MICHIGAN, Ann Arbor, Michigan
Paradigm Cancer Diagnostics Center-PCDx

Jan 2014 – Feb 2016

Clinical Technologist-II

Experienced in next-generation sequencing (NGS) and molecular biology protocols, with expertise in DNA/RNA extraction, qPCR, and sequencing library preparation. Proficient in laboratory automation, equipment management, staff training, and troubleshooting NGS assays. Adept at ensuring compliance with CAP regulations and ethical standards for human tissue use in cancer diagnostics and research.

- Implemented next-generation sequencing (NGS) technologies, improving diagnostic accuracy by 25% and optimizing workflows for precision medicine.
- Proficient in precision medicine and genomic medicine, with specialized experience in enhancing DNA sequencing quality through advanced research and analysis.
- Supervised laboratory activities including instrument performance assessments, troubleshooting NGS assay issues, and assisting in assay development and lab automation programming.
- Monitored team of eight lab technicians, boosting lab efficiency by 30% and reducing onboarding time by 20%.
- Achieved 100% adherence to SOPs and CAP regulations, improving data accuracy and standards compliance.
- Performed DNA extraction and PCR amplification and interpreted and reported test results.
- Contributed to precision medicine initiatives and presented research findings to improve the DNA sequencing quality and throughput next-generation DNA sequencing patient's results.

AKRAM ALDILAIMI, MS, BS, MLS, CRC

- Ensured compliance with ethical standards for human tissue use and regulatory guidelines for biorepository sample management.

AMERICAN RED CROSS, Detroit, Michigan *Detroit National Testing Laboratory- IDL Lab*

Sept. 2011 – Aug. 2014

Medical Technologist-I

Experienced clinical laboratory technologist with a strong background in cGMP-compliant blood supply testing, quality control, and regulatory compliance (CLIA, CAP, CFR). Conducted advanced blood tests, ensured donor-recipient compatibility, and maintained comprehensive laboratory records. Expertise in biospecimen handling, LIMS-tracking, assay development, and quality assurance reporting. Proven ability to manage laboratory processes, train staff, and provide consultancy on lab operations and quality assurance.

- Optimized lab operations and streamlined biospecimen database management, resulting in a 25% increase in operational efficiency and improved accuracy in LIMS.
 - Achieved 100% compliance with cGMP, CFR, CLIA, and CAP standards, reducing procedural errors by 20%.
 - Spearheaded quality assurance and assay development programs, leading to a 30% improvement in lab procedures through continuous training and process refinements.
 - Increased operational efficiency by 25% through optimization of lab workflows and biospecimen database management.
 - Optimized lab operations and streamlined biospecimen database management, resulting in a 25% increase in operational efficiency and improved accuracy in LIMS.
 - Spearheaded quality assurance and assay development programs, leading to a 30% improvement in lab procedures through continuous training and process refinements.
-

EDUCATION

- Henry Ford Innovation Institute (HFII) Fellowship; Davidson Innovation in Digital Health
 - Social Entrepreneurship, University of Detroit Mercy, College of Business Administration
 - Master of Science (M.S.) Clinical Research Administration, Eastern Michigan University
 - CLRA510, Drug Development
 - CLRA540, Advance Topic Clinical Study Management
 - CLRA 591, Audit Inspection for Fraud Misconduct
 - CLRA520, Clinical Study Administration I
 - CLRA530, Clinical Study Administration II
 - CLRA561, Legal issues in Drug Development
 - CLRA575, Ethical Issues Clinical Research
 - CLRA581, Regulatory Affairs in Drug Development I
 - CLRA582, Regulatory Affairs in Drug Development II
 - Bachelor of Science (B.S.) Double Majors, Biology/Chemistry, Eastern Michigan University
-

COMMUNITY ENGAGEMENT

- Board Member, eMERGe, Henry Ford Health - Employee Resources Group (ERG)- 2024
 - Committee Member, HFH Stroke Quality Committee - 2024
 - Mentor High school student for RYSE MED at Henry Ford Health-2024
 - Board Member, Emgage Michigan Chapter -2023
 - Legislative Ambassador, American Cancer Society -ACS-2022
 - Lead the Educational Subcommittee Midwest Chapter American College of Healthcare Executives, 2021
 - Committee Member, Michigan Protected Commission (MPC)-MDHHS -2021
 - Wayne County Complete Count Committee (Census)-2020
 - Dearborn City, Election Inspectors -2020
 - Mentor High School Students through SMASH, Wayne State University -2019
 - Committee Member, Henry Ford Health Ethics Committee-2019
-

PROFESSIONAL DEVELOPMENT & AWARDS

- LEAN Silver Certificate for Healthcare Leaders, Henry Ford Health, 2024
 - Community Award, American College of Healthcare Executives (MCACHE), 2023
 - Neurology Certifications (NIHSS, mRS, MoAC), 2023
 - CITI Certifications: GCP, HSP, CRC, 2023
 - Peer-Review Certification, GENE Journal, 2023
 - Social Entrepreneurship Certification, University of Detroit Mercy, 2022
 - Peer-Review Certification, PLOS ONE Journal, 2024
 - Certificate of Achievement, Grant Writing, Wayne State University, 2023
 - Public Health and Leadership Certificate, North Dakota Public Health Foundation, 2023
 - Laboratory Director Certification, CoAL, 2022
 - Lab Management Certification, ASCP-AFP, 2018
 - American Red Cross Diligence and Outstanding Performance Award, 2012
 - Phi Theta Kappa Honor Society Award, Wayne County Community College
-

PUBLICATIONS AND PRESENTATIONS

Publications

- **Aldilaimi, A.**, Irwin, M., Kass, D. “A Comparison of Two Methods of Template Amplification for Next-Generation Sequencing: Implications of Polyclonal Formation on DNA Sequence for Cancer Tissues.” *Eastern Michigan University Master's Theses*, 2016. [Link to Dissertation](#).
- Bava, E. P., Sanfrancesco, J. M., Alkashash, A., Favazza, L., **Aldilaimi, A.**, et al. “Acquired Cystic Disease Associated Renal Cell Carcinoma: A Clinicopathologic and Molecular Study of 31 Tumors.” *Human Pathology*, 2024. <https://doi.org/10.1016/j.humpath.2024.06.002>

Presentations

- **Clinical Research Trial - Bright Study (Lumosa), 2023:** Presented to the Neurology Department, highlighting key aspects of clinical trial operations and the impact of research outcomes on patient care.
- **Human Genome Project and Genomic Medicine Presentation:** Delivered to high school students through the RYSE MED program at Henry Ford Health, 2024.
- **Optimizing Exosome Sample Collection:** Educated interventional radiology nurses on research methodologies and best practices for sample collection, specifically focusing on thrombectomy-derived exosomes.
- **Human Genome Project & Genomic Medicine – SMASH Program, Wayne State University, 2019** Educated high school students on genomic medicine, covering foundational concepts from the Human Genome Project and its impact on precision medicine.
- **Comparing Template Amplification Methods for NGS – Graduate Research Conference, Eastern Michigan University, 2016,** Presented research on the effects of template amplification methods on DNA sequencing accuracy, with implications for cancer diagnostics and patient-centered research.
- **Digital Pathology & Patient-Centered Care – Henry Ford Health-Innovation Institution, 2021,** Delivered insights on digital pathology innovations in healthcare, highlighting its role in improving access to high-quality, patient-centered care for urban and international communities.

PEER REVIEWER FOR SCIENTIFIC ARTICLES

Abbas, M. A., Abo Shady, H. M., Elshafey, O. H. A., & Al-Sheikh, N. M. (2023). Association between expression levels of p53, miRNA-21, and lncRNA-TCL6 and the risk of preeclampsia in pregnant women. *Gene Journal*, PMID: 37898451, DOI: <https://doi.org/10.1016/j.gene.2023.147932>

Hua, Y., Xie, D., Zhang, Y., Wang, M., Wen, W., & Sun, J. (2023). Identification and analysis of key genes in adipose tissue for human obesity based on bioinformatics. *Gene Journal*, Advance online publication. PMID: 37659596. <https://doi.org/10.1016/j.gene.2023.147755>

Naik, A., Dalpatraj N., Thakur N., (2023). Comparative analysis of the occupancy of Histone H3 Lysine 4 methylation in the cells treated with TGF β and Interferony. *Gene Journal*, Advance online publication. <https://doi.org/10.1016/j.gene.2023.147601>

Mohammed, S., Mohamudha P.R. (2024). Splice Site Recognition - Deciphering Exon-Intron Transition for Genetic Insights Using Enhanced Integrated Block-Level Gated LSTM Model. Prince Sattam bin Abdulaziz University, Dept. of Software Engineering, *Gene Journal*.

Aggarwal, S., Rajiv, N., Daman, S., Kamna, S. (2024). Diagnostic Potential of SORT1 Gene in Coronary Artery Disease. Evaluated the study's methodology and the implications of the SORT1 gene in the diagnostic landscape of coronary artery disease.

Shinsato, R., Correa, C., Herai, R.H. (2024). Genetic Network Analysis Indicates That Individuals Affected by Neurodevelopmental Conditions Have Genetic Variations Associated with Ophthalmologic Alterations: A Critical Review of Literature.

AKRAM ALDILAIMI, MS, BS, MLS, CRC

Gunda, B., Sipos, I., Stang, R., Böjti, P., Dobronyi, L., Takács, T., Berényi, T., Futácsi, B., Barsi, P., Rudas, G., Kis, B., Szikora, I., & Bereczki, D. (2020). Comparing extended versus standard time window for thrombectomy: Caseload, patient characteristics, treatment rates and outcomes—a prospective single-center study. *PLOS ONE Journal*, 2024

Dai, A., Liu, C., Song, D., Luo, L., Li, S., Zhou, Y., Huang, Z., Zhu, T., Shi, J., & Zhang, W. (Year). Immediate effects of different acupuncture frequencies on neural activity in brain regions of post-stroke hemiplegic patients: A randomized controlled trial based on ALFF analysis. *PLOS ONE Journal*, 2024

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MARCH 6, 2025

Pursuant to City of Dearborn Code of Ordinance Section 2-89 and City Charter Section 10.9, the Mayor shall appoint members of the City Beautiful Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Chris Draper

Status: New Appointment

Current Term Ending: N/A

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2028

Attendance: N/A

Phone: (313) 680-2660

Email: cdraper99@yahoo.com

Mailing Address: 815 Monroe Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Community Relations
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MARCH 6, 2025

I hereby certify that the following appointment has been made to the City Beautiful Commission in accordance with the provisions of City of Dearborn Code of Ordinance Section 2-89 and City Charter Section 10.9.

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

Name: Chris Draper
Status: New Appointment
Current Term Ending: N/A
Filling a Vacancy for: N/A
Term Duration: 3 Years
Appointment Term Ending: June 30, 2028
¹Attendance: N/A
Phone: (313) 680-2660
Email: cdraper99@yahoo.com
Mailing Address: 815 Monroe Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud
Mayor



Dearborn Commissions Application

Submission Date

July 18 2024

First Name

Chris

Last Name

Draper

Phone

+13136802660

Email

cdraper99@yahoo.com

Home Address

815 Monroe Street, Dearborn, MI, USA

Years of Residency in Dearborn

19

Occupation

Key Account Manager

Company

Orphalan

Length of Service

1

Business Address

815 Monroe Dearborn

Business Telephone Number

313-680-2660

Level of Education

University Degree

Name of Educational Institution & Graduation Year

Western Michigan University 1999

Commissions & Boards

City Beautiful Commission

Why do you want to join this commission?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume?

No

Description of Professional History

20+ years in Medical Sales & Marketing

Resume

[This question was not answered]

Submitted on July 18 2024



Contact

www.linkedin.com/in/chris-draper-441270b (LinkedIn)

Top Skills

Pharmaceutical Sales

Neurology

Pain Management

Chris Draper

BioPharmaceutical Sales | Gene Therapy | Rare Disease | Ultra Rare Disease | Orphan Disease | Genetic Testing | Biologics | Endocrinology | Dermatology | Injectables | Neurology | Ophthalmology | Immunology | Hepatology
Detroit Metropolitan Area

Summary

Sr. Specialty Biopharmaceutical, Neuroscience, Pain Management, Women's Health, Dermatology, Urology, Asthma & Allergy, Immunology, Gastroenterology, Hepatology, Cardiology, Hematology, Rheumatology, Ophthalmology, Endocrinology, Injectables, Biologics, Buy & Bill, Rare Disease, Ultra Rare Disease, Orphan Disease, Genetic Testing, Gene Therapy, Molecular Diagnostic Sales, Sales Trainer, Key Account, Strategic Account Manager And Consultant Covering The Greater Detroit, MI Area.

Passionate, Patient Focused, Consistent Top Performer With A Highly Diverse Specialty Rare Disease & Ultra Rare Disease Sales Background.

- Angioedema (HAE) | Rare Disease
- Cervical Dystonia | Rare Disease
- Myasthenia Gravis | Rare Disease
- Amyloidosis (HATTR) | Rare Disease
- Retinitis Pigmentosa (RP) | Rare Disease
- Acromegaly | Rare Disease
- Epidermolysis Bullosa (EB) | Rare Disease
- Generalized Lipodystrophy (GL) | Rare Disease
- Wilson Disease (WD) | Rare Disease

Skill Sets Include:

- Rare Disease | Ultra Rare Disease | Orphan Disease
- Injectables | Biologics | Buy & Bill | Reimbursement
- Neuroscience | Neurology | Movement Disorders
- Immunology | Endocrinology | Pain Management
- Pediatric Endocrinology | Cardiology | Urology
- Physical Medicine & Rehabilitation

- Women's Health | Gastroenterology
 - Hepatology | Pediatric Dermatology
 - Dermatology | Rheumatology | Eye Care
 - Pediatric Ophthalmology | Ophthalmology
 - Diagnostic & Genetic Testing Sales
 - Rare Disease Genetic Testing Sales
 - Gene Therapy | New Product Launch
 - Hospital Systems | Resident & Fellow Education
 - Exam Room Experience
 - Key Account Manager | Strategic Account Manager
 - Thought Leader & KOL Development
 - Thought Leader Liaison | COE Engagement
 - VA Federal Government Systems
 - National & International Field Sales Trainer
 - New Hire Onboarding | Pre Launch Experience
 - Start Up
 - Pharmaceutical Consulting
 - National & International Academy
- Meeting Selection Representation

Large Geography Experience In:

Michigan | Indiana | Ohio | Illinois | Wisconsin | North Dakota |
 South Dakota | Minnesota | Iowa | Texas | New York | New Jersey |
 Pennsylvania | Tennessee | Kentucky | Alabama | Massachusetts |
 Rhode Island | North Carolina | Maryland | Virginia | West Virginia |
 Maine | Louisiana | Kansas | Arkansas | Colorado | Missouri | Utah |
 Montana | Oklahoma

Accomplishments:

- Multiple Promotion To Sr. Representative.
- Multiple Promotion To Field Sales Trainer.
- Multiple Regional & National Award Winner
- Multiple #1 Rankings
- Multiple Presidents Club Winner.

Experience

Orphalan

Key Account Manager

May 2023 - Present (1 year 11 months)

Greater Detroit, MI

Responsible For The Key Account Management And Rare Disease Promotion Of Wilson Disease Within The Gastroenterology, Liver, Hepatology, Neurology & Movement Disorder Community Across 15 States.

Responsible For The National VA - Veterans Administration Initiative.

www.orphalan.com

Amryt Pharma

1 year 10 months

Strategic Account Lead - Northeast

October 2022 - May 2023 (8 months)

Greater Detroit, MI

Responsible For Strategic Account Management And The Ultra Rare Disease Promotion of (GL) Generalized Lipodystrophy Within The Endocrinology Specialist Community.

PROMOTED TO STRATEGIC ACCOUNT LEAD OCTOBER 2022

AMRYT PHARMA ACQUIRED BY CHIESI GROUP APRIL 2023

Rare Disease Specialist - Endocrinology

April 2022 - October 2022 (7 months)

Greater Detroit, MI

Responsible For The Ultra Rare Disease Promotion of (GL) Generalized Lipodystrophy Within The Endocrinology Specialist Community.

Rare Disease Specialist - Dermatology

November 2021 - October 2022 (1 year)

Greater Detroit, MI

Responsible For The Rare Disease Promotion Of EB Epidermolysis Bullosa Within The Dermatology Community In The Great Lakes Region.

Rare Disease Specialist - Endocrinology

August 2021 - November 2021 (4 months)

Greater Detroit, MI

Responsible For The Rare Disease Promotion Of Mycapssa Within The Acromegaly Endocrinology Specialist Community In The Great Lakes Region.

CHIASMA PHARMACEUTICALS ACQUIRED BY AMRYT PHARMA AUGUST 2021.

Chiasma

Territory Business Manager

July 2020 - August 2021 (1 year 2 months)

Greater Detroit, MI

CHIASMA PHARMACEUTICALS ACQUIRED BY AMRYT PHARMA AUGUST 2021

Responsible For The Rare Disease Promotion Of Mycapssa Within The Acromegaly Endocrinology Specialist Community In The Great Lakes Region. Key Account, Strategic Account Development & Management. Responsible For The Initiation Of The Very 1st Prescriptions In Multiple (PTCs) Pituitary Treatment Centers & Academic Institutions In The Country. Ranked #1 Overall In The Nation In 2020.

Amplify Health

Genetic Diagnostic Liaison - Spark Therapeutics

August 2019 - July 2020 (1 year)

Greater Detroit, MI

Responsible For The Ultra Rare Disease Promotion Of (IRD) Inherited Retinol Disease Genetic Testing And The 1st FDA Approved Gene Therapy In The United States Within The Ophthalmology, Optometry & Eye Care Community Across Michigan And Ohio. Key Account, Strategic Account Development & Management.

Akcea Therapeutics

Rare Disease Specialist

April 2018 - August 2019 (1 year 5 months)

Greater Detroit, MI

Responsible For Tegsedi, Genetic Testing Diagnosis, Ultra Rare Disease Promotion And Injectable Treatment Of HATTR Amyloidosis Within The Neurology And Cardiology Community Across Michigan And Ohio - Gene Silencing RNA Antisense Therapy.

Key Account, Strategic Account Development & Management.

-Selected To Advise The US, Canadian, UK & Nordics Field Sales Force Implementation Of Genetic Testing Diagnosis And Therapy Training & Marketing 2019

Shire

Acute HAE Regional Business Manager

November 2016 - April 2018 (1 year 6 months)

Greater Detroit, MI

Responsible For The Ultra Rare Disease Promotion, Injectable Education, Prophylactic And Acute Care Management Of Hereditary Angioedema (HAE) Within The "GI" Gastroenterology, Asthma, Allergy And Immunology Community Across Michigan, Indiana and Ohio.

Key Account, Strategic Account Development & Management.

Roche

Territory Sales Manager

May 2015 - November 2016 (1 year 7 months)

Greater Detroit, MI

(Formally "Ariosa Diagnostics" Michigan Market Development Manager) -

Responsible For Specialty Laboratory Diagnostic Sales, Genetic Testing Education, Market And Account Development To Women's Health Specialists Including: OB/GYN's, Maternal Fetal Medicine Physicians, CNM's, PA's, NP's And Genetic Counselors.

Promotion of The "Harmony Prenatal Test"

-Genetic Testing For Trisomy 21, 18, 13 And Fetal Sex Determination

-Promotion of "HPV Cobas" / Oncology Cervical Cancer Screening

-Selected as Sales Advisory Board Member 2016

-Selected as "Harmony Prenatal Test" Field Sales Trainer 2016

Allergan

Sr. Neuroscience Sales Executive

November 2005 - May 2015 (9 years 7 months)

Greater Detroit, MI

BOTOX (onabotulinumtoxinA)

Extensive Specialty Neuroscience

Biopharmaceutical Sales, Account Development And Therapeutic Injectable Expertise In The Disease States Of: Blepharospasm, Cervical Dystonia, (Rare Disease) Upper Limb Spasticity And Chronic Migraine To Neurologists, Pain Management Specialists, Anesthesiology and Physical Medicine/Rehab Physicians.

Provided Injection Education, Reimbursement, Managed Care And Buy & Bill Support To Physicians And Office Staff.

Key Account, Strategic Account Development & Management.

Valeant Pharmaceuticals

Neuroscience Sales Specialist

April 2004 - November 2005 (1 year 8 months)

Greater Detroit, MI

Specialty Neuroscience Sales Including: Movement Disorders | Parkinson's Disease | Epilepsy | Myasthenia Gravis (Rare Disease) | Headache | Migraine | Neurology | Neurologists | Field Sales Trainer

Warner Chilcott

Sr. Professional Pharmaceutical Sales Representative

May 2000 - April 2004 (4 years)

Greater Detroit, MI

Specialty Sales Including: Dermatology | Dermatologists | Aesthetics | Women's Health | OB/GYN's | Urology | Urologists | Field Sales Trainer

Savage Laboratories, Inc.

Pharmaceutical Sales Representative

July 1999 - May 2000 (11 months)

Greater Detroit, MI

Specialty Sales Including: Women's Health | OB/GYN's

Education

Western Michigan University

BA, Criminal Justice / Communications · (1995 - 1999)

OFFICE OF THE MAYOR



TO: CITY COUNCIL
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - HOUSING COMMISSION
DATE: MARCH 6, 2025

Pursuant to City of Dearborn Code of Ordinance Section 2-472 and City Charter Section 10.9, the Mayor shall appoint members of the Housing Commission, subject to approval by the City Council.

Name: Nicole Golich

Status: New Appointment

Filling a Vacancy for: Amanda McClanahan, resigned January 31, 2025

Current Term Ending: June 30, 2027 to complete Amanda McClanahan's term

Term Duration: 5 Years (2 Years to end Amanda McClanahan's term)

Attendance: N/A

Phone: (313) 943-2845

Email: ngolich@dearborn.gov

Mailing Address: 2951 Greenfield Road, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Public Works and Facilities Department
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - HOUSING COMMISSION
DATE: MARCH 6, 2025

I hereby certify that the following appointment has been made to the Housing Commission in accordance with City of Dearborn Code of Ordinance Section 2-472 and City Charter Section 10.9

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

Name: Nicole Golich

Status: New Appointment

Filling a Vacancy for: Amanda McClanahan, resigned January 31, 2025

Current Term Ending: June 30, 2027 to complete Amanda McClanahan's term

Term Duration: 5 Years (2 Years to end Amanda McClanahan's term)

Attendance: N/A

Phone: (313) 943-2845

Email: ngolich@dearborn.gov

Mailing Address: 2951 Greenfield Road, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Public Works and Facilities Department
cc: Law Department



Dearborn Commissions Application

Submission Date

March 04 2025

First Name

Nicole

Last Name

Golich

Phone

+3139432845

Email

ngolich@dearborn.gov

Home Address

2951 Greenfield Road, Dearborn, MI, USA

Years of Residency in Dearborn

35

Occupation

Deputy Director

Company

City of Dearborn

Length of Service

18

Business Address

2951 Greenfield Rd

Business Telephone Number

3139432845

Level of Education

University Degree

Name of Educational Institution & Graduation Year

Madonna University 2016

Commissions & Boards

Housing Commission

Why do you want to join this commission?

As a lifelong resident of Dearborn for 35 years and a dedicated city employee, I am deeply invested in the well-being and future of our community. I have a strong understanding of the city's needs, challenges, and opportunities, which has fueled my passion for ensuring that our senior residents have access to safe, affordable, and well-maintained housing. My experience working for the city has given me valuable insight into local government operations, infrastructure, and public services, allowing me to bring a well-rounded perspective to the Housing Commission. I want to contribute to policies and initiatives that support sustainable development, improve housing accessibility, and enhance the quality of life for all Dearborn residents. Serving on the Housing Commission would allow me to continue advocating for the community I call home and help shape the future of housing in our city.

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

Dearborn Goodfellows 10-year member Dearborn Goodfellow of the Year 2020

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF Nicole Golich
...5.pdf

Submitted on March 04 2025

Powered by  **monday.com**

Nicole Golich

EDUCATION

MADONNA UNIVERSITY
B.A., *Science*

Livonia, MI
April 2016

EXPERIENCE

CITY OF DEARBORN- Department of Public Works
Deputy Director

Dearborn, MI
March 2022 – Present

- Supervises staff to include: prioritizing and assigning work; coordinating staff training; and supporting personnel procedures.
- Manages daily operations, including: reviewing and approving purchase requisitions for department supplies; analyzing policies and procedures and making recommendations for improvement; and managing compliance with laws and regulations.
- Responsible for the management of all contracts within the department
- Implements construction projects, including: prioritizing project tasks; allocating resources; and coordinating staff and contractor work to ensure efficiency and effectiveness.
- Prepares performance, water usage, and related reports.

CITY OF DEARBORN- Property Maintenance & Development Services
Process Improvement Manager

Dearborn, MI
July 2021 – March 2022

- Assist department head and superintendent with administrative detail; interprets administration policies and procedures; relays instructions, policy and procedural revisions
- Assists in the supervision of other employees as assigned by the department head
- Prepares reports, maintains budget, and facilitates weekly meetings
- Responsible for the management of all contracts within the department
- Ensures superior customer service to all residents to resolve all internal and external issues
- Acts as a liaison with other city departments and divisions

CITY OF DEARBORN- Property Maintenance & Development Services
Sanitation Supervisor

Dearborn, MI
July 2016 – July 2021

- Provided customer service, including but not limited to: responding to various internal or external residential issues.
- Post invoices and budget information; reconciled cash receipts and reviewed financial documents
- Maintained and entered data for all part-time employees, including payroll, field inspections, and all sanitation billing and data for record keeping
- Supervised part-time staff and all sanitation employees, as well as oversaw parts of the Sanitation contracts

LEADERSHIP/SKILLS

Volunteer Experience

- Dearborn Goodfellows Secretary and Dearborn Goodfellow of the Year 2020
- President of Madonna University Early Childhood Club

Skills

- Team-building, supervision, decision-making, organization and problem-solving
- Highly proficient in Microsoft Office suite, including Word, Excel, Outlook & PowerPoint
- AS400 Programming, Code Enforcement, BS&A, On Base, Explorer Pictometry

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - EAST DEARBORN DOWNTOWN DEVELOPMENT AUTHORITY

DATE: MARCH 6, 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: Shiam Said

Business Name & Address: Kidcadia/Pine Coast, 13939 Michigan Avenue, Dearborn, MI 48126

Status: New Appointment

Filling a Vacancy for: Zo Olaby, Business Owner of Zo's Good Burger. Resigned on September 18, 2024 with term ending June 30, 2026

Current Term Ending: June 30, 2026

Term Duration: 4 Years

Appointment Term Ending: June 30, 2026 to complete Zo Olabi's term.

Attendance: N/A

Phone: (313) 461-0315

Email: ssahoubah@gmail.com

Mailing Address: 3528 Brewster, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Economic Development
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - EAST DEARBORN DOWNTOWN DEVELOPMENT
AUTHORITY

DATE: MARCH 6, 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: Shiam Said

Business Name & Address: Kidcadia/Pine Coast, 13939 Michigan Avenue, Dearborn, MI 48126

Status: New Appointment

Filling a Vacancy for: Zo Olaby, Business Owner of Zo's Good Burger. Resigned on September 18, 2024 with term ending June 30, 2026

Current Term Ending: June 30, 2026

Term Duration: 4 Years

Appointment Term Ending: June 30, 2026 to complete Zo Olabi's term.

Attendance: N/A

Phone: (313) 461-0315

Email: ssahoubah@gmail.com

Mailing Address: 3528 Brewster, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Economic Development
cc: Law Department



Dearborn Commissions Application

Submission Date

December 09 2024

First Name

Shiam

Last Name

Said

Phone

+13134610315

Email

ssahoubah@gmail.com

Home Address

3528 Brewster Street, Dearborn, MI, USA

Years of Residency in Dearborn

40

Occupation

Co-owner/operator.

Company

Kidcadia/Pine Coast

Length of Service

5

Business Address

13939 Michigan Avenue St

Business Telephone Number

3137719000

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

School of pharmacy-Wayne state, 2012

Commissions & Boards

East Dearborn Downtown Development Authority

Why do you want to join this commission?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

DOCX Shiam Said's
R....docx

Submitted on December 09 2024

Monday by  **monday.com**

Shiam Said
3528 Brewster St
Dearborn, MI 48120
ssahoubah@gmail.com
(313) 461-0315

EDUCATION

Doctor of Pharmacy

Wayne State University, Eugene Applebaum College of Pharmacy, Detroit, MI
May 2012

Pre-Pharmacy Student

Wayne State University, Detroit, MI/Henry Ford Community College, Dearborn, MI
08/2002-06/2006

PROFESSIONAL EXPERIENCE

Co-Founder

Kidcadia
Pine Coast Café
8/2019-Present

Part-time Pharmacist

PharMor Pharmacy
3/2018-3/2020

Part-time (float) Pharmacist

CVS Pharmacy, Ann Arbor, MI
09/2014-3/2018

Full-time Staff Pharmacist

CVS Pharmacy, Dearborn, MI, 8128
08/2013-1/2014

*Earned the #1 store in district with overall performance, which takes into account customer service and business metrics

Part-time Float Pharmacist

CVS Pharmacy, Westland-Dearborn, MI
01/2013-08/2013

Social Services and Development Coordinator Assistant

ACCESS, Dearborn, MI
3/2001-12/2007

PHARMACY PRACTICE EXPERIENCES

Community Rotations

- CVS Pharmacy
- 2010
- Dearborn, MI
- Preceptor Name: Soha Beydoun

Underserved Clinic Experience

- Pharmacy Student Volunteer

- 2010-2011
- Huda Clinic
- Detroit, MI

Directed Study (MTM)

- Wayne State University
- 2011
- Assisted with HIV MTM Model, prepared patient handouts on HIV treatments.
- Professor: Paul Schiavi

SERVICE ACTIVITIES

Senior Home Presentations

Meijer, Livonia, MI

April 2012

- Various presentations including importance of compliance, vaccinations, how to dispose of medications.

HEP VACCINE PROGRAM

Affirmations, Ferndale, MI

July 10, 2010

- Assisted at Affirmations with the Hepatitis A/B Vaccinations in coordination with ACCESS and HIV Testing.

Health Fair

ACCESS Health Fair

June 2002-Oct 2007

- Assisted with a variety of health care screenings for low-income individuals.

LICENSURES/CERTIFICATIONS

Doctor of Pharmacy

License #: 5302039212

Immunization Certification

BLS Certification

References available upon request



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of contract for Electric Service Installation 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, recommends awarding a contract to IB Electric, for the installation of electric service for 10 hard sided tent structures at Camp Dearborn.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

In 2022 the green canvas-tent structures were demoed and removed from Camp Dearborn property due to safety reasons. Now thankfully due to the injection of Federal ARPA dollars we are able to bring back a new and improved version of the green-tents. The new modular green-tent structures, previously awarded by City Council, require updated electrical service running to them.

FISCAL IMPACT:

\$57,000

COMMUNITY IMPACT:

Visitors of Camp Dearborn will enjoy new camping options in 2025 with the installation of 10 new camping sites, restoring the family camping experience of having 6 people camping under one roof.

IMPLEMENTATION TIMELINE:

Work will begin upon issuance of the contract and permits.

COMPLIANCE/PERFORMANCE METRICS:

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract to Electrical Service Installation for Hard-Sided Tents at Camp Dearborn

DATE: March 13, 2025

Budget Information

Projects:	I20925 – Camp Master Plan Projects
Total Approved Project Budget:	\$294,359
Available Project Budget:	\$286,859
Requested Amount:	\$57,000
Funding Source:	Facilities Fund, Camp Dearborn, Capital Project Support, Construction Contractor
Supplemental Budget:	N/A

Summary of Request

The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to IB Electric, for the installation of electric service for 10 hard sided tent structures at Camp Dearborn.

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

Background and Justification

In 2022 the green canvas-tent structures were demoed and removed from Camp Dearborn property due to safety reasons. Now thankfully due to the injection of Federal ARPA dollars we are able to bring back a new and improved version of the green-tents. The new modular green-tent structures, previously awarded by City Council, require updated electrical service running to them. The newly installed modular green-cabin structures sleep up to 6 people and will be installed this spring, along with the new electrical service, allowing visitors of Camp to rent and enjoy during the 2025 camping season.

IB Electric is a Dearborn based company, and most recently completed the installation of additional lighting in the Performing Arts Center lobby, as well as the installation of new lighting in the Dearborn Administrative Center. To date, all work was completed on time, on budget and met the contracted scope of work.

Procurement Process

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:

Jay Andrews

A06626461856403...

Jay Andrews, Sr. Buyer, Purchasing

Department Approval:

DocuSigned by:

David Plamondon

0B249F0C7B4A4D3...

Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Initial

AK

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy Romer, Corporation Counsel



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of annual "PAWCHELLA" event presented by Friend for Animals of Metro Detroit

DEPARTMENT:

Parks & Recreation

BRIEF DESCRIPTION:

The Friends for Animals of Metro Detroit respectfully request Council approval to hold the annual Pawchella event (formerly known as the Mutt Strutt) on Saturday, June 7, and Sunday, June 8, from 10 a.m. to 3 p.m. each day.

PRIOR COUNCIL ACTION:

Annual approval from Council.

BACKGROUND:

Formally known as the "Mutt Strutt", Pawchella serves as one of the largest annual fundraisers for the Friends of Animals for Metro Detroit. This year's event promises to be a fun-filled weekend, with highlights including a pack walk on Saturday, an adopt-a-thon all weekend, live bands, raffles, food trucks and more.

FISCAL IMPACT:

City-Services from Parks & Recreation, DPW and the Police Department will be donated for the event.

COMMUNITY IMPACT:

The event will draw in local and neighboring residents, celebrating 2 days of activities and opportunities to adopt animals.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate Effect is Requested.

COMPLIANCE/PERFORMANCE METRICS:

Parks & Recreation, along with DPW and the Police Department, will communicate as-needed to ensure event requests and logistics are being managed accordingly.

**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Sean Fletcher, Director of Parks & Recreation

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of annual "PAWCHELLA" event presented by Friend for Animals of Metro Detroit

DATE: 2/25/2025

Budget Information

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

Summary of Request

The Friends for Animals of Metro Detroit respectfully request Council approval to hold the annual Pawchella event (formerly known as the Mutt Strutt) on Saturday, June 7, and Sunday, June 8, from 10 a.m. to 3 p.m. each day. Pawchella promises to be a fun-filled weekend, with highlights including a pack walk on Saturday, an adopt-a-thon all weekend, live bands, raffles, food trucks, and more! To accommodate the event's numerous activities, it is being requested that Reckinger Road be closed from the Library parking lot entrance to the Powerhouse public lot entrance on both June 7 and June 8. Permission to use the Library, FCPAC, and Powerhouse parking lots for event attendees is also being requested. Please note that the Powerhouse lot will need to be closed entirely on June 7 and 8 to accommodate event tents. Additionally, majority of the western parking lot at the Marianne Wright Adoption Center will be snow fenced in per insurance requirements for the event's liquor license. Pawchella is requesting a noise ordinance waiver for the event.

Pawchella is also requesting a fee waiver for the tent permit as well as permission to place three 4'x3' double-sided signs advertising for the event at the intersections below beginning on May 7, 2025.

-Hubbard and Northwood Drive median.

-Outer Drive and Cherry Hill median.

-Outer Drive and Walnut near Southfield median.

These signs would be removed no later than Monday, June 9, 2025.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate effect is requested.

Background and Justification

It is respectfully requested that City Council approve this request to allow for the continued planning and execution of new PawChella event, scheduled for June 7-8, 2025.



PARKS
& RECREATION

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Signed by:
Jonathon Golich
CF454FEAC7BC456...
Jonathon Golich 3/10/2025

Assistant Director - Parks & Recreation

DocuSigned by:
Issa Shahin 3/10/2025
1053E1C7585A436...
Issa Shahin

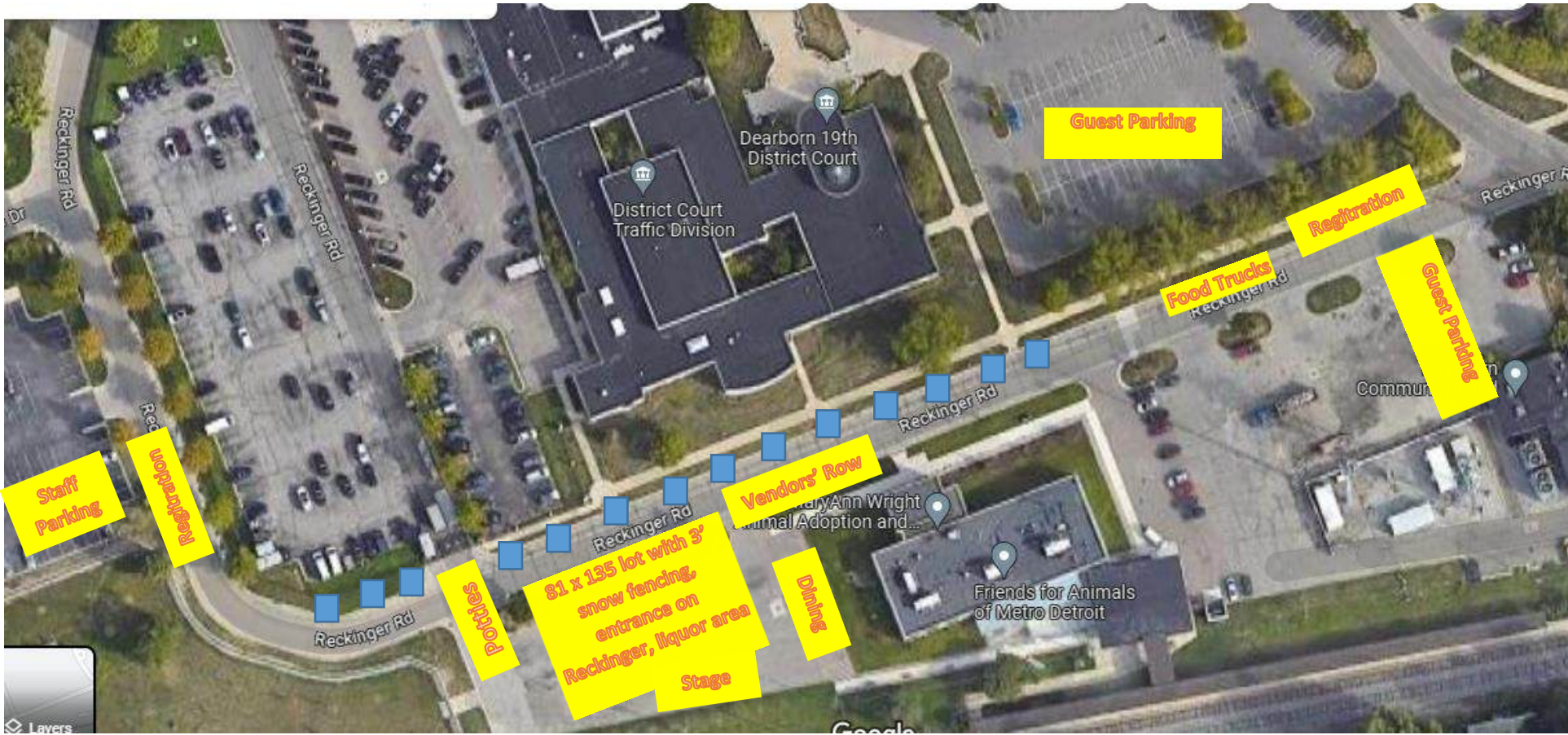
Police Chief

DocuSigned by:
Sean R Fletcher
503098961A7C461...
Sean R Fletcher 3/10/2025

Director of Parks & Recreation

DocuSigned by:
Tim Hawkins 3/10/2025
35BABC85BED3455...
Tim Hawkins

Director of Public Works & Facilities







**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of Annual Sgt. Chris Hampton Memorial 5k Run at Ford Field Park on May 18, 2025

DEPARTMENT:

Parks & Recreation

BRIEF DESCRIPTION:

The "Sgt. Chris Hampton Memorial 5k Run" is scheduled for Sunday, May 18 at Ford Field Park with a 9 a.m. start time. The event aims to raise awareness for suicide prevention while raising funds for the Chris Hampton memorial. The anticipated turnout for this event is 200 people. A noise waiver for the event is also being requested.

PRIOR COUNCIL ACTION:

Annual event.

BACKGROUND:

The Dearborn Police Officers Charities are requesting authorization to conduct this annual 5k run in the name of Sgt. Chris Hampton on Sunday, May 18. The Dearborn Police Department will assist with traffic-control during the event as needed.

FISCAL IMPACT:

N/A

COMMUNITY IMPACT:

Temporary disruptions to traffic-flow on north and south bound Brady Street between 9:00 a.m. and 10:30 a.m.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate Effect is Requested.

COMPLIANCE/PERFORMANCE METRICS:

Recreation and the Police Department will work to ensure event logistics are managed and adhered to.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Sean Fletcher, Director of Parks & Recreation

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of Annual Sgt. Chris Hampton Memorial 5k Run at Ford Field Park on May 18, 2025

DATE: 3/3/2025

Budget Information

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

Summary of Request

The "Sgt. Chris Hampton Memorial 5k Run" is scheduled for Sunday, May 18 at Ford Field Park with a 9 a.m. start time. The event aims to raise awareness for suicide prevention while raising funds for the Chris Hampton memorial. The anticipated turnout for this event is 200 people. A noise waiver for the event is also being requested. The Police Department will assist with traffic-control during the event as needed.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate effect is requested.

Background and Justification

It is respectfully requested that City Council approve this agenda item as presented.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Signed by:
Jonathon Golich
CF454FEAC7BC456...
Jonathon Golich 3/3/2025

Assistant Director - Parks & Recreation

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

Police Chief

DocuSigned by:
Sean R Fletcher
503098961A7C461...
Sean R Fletcher 3/3/2025

Director of Parks & Recreation

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...
Jeremy Romer

Corporation Counsel







EXECUTIVE SUMMARY

REQUEST: Approve the Recreation Passport Grant application for park improvements at Argyle-Williamson Park

DEPARTMENTS: Philanthropy & Grants, Parks & Recreation

BRIEF DESCRIPTION: The City of Dearborn is applying for funding through the Recreation Passport Grant program to support the improvements at Argyle-Williamson Park.

PRIOR COUNCIL ACTION: n/a

BACKGROUND: In the past three years Dearborn has improved numerous playgrounds in order to provide all residents access to great playground equipment. Many of the smaller neighborhood parks in the City have playground equipment that is 20+ years old. A majority of the playground equipment that is 20 years old or older is difficult to find parts for, which results in various aspects of the playground to be “closed” such as slides or climbing pieces. The new playground will provide equipment that's appropriate for both 2-5 year olds and 5-12 year olds.

The Recreation Passport Grant provides an opportunity to secure state funding to help achieve these goals, ensuring Camp Dearborn remains a premier outdoor recreation destination for residents and visitors.

The Recreation Passport Grant program is funded through the sale of Recreation Passports, which replace the Motor Vehicle Permit for state park entrance. Administered by the Michigan Department of Natural Resources (DNR), the program focuses on renovating and improving existing park facilities, though new developments are also eligible.

The city's application for an updated playground at Argyle-Williamson Park aligns with the grant program's mission to enhance local recreational spaces and expand access to outdoor facilities.

FISCAL IMPACT: Total project cost is \$250,000. This grant will provide \$150,000.00 with a local match of \$100,000.00 funded by the City of Dearborn.

COMMUNITY IMPACT: If successful, the grant would support the installation of a new playground and artificial playground turf, which eliminates the need to continuously replace engineered wood fiber.

IMPLEMENTATION TIMELINE:



Philanthropy and Grants

MEMORANDUM

- April 1, 2025 - Application due date. Application period closes in MiGrants.
- April 2025 - Applicants will receive notifications with questions for explanation, clarification, and/or supplementation of information provided in the application.
- May – July 2025 - Grants Management staff reviews all applications and conducts site visits.
- September 2025 - Preliminary scores available to applicants. Supplemental period begins.
- September to October 2025 - Grants Management staff review supplemental materials and complete final score evaluations.
- December 2025 - Recreation Passport Grant recommended projects are submitted to the DNR Director for final recommendation.
- Early 2026 - Project Agreements are issued in MiGrant

COMPLIANCE/PERFORMANCE METRICS:

The installation of a new playground at Argyle-Williamson Park will be completed within the agreed project timeline. Increased community engagement and use of the playground.



**Philanthropy
and Grants**

MEMORANDUM

TO: Dearborn City Council
FROM: Philanthropy & Grants, Parks & Recreation
SUBJECT: 2025 Recreation Passport Grant Application
DATE: March 7, 2025

Summary of Request

The Department of Philanthropy & Grants, in collaboration with the Parks & Recreation Department, recommends City Council approve the attached resolution in support of the City's application to the Recreation Passport Grant program. This grant would fund the development of a new playground at Argyle-Williamson Park. The City will apply for \$150,000.00 provided by the grant, with a local match of \$100,000.00 funded by the City of Dearborn.

Background and Justification

In the past three years Dearborn has improved numerous playgrounds in order to provide all residents access to great playground equipment. Many of the smaller neighborhood parks in the City have playground equipment that is 20+ years old. A majority of the playground equipment that is 20 years old or older is difficult to find parts for, which results in various aspects of the playground to be "closed" such as slides or climbing pieces.

The Recreation Passport Grant provides an opportunity to secure state funding to help achieve these goals, ensuring Camp Dearborn remains a premier outdoor recreation destination for residents and visitors. The proposed application is supported by the City of Dearborn's 5-Year Approved Parks and Recreation Plan.

Immediate effect is requested.



**Philanthropy
and Grants**

MEMORANDUM

Prepared by:

Signed by:

Maria Willett

5F7C62870E294AB...

Maria Willett – Philanthropy & Grants Director

Department Approval:

Sean Fletcher - Parks and Recreation

Budget Approval:

DocuSigned by:

Michael Kennedy

C34A9F1710C9446...

Michael Kennedy – Finance Director/Treasurer

Corporation Counsel:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy J. Romer – Corporation Counsel

COUNCIL RESOLUTION

WHEREAS: The replacement of a playground at Argyle-Williamson has been identified as a priority in the 2021-2025 Parks and Recreation Master Plan Camp Dearborn Master Plan; and

WHEREAS: The City of Dearborn supports the submission of an application titled, "Playground Improvements at Argyle-Williamson Park" to the Recreation Passport Grant Program for a new playground; and

WHEREAS: The proposed application is supported by the City of Dearborn's 5-Year Approved Parks and Recreation Plan; and

WHEREAS: If successful, the grant would support the installation of a playground at Argyle-Williamson Park, providing children access to newer playground equipment and an artificial turf play surface.

WHEREAS: New playground equipment will provide neighborhood residents and their children ages 2-12 years old with a safe playground for many years to come; and

WHEREAS, the City of Dearborn is hereby making a financial commitment to the project in the amount of \$100,000 matching funds.

NOW, THEREFORE, BE IT RESOLVED: That the City of Dearborn hereby authorizes the submission of a Recreation Passport Grant Program application for \$150,000.00, and further resolves to make available a local match of \$100,000.00.

BE IT FURTHER RESOLVED: That the Director of Philanthropy & Grants is authorized to submit the Recreation Passport Grant Program application for Playground Improvements at Argyle-Williamson Park; and

BE IT FURTHER RESOLVED: That this resolution shall take immediate effect.



EXECUTIVE SUMMARY

REQUEST: Approve the Land and Water Conservation Grant application for the improvements at Camp Dearborn

DEPARTMENTS: Philanthropy & Grants, Parks & Recreation

BRIEF DESCRIPTION: The City of Dearborn is applying for funding through the Land and Water Conservation Fund (LWCF) grant program to support the construction of a new splash pad at Camp Dearborn.

PRIOR COUNCIL ACTION: n/a

BACKGROUND: The City of Dearborn recognizes that as the community evolves, so do the needs and desires of its residents. Recently, the city engaged in a master planning process specifically for Camp Dearborn to assess opportunities for modernization and enhanced usage of its facilities.

The LWCF grant provides an opportunity to secure federal funding to help achieve these goals, ensuring Camp Dearborn remains a premier outdoor recreation destination for residents and visitors.

The Land and Water Conservation Fund is a federal program administered in Michigan by the Department of Natural Resources (DNR) on behalf of the National Park Service (NPS). The program provides 50% matching grants to local governments for the development of public outdoor recreation areas and facilities.

The city's application for a splash pad aligns with the LWCF's mission to create and maintain high-quality recreation areas and expand access to outdoor spaces.

FISCAL IMPACT: Total project cost is \$1,000,000.00. This grant will provide \$500,000.00 with a local match of \$500,000.00 funded by the City of Dearborn.

COMMUNITY IMPACT: Investing in the splash pad will encourage greater use by visitors and foster healthier lifestyles. By investing in these upgrades, the city aims to create an accessible outdoor space that serves current and future generations.



MEMORANDUM

IMPLEMENTATION TIMELINE:

- April 1, 2025 – Application period closes in MiGrants.
- April 2025 – Applicants receive notifications requesting clarifications or supplemental information.
- May – July 2025 – Grants Management staff reviews applications and conducts site visits.
- September 2025 – Preliminary scores are sent to applicants.
- September – October 2025 – Supplemental information deadline; final scores released.
- December 2025 – Recommended projects submitted to the DNR Director for review.
- Winter 2025 – Director issues recommended applications. Applicants prepare final application documents for state submission.
- Spring 2026 – Project agreements issued, contingent on National Park Service final approval.

COMPLIANCE/PERFORMANCE METRICS:

Completion of planned improvements at Camp Dearborn within the agreed project timeline.

Increased community engagement and usage of the renovated facilities.



**Philanthropy
and Grants**

MEMORANDUM

TO: Dearborn City Council
FROM: Philanthropy & Grants, Parks & Recreation
SUBJECT: 2025 Land and Water Conservation Fund Application
DATE: March 7, 2025

Summary of Request

The Department of Philanthropy & Grants, in collaboration with the Parks & Recreation Department, recommends City Council approve the attached resolution in support of the City's application to the Land and Water Conservation Fund (LWCF) grant program. This grant would fund a splash pad at Camp Dearborn. The City will apply for \$500,000.00 provided by the grant, with the match of \$500,000 funded by the City of Dearborn.

Background and Justification

Camp Dearborn is a vital community asset that provides outdoor recreational opportunities for residents and visitors. Through a recent master planning effort, the city has identified priority upgrades that will revitalize the camp, making it more accessible, sustainable, and aligned with modern recreational needs.

By securing this grant funding, the City of Dearborn can make significant strides toward achieving its vision for Camp Dearborn while leveraging federal resources to reduce the financial burden on local taxpayers.

Immediate effect is requested.



**Philanthropy
and Grants**

MEMORANDUM

Prepared by:

Signed by:

Maria Willett

5E7C82870E294AB...

Maria Willett – Philanthropy & Grants Director

Department Approval:

Sean Fletcher - Parks and Recreation

Budget Approval:

DocuSigned by:

M. Willett

C34A9F1710C9446...

Corporation Counsel:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy – Finance Director/Treasurer

DocuSigned by:

Jeremy Romer

E7A573BA25E3460

Jeremy J. Romer – Corporation Counsel

COUNCIL RESOLUTION

WHEREAS: According to the City's most recent survey, 43% of participants indicated that a splash pad was one of the additional amenities they would like to see at Camp Dearborn, demonstrating a significant need for investment in recreational infrastructure; and

WHEREAS: As part of the Camp Dearborn Master Plan, the City is dedicated to offering inclusive and accessible facilities for everyone; and

WHEREAS: Splash pads provide a safe, accessible, and engaging recreational space for families and children, promoting physical activity and fostering social interaction; and

WHEREAS: Adding a splash pad with shade structures and comfortable seating is a key component of the City's Master Plan for the beach area at Camp Dearborn, enhancing accessibility, convenience, and enjoyment for all visitors; and

WHEREAS: The proposed location for the splash pad is one of the most visited areas of Camp Dearborn, making it an ideal site for new recreational enhancements; and

WHEREAS: The City of Dearborn supports the submission of an application to the Land and Water Conservation Fund (LWCF) for the development of a splash pad at Camp Dearborn; and

WHEREAS: The proposed application is supported by the City of Dearborn's 5-Year Approved Parks and Recreation Plan; and

WHEREAS: The City of Dearborn is hereby making a financial commitment to the project in the amount of \$500,000 matching funds; and

NOW THEREFORE, BE IT RESOLVED that hereby authorizes submission of a Land and Water Conservation Fund Application for \$500,000, and further resolves to make available its financial obligation amount of \$500,000 (50%) of a total \$ project cost,

BE IT FURTHER RESOLVED: That the Director of Philanthropy & Grants is hereby authorized to submit the Land and Water Conservation Fund (LWCF) grant application for the development of a splash pad and related improvements at Camp Dearborn; and

BE IT FURTHER RESOLVED: That this resolution be given immediate effect.



EXECUTIVE SUMMARY

REQUEST: Approve the Michigan Natural Resources Trust Fund (MNRTF) Grant application for the development of a fully inclusive playground at Camp Dearborn.

DEPARTMENTS: Philanthropy & Grants, Parks & Recreation

BRIEF DESCRIPTION: The City of Dearborn is applying for funding through the Michigan Natural Resources Trust Fund (MNRTF) to support the development of a fully inclusive playground at Camp Dearborn. This project aligns with the City's commitment to providing accessible and modern recreational facilities for all visitors.

PRIOR COUNCIL ACTION: n/a

BACKGROUND: According to the City's most recent survey, 52% of Camp Dearborn visitors use the playgrounds. However, the existing playgrounds throughout the camp offer limited accessibility. As part of the new investments in Camp Dearborn, the City is committed to ensuring accessibility for all visitors. The Camp Dearborn Master Plan prioritizes inclusive and accessible facilities, ensuring that all members of the community can fully enjoy the park's recreational offerings.

The vision for Camp Dearborn's playgrounds is to strategically reduce the number of locations while ensuring that new equipment is positioned in areas that best serve the needs of visitors. The Michigan Natural Resources Trust Fund provides an opportunity to secure state funding to help achieve these goals.

Over its 49-year history, the MNRTF has awarded over \$1.4 billion in funding to state and local units of government for the acquisition and development of recreation land in all 83 counties of Michigan. The City's application for a fully inclusive playground at Camp Dearborn aligns with the MNRTF's mission to enhance public outdoor recreation and expand access to high-quality facilities.

As part of the grant application process, the City of Dearborn is required to submit a resolution of support from its highest governing body. This resolution affirms the City's commitment to the project and the financial match requirement of 25% of the total project cost.

FISCAL IMPACT: Total project cost is \$533,400. This grant will provide \$400,000.00 with a 25% local match of \$133,400 funded by the City of Dearborn.

COMMUNITY IMPACT: If successful, the grant would support the installation of a fully inclusive playground at Camp Dearborn, creating a universally accessible recreational space that encourages outdoor play and engagement for children of all abilities. The project will improve overall accessibility, enhance safety, and provide modern, high-quality play structures that promote inclusivity and active lifestyles.



IMPLEMENTATION TIMELINE:

- April 1, 2025 – Application period closes in MiGrants.
- April 2025 – Applicants may receive requests for additional information based on an administrative completeness review.
- May - July 2025 – Grants Management staff conducts review of all applications and may conduct site visits.
- August - September 2025 – Preliminary scores are made available to applicants; supplemental information is requested.
- September - October 2025 – Grants Management staff reviews supplemental materials and completes final score evaluations.
- Early December 2025 – MNRTF Board makes final recommendations for funding.
- December 2025 - January 2026 – A bill is prepared and submitted to the Legislature for approval and appropriation of funds for the MNRTF Board's final recommendations.
- Early to Mid-2026 – Grants Management distributes Project Agreements to grantees, usually by June, pending Legislative approval.
- Mid to Late 2026 – Projects may begin after the Project Agreement has been executed.

COMPLIANCE/PERFORMANCE METRICS:

- Completion of planned playground development at Camp Dearborn within the agreed project timeline.
- Increased accessibility and inclusivity of playground facilities.
- Increased community engagement and usage of the improved playground facilities.

**Philanthropy
and Grants****MEMORANDUM**

TO: Dearborn City Council
FROM: Philanthropy & Grants, Parks & Recreation
SUBJECT: 2025 Recreation Passport Grant Application
DATE: March 7, 2025

Summary of Request

The Department of Philanthropy & Grants, in collaboration with the Parks & Recreation Department, recommends City Council approve the attached resolution in support of the City's application to the Michigan Natural Resources Trust Fund (MNRTF) grant program. This grant would fund the development of a fully inclusive playground at Camp Dearborn. The City will apply for \$400,000.00 provided by the grant, with the required 25% local match of \$133,400.00 funded by the City of Dearborn.

Background and Justification

Camp Dearborn is a vital community asset that provides outdoor recreational opportunities for residents and visitors. However, many of its existing playgrounds are outdated and not fully accessible. Through a recent master planning effort, the city has identified priority upgrades that will create a safer, more inclusive environment that aligns with modern recreational needs.

By securing this grant funding, the City of Dearborn can take significant strides toward achieving its vision for Camp Dearborn while leveraging state resources to reduce the financial burden on local taxpayers. Additionally, as part of the grant application process, the City must pass a resolution affirming its commitment to the project, ensuring eligibility for funding consideration.

Immediate effect is requested.



**Philanthropy
and Grants**

MEMORANDUM

Prepared by:

Signed by:

Maria Willett

5F7C82870E294AB...

Maria Willett – Philanthropy & Grants Director

Department Approval:

Sean Fletcher - Parks and Recreation

Budget Approval:

DS

MHA

DocuSigned by:

Michael Kennedy

E77919D1421447E...

Michael Kennedy – Finance Director/Treasurer

Corporation Counsel:

Jeremy J. Romer – Corporation Counsel

COUNCIL RESOLUTION

WHEREAS: according to the City's most recent survey, 52% of visitors to Camp Dearborn utilize the playgrounds, demonstrating a significant need for investment and improvement in playground infrastructure; and

WHEREAS: as part of the new investments in Camp Dearborn, the City is committed to ensuring smoother accessibility for all visitors. As part of the Camp Dearborn Master Plan, the City is dedicated to offering inclusive and accessible facilities for everyone; and

WHEREAS: existing playgrounds are located throughout Camp Dearborn with varying equipment ages and limited accessibility. The vision for Camp Dearborn's playgrounds is to strategically reduce the number of locations while ensuring the new equipment is located in areas that best serve the needs of visitors; and

WHEREAS: the City of Dearborn supports the submission of an application to the Michigan Natural Resources Trust Fund (MNRTF) for the development of a fully inclusive playground at Camp Dearborn; and

WHEREAS: the proposed application is supported by the City of Dearborn's 5-Year Approved Parks and Recreation Plan; and

WHEREAS: as part of the application, the grantee must fund at least 25 percent of the total project cost. The City of Dearborn's financial commitment to the project shall be \$133,400.00.

NOW, THEREFORE, BE IT RESOLVED: That the City of Dearborn hereby authorizes the submission of a Michigan Natural Resources Trust Fund application for \$400,000.00, and further resolves to make available a local match of \$133,400.00 representing 25% of the total project cost of \$533,400.00.

BE IT FURTHER RESOLVED: That the Director of Philanthropy & Grants is hereby authorized to submit the Michigan Natural Resources Trust Fund (MNRTF) grant application for the development of a fully inclusive playground at Camp Dearborn; and

BE IT FURTHER RESOLVED: That this resolution be given immediate effect.

EXECUTIVE SUMMARY



REQUEST: Approval of Western Wayne County Police Mutual Aid Agreement

DEPARTMENT: Police

BRIEF DESCRIPTION: Mutual Aid Agreement with member/agencies from the Western Wayne County Mutual Aid Consortium

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Committee revised the agreement in 2017 to provide for an all hazard mutual aid response that consistent with the tenants of the National Incident Management System. This current agreement clarifies commitments, roles, and responsibilities of the member partners.

FISCAL IMPACT:

- N/A
-
-

IMPACT TO COMMUNITY:

- The Western Wayne County Mutual Aid Agreement allows for the member agencies to leverage collective resources to minimize exposure, to limit damages, and to restore order as quickly as possible.
-
-

IMPLEMENTATION TIMELINE: Immediate effect is requested

COMPLIANCE/PERFORMANCE METRICS: Oversight of the agreement will be monitored by the Police Department.

POLICE DEPARTMENT – INVESTIGATIVE DIVISION



TO: CITY COUNCIL
FROM: CHIEF ISSA SHAHIN
VIA: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: WESTERN WAYNE COUNTY POLICE MUTUAL AID AGREEMENT
DATE: FEBRUARY 25, 2025

The Dearborn Police Department is an active partner/member in the Western Wayne Mutual Aid. The mutual aid agreement has been revised several times through the years. The Committee revised the agreement in 2017 to provide for an all hazard mutual aid response that consistent with the tenants of the National Incident Management System. This current agreement clarifies commitments, roles, and responsibilities of the member partners.

The jurisdictions with the WWMA continue to face threats to public health and safety from both man-made and natural emergencies and disasters. Incidents include, but are not limited to: fires, snow storms, ice storms, tornadoes, wind storms, wave action, oil spills, water contamination, utility failures, hazardous peacetime radiological incidents, major transportation accidents, aircraft disasters, hazardous materials incidents, epidemics, pandemics, air contamination, blight, drought, infestation, explosions, hostile military or paramilitary actions, active assailants, riots, or civil disturbances capable of causing severe damage to property and danger to life. We must now confront the threats to public health and safety posed by international or domestic terrorist attacks involving chemical, biological, radiological, nuclear, incendiary or explosive (CBRNE) weapons.

This agreement recognizes that the effective, efficient response to any emergency can best be achieved by the application and leveraging of the collective resources of the political jurisdictions that are part of this agreement. This agreement identifies the roles and process that will be implemented if/when these agencies are faced with unfavorable, unforeseen circumstances.


Immediate effect is requested.

Prepared By:

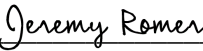
Signed by:

Lieutenant Michael York, Police

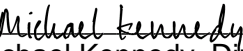
Department Approval:

DocuSigned by:


Issa Shakin, Chief of Police

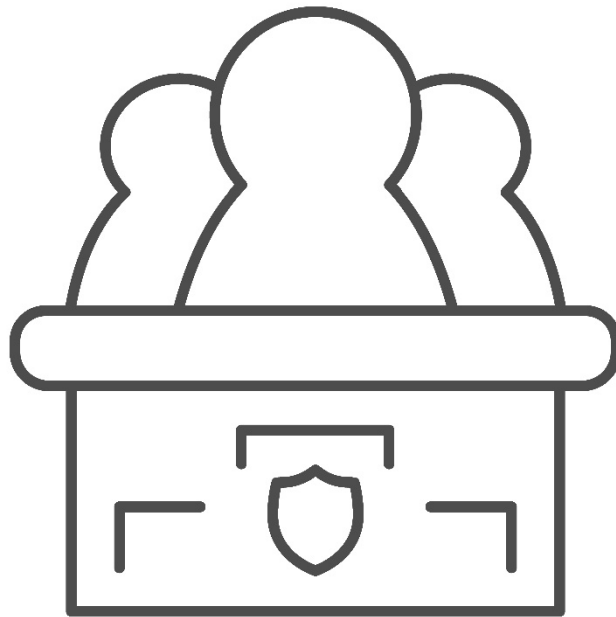
DocuSigned by:


Jeremy R. Romer, Corporation Counsel

DocuSigned by:


Michael Kennedy, Director of Finance

WESTERN WAYNE COUNTY



POLICE MUTUAL AID AGREEMENT

October 28, 2024

SECTION ONE

PURPOSE AND SCOPE

1. The original Western Wayne Mutual Aid Agreement adopted in 1987, was narrowly focused on crowd control and related issues. The document was revised in 2007 and again in 2017 to provide for an all- hazard mutual aid response that consistent with the tenants of the National Incident Management System. This current agreement clarifies commitments, roles, and responsibilities of the member partners.
2. Our jurisdictions continue to face threats to public health and safety from both man-made and natural emergencies and disasters. Incidents include, but are not limited to: fires, snow storms, ice storms, tornadoes, wind storms, wave action, oil spills, water contamination, utility failures, hazardous peacetime radiological incidents, major transportation accidents, aircraft disasters, hazardous materials incidents, epidemics, pandemics, air contamination, blight, drought, infestation, explosions, hostile military or paramilitary actions, active assailants, riots, or civil disturbances capable of causing severe damage to property and danger to life. We must now confront the threats to public health and safety posed by international or domestic terrorist attacks involving chemical, biological, radiological, nuclear, incendiary or explosive (CBRNE) weapons.

SECTION TWO

BENEFITS

1. This agreement recognizes that the effective, efficient response to any emergency can best be achieved by the application and leveraging of the collective resources of the political jurisdictions that are part of this agreement.
2. This agreement recognizes that The National Incident Management System (NIMS) has been adopted by and guides all levels of government, nongovernmental organizations and the private sector to work together to prevent, protect against, mitigate, respond to and recover from planned or unplanned events. NIMS is a comprehensive, nationwide, systematic approach to incident management, including the command and coordination of incidents, resource management, and information management
3. This agreement follows the protocols set forth in the NIMS including the use of the Incident Command System (ICS) as directed under the National Response Framework (NRF). The ICS is a standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective. ICS clarifies chain of command improving accountability, improves communication among all disciplines, establishes a systematic planning process, establishes a predesigned management structure, and fosters cooperation between agencies.

SECTION THREE

PARTICIPATING AGENCIES

This agreement is entered into between the Western Wayne County political subdivisions (“Participating Political Subdivisions”) of the following Participating Agencies:

Belleville Police Department
Canton Township Public Safety Department
Dearborn Police Department
Dearborn Heights Police Department
Garden City Police Department
Huron Clinton Metropolitan Authority Police Department
Huron Township Police Department
Inkster Police Department
Livonia Police Department
Northville Police Department
Northville Township Police Department
Plymouth Police Department
Plymouth Township Police Department
Redford Township Police Department
Romulus Police Department
Schoolcraft College Police Department
Sumpter Township Police Department
Van Buren Township Public Safety Department
Wayne Police Department
Wayne County Metropolitan Airport Authority Police Department
Wayne County Sheriff's Department
Westland Police Department

1. Agencies may be signatories to more than one Mutual Aid Agreement.

SECTION FOUR

AUTHORITIES AND REFERENCES

1. Authorities

- National Emergency Management Association - Model Intrastate Mutual Aid Legislation, March 2004
- Michigan Emergency Management Assistance Compact November 11, 2004
- Mutual Police Assistance Agreements Act 236 of 1967, § 123.811 - 123.814
- Michigan Emergency Management Act, Act 390 of 1976

2. References

- Western Wayne County Mutual Aid Police Task Force Agreement, October 1, 2017
- Michigan Municipal Risk Management Authority Law Enforcement Committee - Resource Materials Relating to Reciprocal Law Enforcement Aid Agreement Background/History
- National Incident Management System (NIMS), October 2017
- Incident Command System (ICS)
- Wayne County Emergency Management and Homeland Security Operations Plan and Nuclear Facility Emergency Procedures

SECTION FIVE

LAW ENFORCEMENT RESPONDERS DEFINED

1. A “Law Enforcement Responder” is a first responder, which is a person who has specialized skills, training, knowledge, and experience, and is among the first to arrive at an emergency scene to provide assistance or resolve the incident. Under this definition, an emergency responder may or may not be required to possess a license, certificate, permit or other official recognition for their expertise in a particular field or area of knowledge. A law enforcement responder includes, but is not limited to, police officer, trooper, sheriff’s deputy, reserve officer, or auxiliary officer.
2. Personnel of any responding Participating Political Subdivision while in the jurisdiction of the requesting political subdivision shall have the powers, authorities, duties, and responsibilities as those of the requesting jurisdiction.

SECTION SIX

GOVERNANCE STRUCTURE AND OPERATIONS OVERSIGHT

1. The Western Wayne County Police Mutual Aid Agreement will be governed utilizing the Western Wayne County Police Mutual Aid Bylaws approved and dated, October 28, 2024.

SECTION SEVEN

RECOGNITION OF LENSURE AND CERTIFICATIONS

1. If a person or entity holds a license, certificate or other permit issued by a Participating Political Subdivision or is credentialed by the State in a professional, mechanical or other skill and the assistance of that person or entity is requested by a Participating Political Subdivision, the person or entity shall be deemed to be licensed, certified or permitted in the political subdivision requesting assistance for the duration of the declared emergency or authorized drills or exercises and subject to any limitation and conditions the chief executive,

or their designee, of the Participating Political Subdivision receiving assistance may prescribe by executive order or otherwise. The provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 Sec. 11 as amended; MCL30.411) shall apply when the personnel, equipment or other resources of any participating government respond as an assisting party and provide emergency assistance outside their respective jurisdictions under the agreement.

SECTION EIGHT

PROTOCOLS FOR INTEROPERABLE COMMUNICATIONS

1. The Office of Michigan's Public Safety Communications System (MPSCS) ensures a stable, secure framework of interoperable communications for all state, federal, tribal, and private first responders.
2. To maintain effective operations and communications MPSCS develops policy and procedures to guide staff actions in our support of emergency first responders across Michigan. Through MPSCS policies and procedures this trunked radio system provides rapid response and facilitates cooperation of emergency personnel through statewide coverage and advanced technology.
3. Each political subdivision entering into this Agreement fully supports the inter-operability of our present 800 MHz trunked radio communications systems.
4. The interoperable Event Talkgroups utilized during a WWMA call out will be determined by the Incident Commander and/or the WWMA Liaison at the time mobilization is imminent. The Incident Commander will determine when a situation exists that requires use of an Event Talkgroup and notify his/her dispatch center. The dispatch center having jurisdiction over the location of the incident shall follow internal agency procedures to secure a designated Event Talkgroup(s) through the MPSCS by utilizing an Event Request Form.

SECTION NINE

LIABILITY AND INDEMNIFICATION

1. All activities performed under this agreement are deemed hereby to be governmental functions.
2. Each Participating Political Subdivision shall assume the full responsibility for the actions of its own employees, personnel, and/or agents acting pursuant to this Agreement as to liability and as to the payment of benefits to such employees, personnel, and/or agents all to the same extent as such employees, personnel, and/or agents are insured, indemnified and otherwise

protected when acting within the Participating Political Subdivision respective corporate limits.

3. Each Participating Political Subdivision agrees to be responsible for the negligent or wrongful acts or omissions of their respective employees, personnel, and/or agents. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other Participating Political Subdivision, or their employees, personnel, or agents, for any claim, damage, or liability arising out of or stemming from an act or action of a Participating Political Subdivision or their employees, personnel, and/or agents.
4. This section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have, including, but not limited to, governmental immunity. The indemnity provisions set forth herein shall survive the termination of this Agreement.

SECTION TEN

INSURANCE

1. A Participating Political Subdivision understands and agrees that each participating subdivision shall bear the full and sole responsibility for any and all losses or damages arising out of or connected with any police mutual aid assistance rendered by the Participating Political Subdivision under this Agreement insofar as such costs and expenses relate to its own equipment used or dispatched hereunder, including such expenses and charges for equipment, supplies and materials used, expended, damaged, or destroyed while rendering assistance under this Agreement.
2. Further, it shall be the responsibility of the participating subdivision to insure or indemnify itself against any public liability for injury or damage arising out of the rendering of any law enforcement related assistance pursuant to this Agreement.

SECTION ELEVEN

WORKERS' COMPENSATION AND OTHER BENEFITS

1. Each Participating Political Subdivision shall be responsible for the payment of all benefits to all of its employees, personnel, and/or agents acting pursuant to this Agreement, including, but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for injuries, damage to or destruction of equipment and clothing, claims for medical expenses and claims for other damages of whatever nature. Responders shall receive any additional state and federal benefits that may be available to them for line of duty deaths.

SECTION TWELVE

DEPLOYMENT NOTIFICATION

1. A Participating Political Subdivision may request assistance of other Participating Political Subdivisions in preventing, mitigating, responding to, and recovering from disasters and emergencies that result in locally declared emergencies, or a request from a Police Chief, Public Safety Director, Sheriff, or their designee, or in concert with authorized drills or exercises as allowed under this agreement. Request for assistance shall be made through the chief executive officer of a Participating Political Subdivision or their police designee.
2. Requests may either be verbal or in writing. Verbal requests will be followed up with a written request or copies of the LEIN messages forwarded to the Mutual Aid Command Liaison Officer who will forward a copy to the Wayne County Homeland Security and Emergency Management.
3. On an initial deployment notification, each Participating Jurisdiction in the requested Zone Control will commit up to ten percent (10%) of their sworn law enforcement personnel to the extent that it does not endanger primary operations and may withdraw loaned personnel or equipment where circumstances require redeployment in their respective jurisdiction. Personnel commitments will take into consideration personnel assigned to special operations teams include, but not limited to, the Western Wayne Special Operations Team (WWSOT), Western Wayne Mobile Field Force (WWMFF) and/or Western Wayne Crisis Negotiation Team (WWCNT). These teams are comprised of personnel from jurisdictions electing to participate in these teams and may or may not be members belonging to the Western Wayne County Mutual Aid Agreement.
4. Before a second or third deployment notification is made within a given Zone Control, each remaining Zone Control will be requested to support the incident with a commitment of ten percent of their personnel as they are able.

SECTION THIRTEEN

RECIPROCITY/RIEMBURSEMENT

1. A Participating Political Subdivision understands and agrees that each Participating Political Subdivision shall bear the full and sole responsibility for any and all costs and expenses arising from, or connected with, any police mutual aid assistance rendered by the Participating Political Subdivision under this Agreement insofar as such costs and expenses relate to its own personnel and equipment used or dispatched hereunder, including such personnel pay and fringe benefits, overtime, backfill of resources, stand by time, equipment, supplies, and materials etc. while rendering assistance under this Agreement.

2. The requesting political subdivision, when making application for federal or state funds for reimbursement of the cost of the emergency operation, shall apply for such funds for responding participating political subdivisions as established under the Michigan Emergency Management Act (P.A. 390 of 1976 Sec. 11 as amended; MCL30.411). Each political subdivision will supply the applicable information and will maintain appropriate records to support such applications.
3. Any fees or re-imbursements shall be in accordance with procedures developed by the Mutual Aid Committee and approved by the participating jurisdictions. Any reimbursement received by the requesting political subdivision shall be prorated between all Participating Political Subdivisions in direct proportion to the costs incurred. Should a dispute arise between parties to the agreement regarding reimbursement or fees, the parties will make every effort to resolve the dispute within 30 days of written notice of the dispute to the parties.
4. If an agreement cannot be reached it shall be submitted by the Mutual Aid Committee at the next Western Wayne County Chiefs Meeting for a final decision.

SECTION FOURTEEN

TERMINATION

1. It is understood and agreed that any Participating Political Subdivision hereto may at any time withdraw from participating in this Agreement upon the vote of its governing body and serving written notice of such Resolution of Withdrawal to the Western Wayne County Police Mutual Aid Committee; provided, however that any such withdrawal shall in no way change the rights and responsibilities of the remaining Participating Political Subdivisions to each other hereunder.

SECTION FIFTEEN

DISPUTE RESOLUTION

1. In the event of any dispute arising out of or relating to this Agreement, both parties agree to first attempt to resolve the matter through good-faith negotiation. If the parties are unable to reach a resolution within thirty (30) days of either party providing written notice of the dispute, the matter shall be referred to the Western Wayne County Police Mutual Aid Committee for investigation and mediation. If this does not result in resolution, the matter will be submitted by the Committee at the next Western Wayne County Police Chief's Meeting for a final decision.

SECTION SIXTEEN

MODIFICATIONS AND AMMENDMENTS

1. This Agreement shall be subject to an annual review by the Western Wayne Mutual Aid Committee, wherein any proposed modifications or amendments may be discussed and agreed upon in good faith. Additionally, any Participating Political Subdivision may propose a change to the Agreement during an after-action review following deployment of the team or upon receipt of information that may impact the Agreement. Any proposed changes must be submitted in writing. Upon mutual agreement, modifications or amendments shall be documented in writing and incorporated into this Agreement. Failure to reach a consensus on proposed changes shall not invalidate the Agreement, and it shall remain in effect until the next annual review.

SECTION SEVENTEEN

OPERATIONAL PLAN AND PROCEDURES REQUIREMENT

1. A Participating Political Subdivision may request the assistance of other Participating Political Subdivisions in preventing, mitigating, responding to, and recovering from disasters and emergencies that result in local state of emergency, or a upon request from a Police Chief, Public Safety Director, Sheriff, or their designee, or in concert with authorized drills or exercises as allowed under this agreement. Request for assistance shall be made through the chief executive officer of a participating political subdivision or their law enforcement designee.
2. Exigent requests may be verbal; however, verbal request will be followed up with a written request or copies of the LEIN messages forwarded to a Mutual Aid Command Liaison Officer and the appropriate Zone Control, who will forward a copy to the Michigan State Police Region 2 South District Liaison and the Wayne County Homeland Security & Emergency Management Director for their visibility.

SECTION EIGHTEEN

SUPPLEMENTAL INFORMATION

1. Disaster Declaration Process

- a) When an incident occurs, local police, fire and emergency medical services are normally the first to respond. They initially assess the situation, determine its nature, scope and magnitude, and determine if additional assistance is required.
- b) Additional departments and agencies may become involved depending on the nature of the incident. The local emergency management coordinator (EMC) is notified and monitors the situation. If the incident escalates to the point where coordination among

several agencies is required, the EMC activates the local Emergency Operations Center (EOC) and notifies key personnel.

- c) The EMC may recommend that the chief executive of the county or municipality declare a “local state of emergency” under the Michigan Emergency Management Act (Public Act 390 of 1976, as amended), which activates appropriate response and recovery aspects of the local government. Local response procedures are followed as stated in local Emergency Operations Plans (EOPs).
- d) If conditions warrant, the local government’s Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) District Coordinator is notified and, in conjunction with the local EMC, assesses the situation and recommends the personnel, services, and equipment needed.

2. Request for State Assistance

- a) If the chief executive determines that the incident is beyond the control of the local government, he or she may request that the Governor declare a “state of emergency” or “state of disaster” under the Michigan Emergency Management Act and activate state assistance in accordance with the provisions set forth in the act.
- b) This request is made through the MSP/EMHSD District Coordinator and forwarded to the MSP/EMHSD in Lansing, which notifies the Governor of the nature, scope and magnitude of the situation.

WESTERN WAYNE COUNTY POLICE MUTUAL AID AGREEMENT



BYLAWS

The Western Wayne County Police Mutual Aid Agreement (WWMA) will adopt the National Incident Management Systems (NIMS) comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines and establishes baseline concepts, processes and protocols for the management of incidents at all levels of governments across all sectors. This will allow our jurisdictions to maintain compliance with federally mandated NIMS activities and thus making more of a contribution to the National Response Framework for the management of catastrophic incidents.

SECTION ONE - OFFICERS

The Western Wayne County Police Mutual Aid participating political subdivisions shall elect the following police personnel who shall serve as members of the Mutual Aid Committee and whose responsibilities shall be as follows:

Chairperson - The Chairperson shall officiate over all regular, special and/ or emergency meetings of the participating political subdivisions and shall govern the body in accordance with the organizational and operational procedures.

The Chairperson, or Vice-Chairperson in their absence, shall be the spokesperson for the participating political jurisdictions. All official statements relating to the position of the Western Wayne County Police Mutual Aid Agreement shall be communicated through the Mutual Aid Committee.

The Chairperson shall maintain all records relating to the Mutual Aid Agreement in conjunction with the Secretary.

Vice-Chairperson - Shall assume the duties and responsibilities of the Chairperson in their absence.

Secretary - The Secretary shall be appointed by the Chair or Vice-Chairperson and serve at their pleasure for any work that is related to the Mutual Aid Agreement.

The Secretary shall record the minutes of meetings and maintain records in conjunction with the chairperson.

Personnel/Training Director - Shall be responsible for the training of designated logistic, intelligence, and public relations officers as well as other training needs established by the Mutual Aid Committee. Shall assume the duties and responsibilities of the Chairperson, in the absence of the Chairperson and Vice-Chairperson.

Operations Director - Shall be responsible for coordination of all operational plans for any disaster or hazardous situation which may occur within the geographical boundaries of the Western Wayne County Police Mutual Aid participating political subdivisions and shall ensure that copies are on file. Shall assume the duties and responsibilities of the Chairperson in the absence of the Chairperson, Vice-Chairperson or Personnel/Training Director.

SECTION TWO - ELIGABILITY FOR OFFICE

Persons elected to a mutual aid office must be a senior command officer of a member participating political subdivision.

SECTION THREE - ELECTION OF OFFICERS

Elections shall be held at the regular November meeting of the Western Wayne County Chiefs meeting. Terms of office are three year terms beginning in January.

Should a position be vacated prior to the expiration of the term, the chairperson shall recommend a person to the Western Wayne County Chiefs at their monthly meeting a replacement to complete that term of office.

SECTION FOUR - MEETINGS

Mutual Aid Committee meetings shall normally be held at the time and place of the Western Wayne County Chiefs Meeting.

SECTION FIVE - VOTING ON MUTUAL AID ISSUES

One member from each participating political subdivision shall have one vote.

SECTION SIX - QUORUM

Two-thirds of the participating political subdivisions must be represented at a meeting to validate any official action or change in the Mutual Aid Agreement.

SECTION SEVEN - ASSOCIATE MEMBERS

Representatives of various disciplines or other subject matter experts may become non-voting members of the Western Wayne County Police Mutual Aid Agreement with the approval of the Western Wayne Mutual Aid Committee.

SECTION EIGHT - RULES OF ORDER

Meetings shall be governed by the current edition of the Roberts Rules.

The Vice-Chairman shall be the official parliamentarian.

SECTION NINE - GENERAL BUSINESS

All matters relating to the Western Wayne County Police Mutual Aid Agreement or operation of WWMA must be ratified by a simple majority of the members present at the monthly meeting of the Western Wayne County Chiefs Meeting.

No business matters shall be concluded or acted upon unless:

- Proper notification has been made to the members in advance of the meeting and any amendments or revisions of the WWMA Agreement must be in writing to all participating jurisdictions before being voted upon
- Or, at least two-thirds of the members are present at the Western Wayne County Police Chief's Meeting where the new item of business is raised.

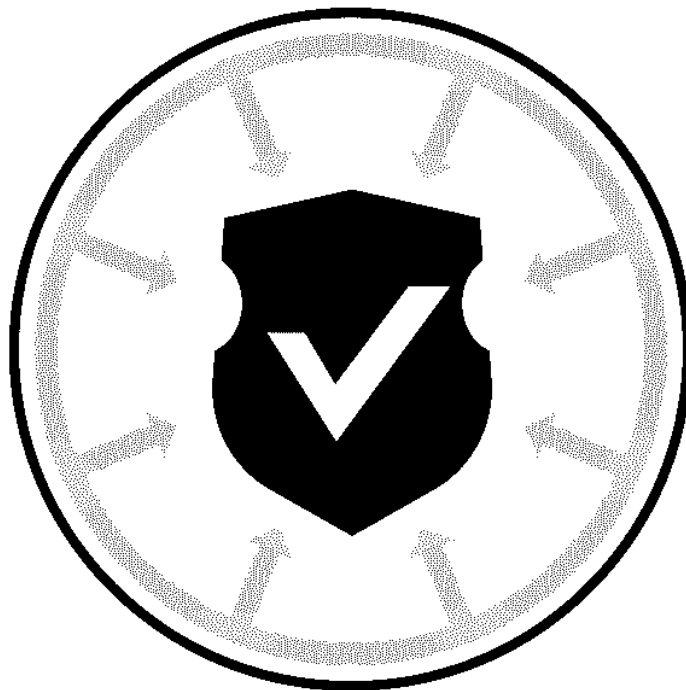
SECTION TEN - COMMITTEES

The Chairperson or members of WWMA by simple majority may appoint special committees from among the voting members as it is deems necessary.

SECTION ELEVEN - EXPENDITURES

If there are expenditures in relation to this agreement they must be approved by the Mutual Aid Committee and at least two-thirds of the members present at the Western Wayne County Police Chief's Meeting where the expenditures are present.

WESTERN WAYNE COUNTY POLICE MUTUAL AID AGREEMENT



OPERATIONS PLAN

AUTHORITY

Operating under the legal authorization of Act 236 MCL 1949 passed 1967 Sections 5.3323 (1) 5.3323 (3) and MCL 30.410(2), municipalities and counties may enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, private sector agencies, federal recognized tribal nations or all of these entities.

MISSION

The Western Wayne County Police Mutual Aid (WWMA) political subdivisions recognize that emergencies transcend political jurisdictional boundaries and that intergovernmental coordination is essential for the protection of lives and property and for the best use of available assets both private and public. While familiar hazards such as floods, tornadoes, chemical spills, wildfires, and storms continue to threaten public health and safety in our jurisdictions, terrorism, both domestic and international, has emerged as a serious threat. The system shall provide for police mutual aid assistance among the participating political subdivisions in the prevention of, response to, and recovery from, any disaster or hazardous situation or emergency, in any area of commitment.

EXECUTION

The operation involves the mobilization and commitment of police personnel, attached supporting elements and Western Wayne County Specialty teams, to provide for mutual aid assistance among participating political subdivisions in the prevention of, response to, and recovery from, any disaster, hazardous situation or emergency as set forth in the Western Wayne County Police Mutual Aid Agreement.

Police personnel at the request of a participating political subdivision will provide direct support or will assemble under the direction of the Western Wayne County Police Mutual Aid Command Liaison Officer at a preplanned assembly area, to be further assigned to the Target Jurisdiction and support the forces of the requesting jurisdiction or be employed under the command of the Mutual Aid Command Liaison Officer for such operations as required.

Special response teams shall include, but are not limited to, the Western Wayne Special Operations Team (WWSOT), Western Wayne Mobile Field Force (WWMFF) and/or Western Wayne Crisis Negotiation Team (WWCNT). These teams are comprised of personnel from jurisdictions electing to participate in these teams and may or may not be members belonging to the Western Wayne County Mutual Aid Agreement. These teams shall be governed by their Individual Mutual Aid Agreements or Memorandums of Understanding.

TARGET JURISDICTION

The target jurisdiction is defined as a participating political subdivision in which a disaster, hazardous situation or emergency occurs or one which anticipates a disaster, hazardous situation or emergency to develop. The Chief of Police, Public Safety Director, Sheriff, or their designee, from the target jurisdiction shall be the Incident Commander.

The Incident Commander, will implement the following NIMS components:

- Resource Management to include collaboration and coordination across the participating jurisdictions to systematically manage resources, including personnel, equipment, teams, supplies and facilities.
- Command and Coordination enabling the efficient incident management and coordination through a flexible, standardized incident management structure.
- Establish the Incident Command System (ICS), which defines the operating characteristics, management components, and structure of incident management organizations throughout the life cycle of the incident and provides for the establishment of an On-Scene Command Post and a command structure, headed by an Incident Commander, to direct and control emergency response operations at the scene of an incident.
- Communications and information management to ensure incident personnel and other decision makers have the means and information needed to make and communicate decisions.

Additionally the Incident Commander in coordination with the WWMA Command Liaison Officer will develop response plans as necessary, including but not limited to, the following:

- Isolation and containment
- Crowd and mob containment and dispersal
- Incident situation procedures
- Traffic control
- Integration of other agency and discipline participation
- Recovery procedures
- EOC and key installation security
- After action briefings

WESTERN WAYNE COUNTY POLICE MUTUAL AID COMMAND LIAISON OFFICER

The Mutual Aid Command Liaison Officer will be a qualified, specially designated administrative level Command Officer, not of the Target Jurisdiction. The Command Liaison Officer would preferably be from within the same zone as the Target Jurisdiction; however, any qualified Mutual Aid Command Liaison Officer may be selected. The Command Liaison Officer will have the responsibility and authority to mobilize, assemble, and attach elements of the WWMA to the Target Jurisdiction.

The Command Liaison Officer in cooperation with the Target Jurisdiction will utilize the Incident Command System which is part of the National Incident Management System and will operate from the Target Jurisdiction's Emergency Operations Center (EOC) and establish liaison with the Target Jurisdiction and supporting disciplines. In addition, the Command Officer Liaison in coordination with the Target Jurisdiction Incident Commander will:

- The Command Officer Liaison will facilitate the Target Jurisdiction's request for deployment within existing capabilities by contacting the Zone Control(s) to notify personnel of deployment status. The Liaison will ensure that Zone Control has made contact with the appropriate number of personnel necessary to fulfill the deployment needs.
- Evaluate and establish commitment priorities if multiple jurisdictions are affected when conflict of jurisdictional interests rise.
- Review command strategy. The Command Liaison shall have continuing responsibility to coordinate with Incident Command and the Multi-Agency Coordination Group if it has been established. The MAC Group is an off-site group made up of agency administrators, executives or designees of stakeholder agencies that support Incident Command and the EOC by providing policy guidance and resource allocation.

Additionally, the Command Officer Liaison will coordinate with the Incident Commander of the Target Jurisdiction in developing response plans or implementing the following where needed:

- Isolation and containment
- Crowd and mob containment and dispersal
- Preparedness for curfews, firearms, ammunition, liquor, gasoline and similar items that may need restrictions
- Incident situation procedures
- Traffic control
- Arrest procedures
- Maintaining situation logs
- Executing evacuations and/or shelter in place
- Special needs population
- Information sharing, collection, analyzing, dissemination and security (Fusion Center)
- Prosecutor and court liaison
- Integration of other agency and discipline participation
- Develop a time-phasing procedure for personnel and resources
- Recovery procedures
- EOC and key installation security
- After action briefings

PARTICIPATING POLITICAL SUBDIVISION RESPONSIBILITIES

Member participating political subdivisions shall have personnel trained in the Incident Command System and will assigned to the following positions and responsibilities:

Zone Control Jurisdiction(s) will respond to the request of the Target Jurisdiction through the Command Liaison Officer for mutual aid resources.

- Those designated as Zone Control Jurisdictions shall, at the direction of the Command Liaison Officer, contact the respective partner jurisdictions to obtain mutual aid to fulfill the Target Jurisdiction request.
- Zone Control will utilize LEIN to communicate, coordinate, and confirm resource availability and deployment status with the partner jurisdictions within their Zone and relay this information to the Command Liaison Officer.
- They will confirm the number of resources, equipment and supply information available for deployment within their Zone and relay that information to the Command Liaison Officer.
- Zone Control for partner jurisdictions contiguous to the Target Jurisdiction should be considered for deployment first due to their proximity and familiarity with the Target Jurisdiction.
- Additional Zone Control Jurisdictions will be contacted by the Command Liaison Officer for additional support as needed by the Target Jurisdiction.
- LEIN Policies shall be followed when using the LEIN system.

See Attachment 1, Established Zones and Commitments. This attachment shall be updated yearly.

Division/Group Supervisors will support the Incident Command through the direction and control of WWMA personnel and resources.

WWMA Division/Group Supervisors will be identified from among each of the participating WWMA jurisdictions. Division/Group Supervisors shall have the continuing responsibility for assisting in formulating response plans for disaster or hazardous situations and training programs for participating jurisdictions.

During deployment, the Division/Group Supervisor will:

- Command and assign specific tasks to WWMA personnel under their control and coordinate with other Division/Group Supervisors. They shall be responsible to the Incident Commander unless jurisdiction has been ceded to higher governmental authority.
- Implement the plan to respond to the critical incident, disaster, or hazardous situation. There can be no delay in taking action in the field and thus a plan should be formed and ready for implementation. Participating jurisdictions should routinely discuss possible courses of action with all disciplines and not wait until a critical incident, disaster, or hazardous situation occurs.
- Utilize WWMA personnel in support of the operation.
- Maintain continuous situational awareness and report changes to the Incident Commander and the Command Liaison Officer.
- Provide for a manageable chain of command within the personnel assigned to them and other Division/Group Supervisors.
- Complete scheduling for WWMA personnel assigned to the incident

Staging Area Manager will be assigned to support the incident and shall be responsible for:

- Receiving responding mutual aid personnel, inspecting and recording equipment use at the staging/assembly area.
- Accounting for all WWMA personnel reporting to the incident

The ICS organizational structure can be scaled to incorporate additional elements based on the type, size, scope and complexity of an incident or planned event. As deemed necessary by the Target Jurisdiction in coordination with the Command Liaison Officer, the following positions may be filled with WWMA personnel trained in the following disciplines.

Logistics Chief will coordinate with the Target Jurisdiction and:

- Inventory and list available facilities, equipment, and supply resources at local, state and federal levels, to include non-governmental as well as governmental
- Develop a plan for interoperability of all communications systems
- Identify special equipment needs for the team
- Make provisions for transportation of arrestees and temporary detention facilities
- Provide for the procurement and distribution of riot control agents and munitions
- Develop a plan for handling of evacuees, including transportation, feeding, housing, and other temporary requirements
- Record keeping, personnel time records, material and equipment logs
- Provide hydration, nutrition and medical care for all personnel

Public Information Officer will coordinate with the Target Jurisdiction to support:

- Public relations and public information activities in coordination with local radio, television, and newspapers, and for the preparation and dissemination of media releases, proclamations, and similar media releases
- Public and elected official information and awareness

Safety/Medical Officer will coordinate with the Target Jurisdiction to support:

- Responder Safety and Overall Incident Safety (MIOSHA) and family support
- Implement emergency medical care measures
- Medical capabilities and surge
- Mass Care

ATTACHMENT 1

Established Zones and Commitments

Police Mutual Aid Task Force Personnel Commitments								
Western Wayne	Zone	Zone control	Community	Total LE officers	1st call (10%)	2nd call (5%)	3rd call (5%)	MATF Total (20%)
	II-A (ALPHA)		Dearborn Heights	61	6	3	3	12
		XX	Dearborn	186	18	9	9	36
			Garden City	36	3	1	1	5
			Inkster	20	2	1	1	4
			Wayne	25	2	1	1	4
			Westland	75	7	3	3	13
	II-B (BRAVO)		Canton Twp.	90	9	4	4	17
		XX	Livonia	126	12	6	6	24
			Northville	14	1	0	0	1
			Northville Twp.	36	3	1	1	5
			Plymouth	16	1	0	0	1
			Plymouth Twp.	28	2	1	1	4
			Redford	52	5	2	2	9
			Schoolcraft College	21	2	1	1	4
	II-C (CHARLIE)		Belleville	9	1	0	0	1
			Huron Twp.	29	2	1	1	4
			Metro Airport	90	9	4	4	17
			Metro Parks	53	5	2	2	9
			Romulus	40	4	2	2	8
			Sumpter Twp.	18	1	0	0	1
		XX	Van Buren Twp.	43	4	2	2	8
			WC Sheriff	20	2	1	1	4
	Western Wayne Totals:			1088	101	45	45	191

Commitments Effective 5/23/24

This Page Left Intentionally Blank

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Belleville Police Department**

DATE: _____

I certify that the foregoing is adopted by the Belleville Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Canton Township Police Department

DATE: _____

I certify that the foregoing is adopted by the Canton Township Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Dearborn Police Department**

DATE: _____

I certify that the foregoing is adopted by the Dearborn Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Dearborn Heights Police Department**

DATE: _____

I certify that the foregoing is adopted by the Dearborn Heights Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Garden City Police Department

DATE: _____

I certify that the foregoing is adopted by the Garden City Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Huron Clinton Metropolitan Authority Police Department

DATE: _____

I certify that the foregoing is adopted by the Huron Clinton Metropolitan Authority Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Huron Township Police Department**

DATE: _____

I certify that the foregoing is adopted by the Huron Township Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Inkster Police Department**

DATE: _____

I certify that the foregoing is adopted by the Inkster Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Livonia Police Department**

DATE: _____

I certify that the foregoing is adopted by the Livonia Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Northville Police Department**

DATE: _____

I certify that the foregoing is adopted by the Northville Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Northville Township Police Department**

DATE: _____

I certify that the foregoing is adopted by the Northville Township Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Plymouth Police Department

DATE: _____

I certify that the foregoing is adopted by the Plymouth Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Plymouth Township Police Department

DATE: _____

I certify that the foregoing is adopted by the Plymouth Township Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Redford Police Department**

DATE: _____

I certify that the foregoing is adopted by the Redford Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Romulus Police Department**

DATE: _____

I certify that the foregoing is adopted by the Romulus Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Schoolcraft College Police Department**

DATE: _____

I certify that the foregoing is adopted by the Schoolcraft College Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Sumpter Township Police Department**

DATE: _____

I certify that the foregoing is adopted by the Sumpter Township Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Van Buren Township Police Department

DATE: _____

I certify that the foregoing is adopted by the Van Buren Township Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Wayne Police Department**

DATE: _____

I certify that the foregoing is adopted by the Wayne Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: Wayne County Metropolitan Airport Authority Police Department

DATE: _____

I certify that the foregoing is adopted by the Wayne County Metropolitan Airport Authority Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Wayne County Sheriff's Department**

DATE: _____

I certify that the foregoing is adopted by the Wayne County Sheriff's Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

NOW, THEREFORE, be it resolved that the Western Wayne County Police Mutual Aid Agreement, dated October 28, 2024, which is attached hereto and incorporated by reference is hereby adopted. This Agreement shall not take effect until signed by the individual(s) authorized to sign on behalf of the agency.

ADOPTED BY: **Westland Police Department**

DATE: _____

I certify that the foregoing is adopted by the Westland Police Department

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Additional Required Approval: (If necessary)

BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of Cooperative Purchasing of Modular Vehicle Barriers from Advanced Security

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department would like to purchase Modular Vehicle Barriers through a Cooperative Contract with Advanced Security. This will be a one-time purchase.

PRIOR COUNCIL ACTION: Same MV Barriers purchased by the DDA in 2024.

BACKGROUND:

The police department was approved for \$350,000 of 2024-25 CDBG funds under the public facility and improvement category at the City Council meeting on July 23, 2024. The CDBG funds were awarded for traffic safety improvements in East Dearborn.

The city has experienced substantial growth in terms of population and development. This has resulted in an increase in the shared use of roads by motorists, pedestrians, and bicyclists. Investments in traffic calming measures, roadway infrastructure, and equipment are essential in enhancing safe and efficient travel for everyone.

FISCAL IMPACT: \$127,872

COMMUNITY IMPACT:

Modular vehicle barriers provide protection from vehicles entering high pedestrian areas. Traditional barricades and cones are simply not enough to stop an intentional attack or accident that can result in mass casualties. The vehicle barriers would be utilized during events, including in lower income residential areas. Some events requiring enhanced protection include the Memorial Day Parade and the Dearborn/Detroit Community Block Party (Tireman & Littlefield). These events promote community vitality and vehicle barriers will improve their safety.

The city currently utilizes a set of barriers purchased from Advanced Security in downtown West Dearborn. The Department of Public Works reports satisfaction with the product. The barriers are easy to assemble, transport, and store while having the ability to stop large trucks from entering pedestrian areas.

Residents and visitors will benefit from this project including in lower income residential areas. This expenditure specifically provides increased protection for pedestrians and lowers the potential for a catastrophic incident.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

The PO will be issued immediately upon council approval.

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Cooperative Purchasing of Modular Vehicle Barriers from Advanced Security

DATE: February 25, 2024

Budget Information

Project:	Z51525: Traffic Safety - CDBG
Total Approved Project Budget:	\$350,000
Available Project Budget:	\$350,000
Requested Amount:	\$127,872
Funding Source:	Community Development, Economic Development, Equipment – Non-Capital
Supplemental Budget:	N/A

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a purchase via a cooperative contract for Advanced Security for Modular Vehicle Barriers. The value of the contract is not-to-exceed \$127,872. This will be a one-time purchase.

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

Background and Justification

The police department was approved for \$350,000 of 2024-25 CDBG funds under the public facility and improvement category at the City Council meeting on July 23, 2024. The CDBG funds were awarded for traffic safety improvements and equipment in East Dearborn.

The city has experienced substantial growth in terms of population and development. This has resulted in an increase in the shared use of roads by motorists, pedestrians, and bicyclists. Investments in traffic calming measures, roadway infrastructure, and equipment are essential in enhancing safe and efficient travel for everyone.

This specific expenditure will increase pedestrian safety by providing enhanced protection from vehicles.

Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the PEPPM cooperative program. Contract # 535122-118 was selected following a review of



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

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

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

Issa Shahin

Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:

Michael Kennedy

Michael Kennedy, Treasurer & Finance Director

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel

ADVANCED SECURITY TECHNOLOGIES

**TESTED &
CERTIFIED**



MODULAR VEHICLE BARRIER

COMPLETE SYSTEM

featuring the **MVB 3X**



- Each MVB3X unit is lightweight at 53lbs
- Easily connect units to close any street
- One person to assemble/dismantle
- Open/close a street in seconds
- Use as an operational gate
- No tools required & zero maintenance
- Custom trailer systems for storage & transportation of up to 10 lanes



PROTECT AGAINST



vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577

TESTED & CERTIFIED

MVB™ 3X by MIFRAM

ASTM - F2656-15

Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft.
Tested & Certified at
16,538 lbs. @ 31.06 mph
Penetration 62.3 ft.

IWA 14 -1:2013

Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 35.76 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 34.12 ft.
Tested & Certified at
15,876 lbs. @ 30 mph
Penetration 58.4 ft.

PAS 68:2013

Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 29.53 ft.
Tested & Certified at
16,538 lbs. @ 30 mph
Penetration 58.4 ft.

~667 KJ Energy Absorption

Absorption
Equal to 89 Concrete blocks
of 1M³ [2.4 Ton - 5,292 lbs.]
Movement for 1 M Distance
16,538 lbs. @ 31 mph

20 UNIT / 2.5 LANES



48 UNIT / UP TO 6 LANES



60 UNIT / UP TO 8 LANES



72 UNIT / UP TO 10 LANES



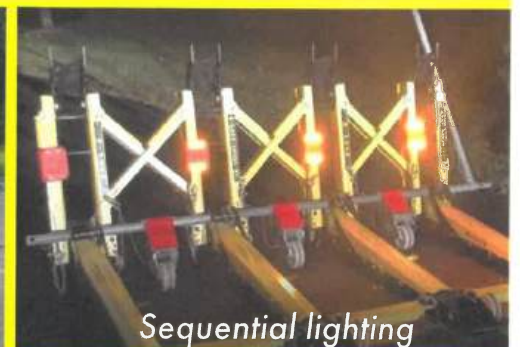
AST trailers are made in the United States and comply with US DOT regulations. Each trailer is specially designed to safely store and transport the MVB3X system inventory. Built with ease of use in mind, every complete system includes the specific number of MVB3X barriers, appropriate size trailer and the accessories to meet your operational requirements.



Lockers for fixed storage



Banners for public information



Sequential lighting

AST ADVANCED SECURITY
TECHNOLOGIES

vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of Cooperative Purchasing of Dash Mounted Radars from Kustom Signals

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department would like to purchase (15) patrol vehicle speed enforcement radar systems through a Cooperative Contract with Kustom Signals. This will be a one-time purchase.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

The city has experienced substantial growth in terms of population and development. This has resulted in an increase in the shared use of roads by motorists, pedestrians, and bicyclists. Investments in traffic calming measures, roadway infrastructure, and equipment are essential in enhancing safe and efficient travel for everyone.

Speeding and reckless driving adversely affects the safety and welfare of the community. Enforcement is necessary to compliment other traffic calming measures.

FISCAL IMPACT: \$42,870

COMMUNITY IMPACT:

Speeding has been a factor in many serious crashes in the community. The police department frequently receives requests for enforcement, including in east Dearborn neighborhoods, school zones, and parks.

Radar is an effective tool that allows officers to determine the speed of vehicles both while driving and parked on patrol. This equipment would greatly increase the ability of officers to substantiate speeding and reckless driving violations.

This purchase would include 15 additional radar units to be installed in Dearborn police vehicles.

IMPLEMENTATION TIMELINE:

The PO will be issued immediately upon council approval.

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Cooperative Purchasing of traffic calming products from Kustom Signals
DATE: February 25, 2024

Budget Information

Project:	Z51525: Traffic Safety - CDBG
Total Approved Project Budget:	\$350,000
Available Project Budget:	\$350,000
Requested Amount:	\$42,870
Funding Source:	Community Development, Economic Development, Equipment – Non-Capital
Supplemental Budget:	N/A

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a purchase via a cooperative contract for Kustom Signals for (15) Dash Mounted Radars. The value of the contract is not-to-exceed \$42,870. This will be a one-time purchase.

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

Background and Justification

Speeding and reckless driving adversely affects the safety and welfare of the community. Enforcement is necessary to compliment other traffic calming measures.

Speeding has been a factor in many serious crashes in the community. The police department frequently receives requests for enforcement, including in east Dearborn neighborhoods, school zones, and parks.

Radar is an effective tool that allows officers to determine the speed of vehicles both while driving and parked on patrol. This equipment would greatly increase the ability of officers to substantiate speeding and reckless driving violations.

Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the State of Michigan cooperative program. Contract # 210000000352 was selected following



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

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

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

Issa Shahin

Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:

Michael Kennedy

Michael Kennedy, Treasurer & Finance Director

DS
CK

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel

Revolutionary New RADAR



The Eagle 3 directional RADAR offers front and rear scan mode in the smallest moving Doppler RADAR on the market. *Now you have a better choice!*

Advanced Target Tracking

- Front and Rear Scan Mode switches to display the antenna with the fastest target (patented)
- DuraTrak™ tracking bars improve target confidence (patented)
- QuikTrak™ one button target tracking with lock (patented)
- ProLock™ one button relock of an accelerating target
- Dual antenna lock supports target tracking from one antenna to the other

Ultimate Performance

- Faster processing provides greater targeting range and improved target acquisition
- Track Moving Opposite and Same Direction targets at greater distance
- eFork™ electronic tuning fork in remote control replaces traditional tuning forks
- Advanced fork test with mandatory option simplifies testing procedures (patented)
- HVAC fan noise and interference learning
- TruTrak™ with patent pending Wireless Speed Sensing (WSS) eliminates VSS and controversial OBD II use
- Improved performance in poor weather (WSS)
- Radar event log stores locked target data, fork tests and GPS marked location to internal memory
- Certification management with optional lock out (patent pending)

Color Touch Screen Display

- Display color and position changes with front/rear target tracking
- Selectable color display with one, two, three and five color options
- Display automatically changes to night settings with ambient light sensor
- Complete control with touch screen & menus if remote damaged or misplaced



Front Moving Opposite Displayed,
Scanning Rear Same Direction



Eagle 3 with Directional Ka-Band antennas



Simple
operation



eFork



Bi-directional,
RF remote



Touch screen
display



GPS



RADAR
events



Fan
Learning



Sunlight
viewable



Certification
management

Advanced target tracking

Front and rear scan mode

eFork™ electronic tuning fork



Revolutionary New RADAR



KUSTOM SIGNALS, INC.®

Standard Configuration

- Color touchscreen display
- Front and rear scan mode (dual antenna units)
- Wireless remote with eFork electronic fork
- Traditional tuning forks
- Choice of antenna and display mounts
- Choice of antenna cable lengths
- Wireless speed sensing (WSS)
- Removable 12 VDC power cable
- Fan noise and interference learning
- Certification management with optional lockout
- Advanced tuning fork test with optional mandatory
- Electronic operator's manual
- Laminated quick start guide
- RADAR events log with 65,000+ events
- NHTSA Conforming Product List

Options

- In-car video interface
- Serial printer
- Hard carry case
- Online operator certification training
- Magnetic mount for remote
- Remote cable with quick release

Specifications

Type:	Two-piece, Directional Moving / Stationary Doppler radar system.
Frequency:	Ka-Band 35.5 GHz \pm 100 MHz
Accuracy:	Stationary \pm 1 mph (\pm 1 km/h) Moving \pm 1/2 mph (\pm 1/2 km/h)
Size:	1.5" H x 5.2" W x 2.3" D (3.8cm x 13.2cm x 5.8cm)
Weight:	0.6lb (0.3kg)

Color Display Selections



Front targets



Front targets



Rear targets



Rear targets

One Color Display

Two Color Display
(ideal for night time use)



Front targets



Front targets



Rear targets



Rear targets

Three Color Display

Five Color Display



Certified remote with electronic fork

Configuration and specifications subject to change



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

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

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

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

PRIOR COUNCIL ACTION:

CR 9-490-24 Authorized the purchase of signs from Tapco and speed humps.

BACKGROUND:

The police department was approved for \$350,000 of 2024-25 CDBG funds under the public facility and improvement category at the City Council meeting on July 23, 2024. The CDBG funds were awarded for traffic safety improvements in East Dearborn.

The city has experienced substantial growth in terms of population and development. This has resulted in an increase in the shared use of roads by motorists, pedestrians, and bicyclists. Investments in traffic calming measures, roadway infrastructure, and equipment are essential in enhancing safe and efficient travel for everyone.

FISCAL IMPACT: \$141,242.50

COMMUNITY IMPACT:

Products purchased through Tapco are designed to increase safety for all road users at intersections and reduce crashes. This includes illuminated solar-powered signs that draw greater attention to road users.

There are several one-way streets in residential areas in east Dearborn such as Ruby, Colson, Salina, Wyoming, Holly, Lithgow and Wellesley. Adding illumination to one-way signs and similar regulatory signs can reduce inadvertent driving mistakes and wrong-way drivers. This project includes improvements at up to 40 intersections in east Dearborn.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Illuminated school zone signs will alert drivers approaching school crossing that may not be apparent.

Residents and visitors will benefit from this project including in lower income residential areas.

IMPLEMENTATION TIMELINE:

The PO will be issued immediately upon council approval.

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Cooperative Purchasing of traffic calming products from Tapco

DATE: February 25, 2024

Budget Information

Project:	Z51525: Traffic Safety - CDBG
Total Approved Project Budget:	\$350,000
Available Project Budget:	\$350,000
Requested Amount:	\$141,242.50
Funding Source:	Community Development, Economic Development, Equipment – Non-Capital
Supplemental Budget:	N/A

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a purchase via a cooperative contract for Tapco for Traffic Calming Materials for East Dearborn. The value of the contract is not-to-exceed \$141,242.50. This will be a one-time purchase.

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

Background and Justification

The city has experienced substantial growth in terms of population and development. This has resulted in an increase in the shared use of roads by motorists, pedestrians, and bicyclists. Investments in traffic calming measures, roadway infrastructure, and equipment are essential in ensuring safe and efficient travel for everyone. Residents and visitors will benefit from this project including in lower income residential areas.

This project is designed to enhance traffic safety in residential areas and school zones through signage improvements.

Process

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:
Mark Rozinsky

D17FE8C142E34C3...

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Issa Shahin

1053E1C7585A436...

Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:
Michael Kennedy

DS

77919D1421447F...

Michael Kennedy, Treasurer & Finance Director

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer

E7A5735A25E3486...

Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Extension of Sole Source Contract for Water Meters and Associated Parts

DEPARTMENT: The Department of Public Works & Facilities, Water & Sewerage division, in conjunction with Purchasing

BRIEF DESCRIPTION: This is a request for approval of a (1) One year extension with Ferguson Enterprises, LLC.

PRIOR COUNCIL ACTION:

1-13-24- Additional expenditures for water meters, Renewal with Ferguson

BACKGROUND: Ferguson Enterprises, LLC is the sole authorized distributor for the State of Michigan to provide the Neptune brand parts required. The City of Dearborn requires Neptune brand parts to match the existing Neptune meters and radio reading devices which are installed throughout the city.

FISCAL IMPACT: Not-to-exceed \$200,000 through 12/31/25.

COMMUNITY IMPACT: Replacement of old water meters and upgrades to meter system.

IMPLEMENTATION TIMELINE: This service will continue without interruption.

COMPLIANCE/PERFORMANCE METRICS: The Department of Public Works & Facilities, Water & Sewerage division will manage this contract.


FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Extension of Sole Source Contract for Water Meters and Associated Parts

DATE: February 20, 2025

Budget Information

Adopted Budget: \$267,500
 Amended Budget: \$267,500
 Requested Amount: \$200,000 (Future fiscal years pending budget adoptions)
 Funding Source: Water Fund, Operating Supplies, Water Meters
 Supplemental Budget: N/A

Summary of Request

The Department of Public Works, Water & Sewerage Division, in conjunction with Purchasing, recommends the extension of the sole source contract for water meters and associated parts from Ferguson Enterprises, LLC. The value of the renewal is not-to-exceed \$200,000 and will be valid through December 31, 2025.

It is respectfully requested that Council authorize the renewal. Immediate effect is requested to maintain the City's inventory of water meters and associated parts for its 33,000 water accounts.


Background and Justification

Ferguson Enterprises, LLC is the sole authorized distributor for the State of Michigan to provide the Neptune brand parts required. The City of Dearborn requires Neptune brand parts to match the existing Neptune meters and radio reading devices which are installed throughout the City.


Process

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


Prepared By:

DocuSigned by:

 Mark Rozinsky, Purchasing Manager


Department Approval:

DocuSigned by:

 Tim Hawkins, Director of Public Works & Facilities

Budget Approval:

DocuSigned by:

 Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

 Jeremy J. Römer, Corporation Counsel

OFFICE OF THE 34TH CITY COUNCIL



2025 Women's History Month Resolution:

WHEREAS: Throughout history, the vision and achievements of powerful women have strengthened our Nation and opened the doors of opportunity wider for all of us. Though their stories too often go untold, all of us stand on the shoulders of these sung and unsung trailblazers — from the women who took a stand as suffragists, abolitionists, and labor leaders to pioneering scientists and engineers, groundbreaking artists, proud public servants, and brave first responders and members of our Armed Forces; be it further

WHEREAS: In 1980, President Jimmy Carter declared the week of March 2-8 to be National Women's History Week. By 1995 and ever since, every United States President has issued a series of annual proclamations designating the month of March as "Women's History Month," to celebrate the achievements and contributions women have made to society over the course of American history; be it further

WHEREAS: From Susan B. Anthony and Elizabeth Cady Stanton founding the National Woman Suffrage Association, to Amelia Earhart serving as the first woman, and second pilot, to fly across the Atlantic, to Jeannette Rankin of Montana, the first woman elected to Congress as a member of the House of Representatives, and to Marie Curie, the first woman to receive two Nobel prizes for her work on scientific advancements related to elements and medicine, the work of these women, along with a countless number of others, have not gone unnoticed; be it further

WHEREAS: During Women's History Month, we acknowledge, celebrate all of the women who have made a positive impact across our community and around the world and give them thanks. We owe them a great deal of gratitude; be it further

WHEREAS: The National Women's History Month's theme for 2025 celebrates "Moving Forward Together! Women Educating & Inspiring Generations."; be it further

WHEREAS: The 34th Dearborn City Council is committed to ensuring that the contributions women have made to our community and country be noted; therefore, be it

RESOLVED: That the 34th Dearborn City Council, proclaims March 2025 to be national Women's History Month in the City of Dearborn. We also recognize this year's theme to celebrate "Moving Forward Together! Women Educating & Inspiring Generations", and we encourage our entire community to commemorate this special observance, be it further

RESOLVED: That this resolution be given immediate effect.

A handwritten signature in dark ink, appearing to read "Michael T. Sareini", with a stylized, sweeping flourish at the end.

Michael T. Sareini
Council President

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk

From: City Council

Date: March 13, 2025

Subject: Council Acknowledgment-Eagle Scouts

The 34th City Council wishes to recognize Connor Godin, Eamon Kennedy, and Aidan Kennedy for earning their Eagle Scout titles within Troop #1147, with a Council Citation supported unanimously. This item shall be given immediate effect.

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

Leslie C. Herrick
Council President Pro Tem



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of a three-year Contract for Property and Casualty Insurance Brokerage Services to Brown & Brown.

DEPARTMENT: Purchasing, on behalf of Legal.

BRIEF DESCRIPTION: The City currently has a Property and Casualty Insurance contract with broker Nickel & Saph, Inc., effective through June 30, 2028. The current insurance coverage obtained by Nickel & Saph, Inc. under that contract is set to expire on June 30, 2025. Due to the yearly increases in the insurance premiums for the policies obtained under the contract, as well as deficiencies recently discovered in the current policy, a Request for Proposals for Property and Casualty Insurance Brokerage Services was recently issued to obtain a new broker. It is recommended that the City award a contract to the highest-scoring respondent, Brown & Brown. Upon a new insurance policy being obtained by the new broker, the contract with Nickel & Saph would then be canceled as permitted under the terms of the contract.

PRIOR COUNCIL ACTION: CR 6-257-19 awarded a three-year contract with up to (2) three-year renewal options to broker Nickel & Saph, Inc. for the City's Property and Casualty Insurance. CR 6-327-24 renewed the contract for year three of the first three-year renewal option and the second three-year renewal option, thereby renewing the contract through June 30, 2028.

BACKGROUND: The City currently has a Property and Casualty Insurance contract with broker Nickel & Saph, Inc., effective through June 30, 2028. The current insurance coverage obtained by Nickel & Saph, Inc. under that contract is set to expire on June 30, 2025. Due to annual fluctuations in premiums and changes in the City's claims history, this contract allows for annual changes in policy premiums. The annual premium for the coverage is currently \$2,340,649.60.

Due to the continued yearly increases in the insurance premiums for the policies obtained under the contract, as well as deficiencies recently discovered in the current policy, a Request for Proposals for Property and Casualty Insurance Brokerage Services was recently issued to obtain a new broker. After 463 vendors were solicited, four proposals were received. Brown and Brown submitted the highest-scoring proposal.

It is thus recommended that the City award a three-year contract with up to (2) three-year renewal options to Brown & Brown to provide Property and Casualty Insurance brokerage services. The commission under the contract will be the same as the commission under the current contract with Nickel & Saph, Inc. Upon a new insurance policy being obtained by the new broker, the contract with Nickel & Saph would then be canceled as permitted under the terms of the contract.

FISCAL IMPACT: The cost shall be paid from the Fleet and General Liability Insurance Fund.

IMPLEMENTATION TIMELINE: The contract term will be April 1, 2025, through April 1, 2028.

COMPLIANCE/PERFORMANCE METRICS: The Legal Department will monitor the resulting contract for compliance.

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

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Property & Casualty Insurance Brokerage Services
DATE: March 5, 2025

Budget Information

Adopted Budget:	\$2,390,782
Amended Budget:	\$2,339,972
Requested Amount:	\$0
Funding Source:	Fleet and General Liability Insurance Fund, Law Department, General Insurance
Supplemental Budget:	\$0

Summary of Request

The Evaluation Team, on behalf of the Legal Department, recommends the award of a contract for Property and Casualty Insurance brokerage services from broker Brown & Brown. The contract shall be for a term of three years with up to (2) three-year renewal options. This approval will allow Brown & Brown to begin obtaining quotes for future insurance coverage. Purchasing and Legal will return for Council approval once the cost quote is obtained.

It is respectfully requested that Council authorize the award of this contract with immediate effect in order to avoid gaps in service. The resulting contract shall not be binding until fully executed.

Background and Justification

The City currently has a Property and Casualty Insurance contract with broker Nickel & Saph, Inc., effective through June 30, 2028. The current insurance coverage obtained by Nickel & Saph, Inc. under that contract is set to expire on June 30, 2025. Due to annual fluctuations in premiums and changes in the City's claims history, this contract allows for annual changes in premiums. The annual premium for the coverage is currently \$2,340,650 a substantial increase from the initial premium under the contract of \$1,083,095. A brief history of the City's property and casualty insurance premiums is as follows:

FY 2024: \$1,962,729

FY 2023 \$1,801,601

FY 2022: \$1,772,705

FY 2021: \$1,541,615

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

FY 2020: \$1,200,144

FY 2019: \$1,083,095

Due to the continued yearly increases in the insurance premiums for the policies obtained under the contract, as well as deficiencies recently discovered in the current policy, a Request for Proposals for Property and Casualty Insurance Brokerage Services was recently issued to obtain a new broker. After 463 vendors were solicited, four proposals were received. Brown and Brown submitted the highest-scoring proposal.

It is thus recommended that the City award a three-year contract with up to (2) three-year renewal options to Brown & Brown to provide Property and Casualty Insurance brokerage services. The commission under the contract will be the same as the commission under the current contract with Nickel & Saph, Inc. Upon a new insurance policy being obtained by the new broker, the contract with Nickel & Saph would then be canceled as permitted under the terms of the contract.

Procurement Process

Purchasing solicited proposals with process details as follows:

Process: Request for Proposal

Issue Date: November 26, 2024

Deadline Date: February 12, 2025

Vendors Solicited: 463

Solicitations Obtained: 29

Proposals Received: 4

Final Evaluation Results

The proposal was evaluated in depth by the evaluation team. The evaluation criteria comprised Experience & Qualifications, Policy Improvement Plan, Broker Questionnaire Responses, and Cost. The results are as follows:

Proposer	Total Points
Brown & Brown	92
Willis	91
Alliant	75
Nickel & Saph	61

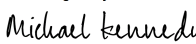
**FINANCE****EXECUTIVE SUMMARY AND MEMORANDUM**

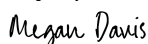
Brown & Brown, was found to have submitted the most responsive and responsible proposal. The procurement process was in accordance with the Procurement Ordinance and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

Voting Members of the Evaluation Team:

DocuSigned by:

E7A573BA25E3460
Jeremy J. Romer, Corporation Counsel

DocuSigned by:

F77919D1421447F...
Michael Kennedy, Finance Director

Signed by:

60F29CF6B6BD4ED...

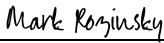
DocuSigned by:

C73061A00EB9490...
Rebecca Schultz, Assistant Corporation Counsel

Signed by:

CBB286544F0047D...
Nicole Golich, Deputy Director, Public Works

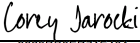
Resources to the Evaluation Team:

DocuSigned by:

D17FF6C142E34C3...
Mark Rozinsky, Purchasing Manager

DocuSigned by:

4FEFF229C1984BA...
Bradley Mendelsohn, Deputy Corporation Counsel

Budget Approval:

DocuSigned by:

3923DB0ED71E40A...
Corey Jarocki, Deputy Finance Director



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of contract for Concrete Pad Installation 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, recommends awarding a contract to Prime Construction Co., for the installation of concrete pads for 10 hard sided tent structures and 10 RV sites at Camp Dearborn.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

In 2022 the green canvas-tent structures were demoed and removed from Camp Dearborn property due to safety reasons. Now thankfully due to the injection of Federal ARPA dollars we are able to bring back a new and improved version of the green-tents. The new modular green-tent structures, previously awarded by City Council, require new concrete pads to secure the new units.

FISCAL IMPACT:

\$47,032

COMMUNITY IMPACT:

Visitors of Camp Dearborn will enjoy new camping options in 2025 with the installation of 10 new camping sites, restoring the family camping experience of having 6 people camping under one roof.

IMPLEMENTATION TIMELINE:

Work will begin upon issuance of the contract and permits.

COMPLIANCE/PERFORMANCE METRICS:

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for concrete pad installation for Hard-Sided Tents at Camp Dearborn

DATE: March 12, 2025

Budget Information

Projects:	I20925 – Camp Master Plan Projects
Total Approved Project Budget:	\$294,359
Available Project Budget:	\$286,859
Requested Amount:	47,032
Funding Source:	Facilities Fund, Recreation, Camp Dearborn, Public Works, Capital Project Support, Construction Contractor
Supplemental Budget:	N/A

Summary of Request

The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Prime Construction Co., for the installation of new concrete pads for the 10 hard sided tent structures at Camp Dearborn. It is respectfully requested that City Council authorize the award. The resulting contracts shall not be binding until fully executed. Immediate Effect Requested.

Background and Justification

In 2022 the green canvas-tent structures were demoed and removed from Camp Dearborn property due to safety reasons. Now thankfully due to the injection of Federal ARPA dollars we are able to bring back a new and improved version of the green-tents. The new modular green-tent structures, previously awarded by City Council, require updated concrete pads for them to be safely secured. The newly installed modular green-cabin structures sleep up to 6 people and will be installed this spring, along with the new electrical service, allowing visitors of Camp to rent and enjoy during the 2025 camping season.

Procurement Process

Purchasing solicited Bids with process details as follows:

Process:	Invitation to Bid
Issue Date:	February 24, 2025
Deadline Date:	March 12, 2025
Vendors Solicited:	962
Solicitations Obtained:	68
Bids Received:	7 (3 additional bids were received and disqualified)



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM


The bids were evaluated with the assistance of key staff from the Parks & Recreation Department, are shown in the following bid summary:

Concrete Pads for Tents	Bid Price
Prime Construction Co	\$47,032
Stafford Landscaping	\$49,990
Tomassi Cement Co	\$62,950
Cyrus Masonry	\$64,626
Olson Cement Work	\$76,750
Antonio's Concrete & Construction	\$72,000
Orzoco's Concrete	\$134,900

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

Signature Page

Prepared By:

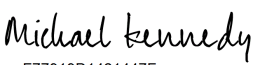
DocuSigned by:

 A06626461858403...
 Jay Andrews, Sr. Buyer, Purchasing


Department Approval:

DocuSigned by:

 0B249F0C7B4A4D3...
 Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:

 F77919D1421447F...
 Michael Kennedy, Finance Director/Treasurer

Signed by:

 5BD6A4DBA3C24D0...

Corporation Counsel Approval:

DocuSigned by:

 E7A573BA25E3460...
 Jeremy Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST:

- Award the construction engineering and inspection contract to the firm of Spalding DeDecker Associates, Inc. for the amount of \$93,257.28 for the Mercury Drive Resurfacing from Michigan to Hubbard project (Dearborn Job No. 2024-028 / MDOT Contract 24-5581).
- Approve the Michigan Department of Transportation (MDOT) standard Third-Party Agreement–Subconsultant Agreement between the City of Dearborn and Spalding DeDecker Associates, Inc. The executed Third-Party Agreement will be sent to MDOT for their approval by their board after which the City is eligible to receive reimbursement for the construction engineering and inspection services at 81.85%.

DEPARTMENT: Public Works & Facilities – Engineering Division, In Conjunction with Purchasing

BRIEF DESCRIPTION:

- Award of contract is recommended for construction engineering and inspection services to Spalding DeDecker Associates, Inc. which submitted the highest-rated proposal and has performed satisfactorily on previous contracts with the City.

PRIOR COUNCIL ACTION: 02-103-22 and 08-399-23

BACKGROUND:

- Mercury Drive is the City's major road that is eligible to receive Federal funding for the resurfacing.

FISCAL IMPACT:

- Approximately \$93,257.28 for construction engineering and inspection.

COMMUNITY IMPACT:

- Improved road conditions in the City.
- Better road surface without potholes.

IMPLEMENTATION TIMELINE:

- Construction to begin in June of 2025 and to be completed by August 29, 2025.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

- Immediate effect to execute and award contract to the selected contractor and allow for timely engineering and construction inspection for the project.

COMPLIANCE/PERFORMANCE METRICS:

- Construction Inspection and Construction Management will be performed by the firm of Spalding DeDecker Associates, Inc.

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

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Construction Engineering Services
DATE: March 11, 2025

Budget Information

Project:	Q74084: Mercury Drive Resurfacing from Michigan Avenue to Hubbard Drive (Job No. 2024-028)
Total Approved Project Budget:	\$156,922.00
Available Project Budget:	\$148,574.50
Requested Amount:	\$93,257.28
Funding Source:	Major Street & Trunkline, Architect/Engineering Services
Supplemental Budget:	N/A

Summary of Request

The Evaluation Team, on behalf of the Engineering Division, recommends the award of a contract for construction engineering and inspection services to Spalding DeDecker Associates, Inc. which submitted the highest-rated proposal and has performed satisfactorily on previous contracts with the City.

It is also requested that Council approve the Third-Party Agreement (subject to review by the Legal Department) and authorize the Mayor to execute the Agreement on behalf of the City for timely receipt of payments from MDOT. The resulting contracts shall not be binding until fully executed.

It is respectfully requested that Council authorize the award with immediate effect to allow for timely engineering and construction inspection for the project.

Background and Justification

The Resurfacing Mercury Drive from Michigan Avenue to Hubbard Drive (Job No. 2024-028) project was designed by City staff with MDOT bidding and administering the project. The construction engineering and inspection services for the project will be provided by City staff and its consultant Spalding DeDecker Associates, Inc. Because of other ongoing construction projects, the Engineering Division staff was unable to obtain the required training and certifications in advance and is also unable to provide construction engineering and inspection services for the project.

Approximately 82% of the construction cost will be paid through Federal aid. The remaining approximately 18% of the construction cost will be billed to the City by MDOT as progress payments.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

Purchasing solicited proposals with process details as follows:

Process: Request for Proposal

Issue Date: January 29, 2025

Deadline Date: February 19, 2025

Vendors Solicited: 859

Solicitations Obtained: 42

Proposals Received: 5

The evaluation process comprised understanding of service, qualifications of team, past performance, and quality assurance/quality control. The overall evaluation is as follows:

PROPOSER	TOTAL POINTS
Spalding DeDecker Associates, Inc.	95
Hennessey Engineers, Inc.	92
Baker & Associates	91
OHM	87
Benesh	86

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.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Evaluation Team:

DocuSigned by:
Soud EL-Jamaly
Soud EL-Jamaly, City Engineer

Signed by:
Majid Ismail
Majid Ismail, Assistant City Engineer

Signed by:
Mark Gaworecki
Mark Gaworecki, City Infrastructure Administrator

Signed by:
Michael Shooshanian
Michael Shooshanian, Public Services Administrator

Resources to Evaluation Team:

DocuSigned by:
Mark Rozinsky
Mark Rozinsky, Purchasing Manager

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

DocuSigned by:
Corey Jarocki
Corey Jarocki, Deputy Director Finance

Budget Approval:

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

Initial
MD

EVALUATION FORM

RFP-155987

Construction Engineering Services (2024-028)

		RESPONDENT									
		MAX POINTS	Hennessy Engineers	OHM	Baker & Associates	Spading Dedecker	Benesch	0	0	0	0
EVALUATION CRITERIA											
Understanding Of Service		30	28	27	29	29	27				
Qualifications of Team		30	26	27	27	28	27				
Past Performance		20	19	17	17	19	16				
Quality Assurance/Quality Control		20	19	16	18	19	16				
TOTAL		100	92	87	91	95	86				

Evaluator ID: Final Tally

Date: 03/10/2025

PROFESSIONAL SERVICES

- 1. INSURANCE REQUIREMENTS:** The CONSULTANT, at its own expense and in its own name, must provide and keep in force during the term of this Agreement or for the specified time period, whichever is later, the following types of insurance in not less than the amounts indicated below:
- a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b) **Endorsement - Additional Insured:** The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn".
 - c) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
 - d) **Endorsement - Other:** For the above General Liability and Workers Compensation insurance, the policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.
 - e) **Professional Liability Coverage:** Professional Liability (Errors and Omissions) coverage in an amount not less than \$1,000,000 per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.
As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT and the LOCAL AGENCY certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT and the LOCAL AGENCY prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT and the LOCAL AGENCY. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.
 - f) **Automobile Liability Coverage:** If performance of this Contract requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
 - g) **Cancellation Clause:** Cancellation clause shall state not less than thirty (30) days.

The demanded coverage that is to be afforded by the CONSULTANT shall be primary and non-contributory in relationship to any and all insurance or self-administered SIR maintained and/or controlled by the City of Dearborn and its budgeted subdivisions.

The City of Dearborn reserves the right to require complete, certified copies of all required insurance policies at any time.

SUBCONTRACT NO. 24-5581/S1
CONTROL SECTION NO. 82000
JOB NO. 217076

THIRD PARTY AGREEMENT

CONSTRUCTION ENGINEERING SERVICES
LOCAL AGENCY CONTRACT

THIS CONTRACT, made and entered into as of this date, _____ by and between Spalding DeDecker Associates, Inc., 905 South Blvd East, Rochester Hills, MI 48307 hereinafter referred to as the "CONSULTANT," and the City of Dearborn, 16901 Michigan Ave, Dearborn, MI 48126, hereinafter referred to as the "LOCAL AGENCY."

WITNESSETH:

WHEREAS, the LOCAL AGENCY is planning to perform roadway resurfacing on Lonyo Road from W Warren Ave to South City Limit, STU Project within its limits; and

WHEREAS, the LOCAL AGENCY has assigned Soud El-Jamaly, City Engineer to be the designated full-time public employee to be in Responsible Charge in accordance with 23 CFR 172.9 (d).

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain construction engineering and inspection services and other related work, said work to be hereinafter referred to as the "SERVICES," required in connection with the construction of the following Mercury Drive Improvements, said improvements to be hereinafter referred to as the "PROJECT:"

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 in the city of Dearborn, Wayne County, Michigan.

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "MDOT," for the use of STU administered by the United States DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA;" and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications-based selection (QBS) process, as applicable; and CONSULTANT performance evaluations will be completed, as defined in Exhibit D.

WHEREAS, the terms and conditions of the PRIME CONTRACT between the MDOT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this SUBCONTRACT to ensure that if any discrepancies occur between the PRIME CONTRACT and SUBCONTRACT, the PRIME CONTRACT shall prevail; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT will:

1. Perform the work set forth in Exhibit A, dated January 29, 2025, attached hereto and made a part hereof (SERVICES). The LOCAL AGENCY specifically agrees that it will not perform SERVICES that are not included in the scope of SERVICES in Exhibit A.
2. Perform all SERVICES by the applicable codes, laws, and standards of the LOCAL AGENCY and the MDOT and the FHWA.
3. During the performance of the SERVICES herein provided for, be responsible for any loss or damage to the documents, owned by the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANTS expense.
4. Furnish qualified personnel, as per 23 CFR Part 172, to assist the PROJECT Engineer/Supervisor in solving problems, when so requested.
5. Attend conferences and make such trips as necessary to the LOCAL AGENCY'S offices and to the site of the work to confer with representative of the LOCAL AGENCY and the MDOT or the FHWA as may be necessary in the carrying out of the work under THIS CONTRACT.
6. Provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to THIS CONTRACT against any and all claims that may arise out of the LOCAL AGENCY'S operation hereunder. In addition, provide professional liability insurance, as further defined in Exhibit B, attached hereto and made a part hereof.
7. Commence work on the PROJECT as set forth in and following execution of THIS CONTRACT only upon receipt of written notice from the PROJECT Engineer/Supervisor.
8. Submit billings to the LOCAL AGENCY as set forth in Section 17.

9. Perform all PROJECT work under the direction of the PROJECT Engineer who will be assigned by the LOCAL AGENCY as provided in Section 14.
10. Provide such reports and maintain such records of the PROJECT as are required to document the work to the satisfaction of the PROJECT Engineer, the LOCAL AGENCY, the MDOT, and the FHWA.
11. Permit the LOCAL AGENCY, the MDOT, the FHWA, and other public agencies interested in the plans and designs for the PROJECT to have full access thereto during the progress of the SERVICES being performed thereon.
12. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.
13. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and MDOT, FHWA, U.S. DEPARTMENT OF Transportation's Inspector General, and the Controller General of the United States to audit and inspect its PROJECT books and records at any reasonable time.
 - a. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under THIS CONTRACT.
 - b. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT 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.
 - c. In the event of a dispute with regard to the allowable expenses or any other issue under THIS CONTRACT, the CONSULTANT 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.
 - d. If any part of the work is subcontracted, the conditions for the responsibilities of the CONSULTANT apply to the CONSULTANT and their SUBCONSULTANTS (or affiliates).

The LOCAL AGENCY shall:

14. Assign a PROJECT Engineer/Supervisor in responsible charge of the PROJECT.
15. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in THIS CONTRACT, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed one hundred fifty-eight thousand six hundred seventy-three dollars and thirty-three cents (\$158,673.33). The fixed fee (profit) shall be the amount of fifteen thousand six hundred seventy-four dollars and two cents (\$15,674.02), which amount is included in the total amount of one hundred fifty-eight thousand six hundred seventy-three dollars and thirty-three cents (\$158,673.33) as shown in Exhibit "A," and "Attachment D" attached hereto and made part hereof.
16. Pay for actual costs for SERVICES. Work required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, and Part 31.
 - a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES work. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
 - b. Direct Costs: Actual costs of materials and SERVICES, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals and shall be supported by proper receipts.

Overhead (Indirect Costs): For A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the PROJECT work shall be computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, see Attachment C. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs, which because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. If a certified overhead rate, attachment C, has not been established, a provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit A. Use the provisional overhead rate until the actual overhead rate has been determined.

- c. Non MDOT Pre-Qualified CONSULTANT:
It is agreed that the use of the provisional overhead rate set forth in Exhibit A sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected in the first billing submitted subsequent to the CONSULTANT'S calculations of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of THIS CONTRACT or at such time as THIS CONTRACT is terminated, will verify the propriety of reporting overhead.

MDOT Pre-Qualified CONSULTANT:

When work occasioned at the LOCAL AGENCY'S request is contracted with the CONSULTANT to perform the SERVICES, the actual overhead costs incurred by the CONSULTANT at the MDOT-accepted rate during work, computed as set forth in 48 CFR, Federal Acquisition Regulations, Part 31, The amount of overhead payment, including payroll overhead, will be calculated as applied rates to direct labor costs. Overhead costs will include those costs that, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. The MDOT-accepted overhead rate is not subject to adjustment for overhead costs, but the LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Contract LOCAL AGENCY Work:

When work occasioned at the LOCAL AGENCY'S request is contracted with another LOCAL AGENCY to perform the SERVICES, the actual overhead costs incurred by the LOCAL AGENCY shall be computed as set forth in 2 CFR 200.414. The LOCAL AGENCY must submit a 2 CFR 200.414 compliant overhead (indirect) cost rate proposal/plan to MDOT, prior to claiming any overhead (indirect) costs. The LOCAL AGENCY and MDOT retains the right to audit the records of the CONSULTANT at any reasonable time.

Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR Part 31, and/or 2 CFR 200Subpart E-Cost Principles as applicable, is incorporated herein by reference as if the same were repeated in full herein.

- d. Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal, included in the Scope of Services for this work (Exhibit A).
- e. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- f. Fixes Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event THIS CONTRACT is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 30.

- g. SUBCONSULTANT Costs: Actual costs of SUBCONSULTANTS performing SERVICES under THIS CONTRACT. Amounts for fixed fees paid by the CONSULTANT to the SUBCONSULTANT will not be considered an actual cost of the CONSULTANT but will be considered a part of the fixed fee of the CONSULTANT.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee. The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.
- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only one a month.
- c. Final billing under THIS CONTRACT shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the MDOT and the FHWA.

In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 90 days of the date of the invoice.

It is further agreed that:

- 18. Upon completion or termination of THIS CONTRACT, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE, shall become property of the LOCAL AGENCY.
- 19. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent for the LOCAL AGENCY and approval by MDOT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of THIS CONTRACT.
- 20. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S PROJECT Engineer/Supervisor.

All questions as to the satisfactory and acceptable fulfillment of the terms of THIS CONTRACT shall be decided by the LOCAL AGENCY.

21. This agreement is to be governed by the laws of the State of Michigan. All disputes between the LOCAL AGENCY and CONSULTANT shall be resolved per the Dispute Resolution in Appendix C.
22. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the MDOT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to THIS CONTRACT.
23. The CONSULTANT and the LOCAL AGENCY specifically agree that in the event problems arise that may be the result of errors and/or omissions by the CONSULTANT or due to a failure of the CONSULTANT to otherwise perform in accordance with THIS CONTRACT, the CONSULTANT will be held responsible with no cost to the LOCAL AGENCY or in accordance with Dispute Resolution in Appendix C.
24. In addition, the CONSULTANT shall comply with, and shall require any CONTRACTOR or SUBCONTRACTOR to comply with, the following:
 - a. In connection with the performance of the PROJECT under THIS CONTRACT, the CONSULTANT (hereinafter in Appendix "A" referred to as the "CONTRACTOR") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix "A," attached hereto and made a part hereof and will require a similar covenant on the part of any CONTRACTOR or SUBCONTRACTOR employed in the performance of THIS CONTRACT.
 - b. During the performance of THIS CONTRACT, the CONSULTANT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "CONTRACTOR"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the DEPARTMENT of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to THIS CONTRACT.
 - c. The parties hereto further agree that they accept the MDOT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, being an excerpt from Title 42 C.F.R. Part 23, more specifically 23.43(a) (1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT to solicit or secure THIS CONTRACT and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the CONSULTANT any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of THIS CONTRACT. For breach or violation of this warranty, the LOCAL AGENCY will have the right to annul THIS CONTRACT without liability or, at its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
26. The CONSULTANT specifically agrees that in the performance of the SERVICES herein enumerated, by itself, by an approved SUBCONTRACTOR, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into the performance of THIS CONTRACT.
27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in THIS CONTRACT, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to THIS CONTRACT subject to prior approval by the MDOT.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT, as determined by the LOCAL AGENCY, the CONSULTANT may be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties. However, that permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date through which the time of completion may have been extended, will in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in THIS CONTRACT, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such

extra compensation shall be provided only by amendment to THIS CONTRACT with approval of the MDOT and the FHWA.

29. In addition to the protection afforded by any policy of insurance, the CONSULTANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, the FHWA, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the CONSULTANT in connection with the CONSULTANT'S performance of the SERVICES; and
- b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the CONSULTANT'S performance of the SERVICES under THIS CONTRACT unless the CONSULTANT proves that notwithstanding the error or omission, the CONSULTANT met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the CONSULTANT proves occurred despite its compliance with generally accepted standards of care, the CONSULTANT will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the CONSULTANT for which the CONSULTANT is otherwise liable under this subparagraph.

LOCAL AGENCY will not be subject to any obligations or liabilities by CONTRACTORS of the CONSULTANT or their SUBCONTRACTORS or any other person not a party to THIS CONTRACT without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the CONSULTANT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under THIS CONTRACT that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable. In the event that the same occurs, it will be considered as a breach of THIS CONTRACT, thereby giving the State of Michigan, the Michigan State Transportation Commission, LOCAL AGENCY, and/or the FHWA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

30. LOCAL AGENCY may terminate THIS CONTRACT and/or any AUTHORIZATION(S) under THIS CONTRACT for convenience or cause, as set forth below, before the SERVICES are completed. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed in accordance with the following:

a. Termination for Convenience:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for all costs incurred up to the termination date set forth in the notice of termination. Such reimbursement will be as set forth in Sections 16 and 17. The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

b. Termination for Cause:

The LOCAL AGENCY may terminate this CONTRACT whenever the CONSULTANT causes any of the following events to occur: fails to complete any of the SERVICES in a manner satisfactory to LOCAL AGENCY, and/or discloses LOCAL AGENCY'S confidential information, and/or replaces any Key People without prior written approval from LOCAL AGENCY, and/or fails to find an acceptable replacement to the Project Team within thirty (30) days, (or within the extension of time granted by LOCAL AGENCY, if any), and/or makes any public relations communications, (and/or products) that are intended for external audience without prior written approval from the LOCAL AGENCY.

AUTHORIZATION(S) pursuant to THIS CONTRACT for cause. Written notice of termination will be sent to the CONSULTANT. The CONSULTANT will be reimbursed as follows:

FOR COSTS TO BE REIMBURSED ON AN ACTUAL COST PLUS FIXED FEE BASIS: The CONSULTANT will be reimbursed for SERVICES completed up to receipt of the notice of termination. LOCAL AGENCY may pay a proportionate share for a partially completed work product. The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY, as determined by LOCAL AGENCY. Such actual costs will be as set forth in Section 16.

The CONSULTANT will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete, as determined by LOCAL AGENCY. LOCAL AGENCY will receive the work product produced by the CONSULTANT under THIS CONTRACT up to the time of termination, prior to the CONSULTANT being reimbursed. In no case will the compensation paid to the CONSULTANT for partial completion of the SERVICES exceed the amount the CONSULTANT would have received had the SERVICES been completed.

The value of such partially completed work product will be determined by LOCAL AGENCY based on actual costs incurred up to the estimated value of the work product received by LOCAL AGENCY as determined by LOCAL AGENCY.

In the event that termination by LOCAL AGENCY is necessitated by any wrongful breach, failure, default, or omission by the CONSULTANT, LOCAL AGENCY will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the CONSULTANT under THIS CONTRACT, as well as any other existing or future contracts between the CONSULTANT and LOCAL AGENCY, for any and all damages and costs incurred or sustained by LOCAL AGENCY as a result of its termination of THIS CONTRACT due to the wrongful breach, failure, default, or omission by the CONSULTANT.

In the event of termination of THIS CONTRACT and/or any AUTHORIZATION(S), LOCAL AGENCY may procure the professional SERVICES from other sources and hold the CONSULTANT responsible for any damages or excess costs occasioned thereby.

In the event that the CONSULTANT disagrees with LOCAL AGENCY regarding a determination of the completeness or value of SERVICES performed or the amount of reimbursement for which the CONSULTANT is eligible under the provisions of this section, the CONSULTANT may invoke the dispute process defined in Exhibit C.

31. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of THIS CONTRACT as Attachment A is Appendix A of 49 CFR Part 29 and applies to the CONSULTANT (referred to in Appendix A as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all SUBCONTRACTORS under THIS CONTRACT by inserting the following paragraph in all subcontracts:

"The SUBCONTRACTOR'S signature on THIS CONTRACT constitutes the SUBCONTRACTOR'S certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of THIS CONTRACT as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all SUBCONTRACTORS, testing laboratories and other lower tier participants with whom the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in THIS CONTRACT.

32. The CONSULTANT'S signature on THIS CONTRACT constitutes the CONSULTANT'S certification that to the best of his or her knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, removal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The CONSULTANT will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

33. The CONSULTANT agrees to pay each SUBCONTRACTOR for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the CONSULTANT receives from MDOT. This requirement is also applicable to all sub-tier SUBCONTRACTORS and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a SUBCONTRACTOR against MDOT. This provision applies to both DBE and non-DBE SUBCONTRACTORS.

The CONSULTANT further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE SUBCONTRACTOR payments to MDOT semi-annually in the format set forth in Appendix G, dated July 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

34. The CONSULTANT agrees that the costs reported to LOCAL AGENCY for THIS CONTRACT will represent only those items that are properly chargeable in accordance with THIS CONTRACT. The CONSULTANT 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.

The following exhibits, appendices, and attachments are included on page 14 of THIS CONTRACT, IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duty authorized agents and representative the day and year first above written.

Spalding DeDecker Associates, Inc.

By:

Signature,

Name and TITLE: Ted Meadows, Vice President

City of Dearborn

By:

Signature,

Abdullah H. Hammoud, Mayor

List of Exhibits/Appendixes/Attachments

Exhibit A – Scope of Services and City of Dearborn Contract with Spalding DeDecker Associates, Inc.

Exhibit B – Professional Liability Insurance

Exhibit C – The Dispute Resolution Process

Exhibit D – Consultant Performance Evaluations

Appendix A – Prohibition of Discrimination in State Contracts

Appendix B – TITLE VI Assurance

Appendix C – Assurances that Recipients and Contractors Must Make

Appendix D – Local Consultant Conflict of Interest

Appendix E – Public Relations Communications, and Use of Project Information for External Audiences

Appendix G – Prime Consultant State of DBE Sub-Consultant Payments

Attachment A – Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

Attachment B – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusions-Lower Tier Covered Transactions

Attachment C – Transportation Certification of Indirect Rate

Attachment D - Derivation of Consultant Costs Sheet

Attachment E - Certificate of Indirect (Overhead) Rate- MDOT Form 5108L.

**EXHIBIT A (INCLUDES ATTACHMENTS A1
AND A2)**

**Scope of Services and City of Dearborn Contract
with Spalding DeDecker Associates, Inc.**

The CONSULTANT shall provide the following services relating to the PROJECT in accordance with the attached "Request for Proposal (RFP)":

1. Assign a construction engineer and qualified inspection personnel who will be responsible to the Project Engineer at the PROJECT site during the construction of the PROJECT in order to perform required inspection services to assure compliance with approved contract plans and specifications, and perform the day to day activities of the PROJECT.
2. Perform office technician services for the PROJECT.
3. Such additional engineering and inspection services as may be required by the PROJECT Engineer for satisfactory completion of the PROJECT.
4. Payment for the services will be based on the hourly price, Overhead rate, Facility Capital Cost of Money rate and Fixed fee profit rate as listed in the attached "Attachment- D Derivation of Consultant Costs".

EXHIBIT B

PROFESSIONAL LIABILITY INSURANCE

June 27, 1996

The CONSULTANT specifically agrees to maintain professional liability insurance for protection from claims arising out of the performance of SERVICES under THIS CONTRACT.

This insurance will be maintained in an amount not less than One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such insurance will be in effect for the life of THIS CONTRACT and for the period through the construction and DEPARTMENT acceptance of such construction, resulting from the SERVICES provided by THIS CONTRACT, whichever is later.

As evidence of said coverage, the CONSULTANT will submit to the DEPARTMENT certificates of insurance. All required insurance will be in effect and all documents required by this section will be submitted to the DEPARTMENT prior to the commencement of the SERVICES. All such approvals will include a provision for a cancellation notice of not less than thirty (30) days, directed to the DEPARTMENT. The CONSULTANT specifically agrees to immediately provide written notification of any change to its professional liability insurance coverage.

EXHIBIT C

THE DISPUTE RESOLUTION PROCESS November, 2015

BACKGROUND

During the design and construction phases of projects, there are quality assurance and quality assessment procedures required of CONSULTANTS and the LOCAL AGENCY that are intended to minimize the occurrence of errors and/or omissions. Even so, there are often valid changes required during construction in order to complete the project. These changes may or may not be the result of the Design or Construction Engineering Consultant's errors or omissions.

Some of the changes may be due to errors and/or omissions in the Design Plans or Construction Engineering Services resulting in cost increases to the project or degradation of quality of the road project. When changes to a project result in errors or omissions and cause additional costs or reduction in quality, an assessment must be made to determine the extent of the Design and/or Construction Engineering consultant's responsibility for the errors and/or omissions, including the CONSULTANT'S share of the additional costs.

LOCAL AGENCY personnel must keep in mind that Design Plans and Construction Engineering Services will normally contain minor deficiencies that do not materially (*an issue is considered material when the perceived cost of the error and/or omission is greater than the administrative cost of the dispute resolution process*) affect the cost or quality of the project. The steps to assign responsibility are intended to be used in those cases where LOCAL AGENCY personnel have reason to believe that, in their professional judgment, a Design and/or Construction Engineering CONSULTANT did not adhere to recognized professional standards of care in the performance of its duties, resulting in substantial additional costs to the LOCAL AGENCY.

It is also important to understand that the cost of correcting an error and/or omission should be compared to the estimated first-time cost that would have been incurred had the services or contract documents been correct to begin with. For example, the omission of a pay item that has to be added during construction will cause an increase in the construction cost, but the cost would have been higher had the pay item been included from the beginning. In this case, the cost of the omission depends on how much more it costs to include the item during construction than it would have cost had the item been included when the project was bid. This is known as premium cost. Premium costs are the additional cost of a contract that would not have been incurred if the work had been included in the original contract. More specifically, premium costs are dollar amounts paid for non-value added work. Delays, inefficiencies, rework, or extra work as shown below, other than those caused by the CONTRACTOR or his or her SUBCONTRACTORS or suppliers, will be considered as non-value added work. Non-value added work can occur in three distinct situations.

- Work delays or inefficiencies. The premium costs are the total delay/ inefficiencies damages paid to the CONTRACTOR.
- Rework. The premium costs are the dollar amounts paid for the original items of work that have to be removed plus the costs to remove these items.
- Extra work. The premium costs are the net difference between the final, agreed-upon price paid to the CONTRACTOR and the Engineer's Estimate i.e., what the cost would have been had the extra work been included in the original bid at letting.

Premium costs associated with Errors and Omissions shall be Federal-aid Non-Participating.

Another example is improper or missing testing documentation. In this case, the cost of the omission depends on whether or not the Federal Aid or State participation will remain as the quality of the construction may not be able to be determined and was affected by the missing or improper acceptance documentation to support payment.

THE PROCESS – OVERVIEW

PROJECTS will be built as designed and let. Furthermore, field staff will not revise the design for purposes of enhancement or personal choice. In the event the PROJECT cannot be practically built or let as designed, due to omissions or errors, then the steps of this procedure will govern.

There are three (3) possible categories of potential errors, omissions, or questions of a material nature.

Category 1 – Design Issues The first category is when potential errors, omissions, or questions of a material nature are related to the Design Plans only. These events will be referred to as “Design Issues” until such time as the cause, effect, and responsibility have been determined. *[Any issue is material when the cost of the error and/or omission is perceived to be greater than the administrative cost of the dispute resolution process.]*

Category 2 – Design/Construction Engineering Issues The second category is when it cannot be determined whether the potential errors, omissions, or questions of a material nature are encountered in the Construction Engineering Services or in the Design Plans. These events will be referred to as “Construction Engineering/Design Issues” until such time as the cause, effect, and responsibility have been determined.

Category 3 – Construction Engineering Issues The third category is when the potential errors, omissions, or questions of a material nature are encountered in Construction Engineering Services and not related to the Design Plans. These events will be referred to as “Construction Engineering Issues” until such time as the cause, effect, and responsibility have been determined.

In the event that the **MDOT TSC Construction Engineer** decides that the Design and/or Construction Engineering Issue are not material, the Local Agency Project Supervisor will proceed unilaterally. A copy of the Design Issue decision, changes, and/or other relevant documents must be sent immediately to the **LOCAL AGENCY**, and the Construction Engineering CONSULTANT, if applicable. Typically, this will be an e-mail of the work order. The LOCAL AGENCY will forward these decisions, changes, and/or other documents to the Design Consultant. This step is important for two reasons. First, the Design CONSULTANT, and/or the **LOCAL AGENCY** will have an opportunity to review the change and take action if they disagree. Second, this will give an opportunity for everyone to learn of the deficiencies in order to improve the product in the future.

In the event that the **MDOT TSC Construction Engineer** is uncertain regarding the designer’s intent, he/she must contact the **LOCAL AGENCY** to determine the intent. The **LOCAL AGENCY** will contact the CONSULTANT staff when appropriate.

The process will initially focus on solving the problem with the objective of minimizing the impact on construction. After that, the process will focus on responsibility according to the multi-step procedure that follows. The step of determining responsibility must be taken any time the Design and/or Construction Engineering CONSULTANT is brought into the process and incurs costs. These steps must also be taken any time errors and/or omissions in consultant prepared Design Plans or Construction Engineering Services result in increased cost during construction or decrease in the quality of the project.

The determination of the degree of responsibility for substandard work must include a review of the CONSULTANT'S scope of work, the standards in effect when the work was done, design information provided to the CONSULTANT, and directions provided by the LOCAL AGENCY. In making this determination, the LOCAL AGENCY must discuss the error and/or omission with the CONSULTANT and any involved LOCAL AGENCY personnel to obtain all information and points of view. The LOCAL AGENCY is to make a record of conversations and other documentation that support whatever determination is made and then place copies of those records in the project files. Separate budgets will be created for payment to Design and Construction Engineering CONSULTANTS for their correction of Design or Construction Engineering Issues that are judged not to be their responsibility and for changes by the LOCAL AGENCY for their activities during this process.

PROCESS – DISPUTE RESOLUTION

For levels one and two of these proceedings, the first focus should be on resolving the Design or Construction Engineering Issue in order to minimize the impact on construction. The LOCAL AGENCY and the consultant will attempt to jointly determine the solution. In the event that such agreement cannot be reached, the LOCAL AGENCY alone will decide on the appropriate solution. In the event that the Design and/or Construction Engineering CONSULTANT do not agree with any of these decisions, it may appeal its financial responsibility to the next level. After the Design or Construction Engineering Issue is resolved, the focus shifts to responsibility and financial implications. All decisions must be completely agreed upon by the representatives of the LOCAL AGENCY.

Level 1 – Omissions and Errors Identification and Correction

Step A – Notify the Design or Construction Engineering CONSULTANT of the first notice of the issue in either design or construction.

Step B – The LOCAL AGENCY and CONSULTANT personnel will collaborate on the safest, cost efficient solution to construct the project within the character of the scope of work. If consensus cannot be reached the LOCAL AGENCY is then charged with determining the appropriate resolution to the issue to get the project back under design or construction. This issue resolution should be discussed with the MDOT TSC Construction Engineer with regards to appropriateness and potential project financial participation implications prior to any final decisions being made.

Step C – Issue Work Order/Contract Modification that resolves issue so that design or construction work may continue. Processes for contract modifications will follow those

set forth in the MDOT Construction Manual or other guidance documents pertaining to revisions to the contract.

Level 2 – Cost Responsibility Determination

Step A – Mutually determine, between the LOCAL AGENCY and the CONSULTANT, if the issue was caused by a plan error or omission.

If it is determined that a plan error created the issue, the financial responsibility for the correction and associated design and construction costs will be borne 100% by the CONSULTANT.

If it is determined that an omission created the issue, only the premium cost above what the LOCAL AGENCY would have expected to pay, if the work was included in the original bid construction documents, will be borne by the CONSULTANT.

Step B – If the CONSULTANT disagrees with the determination in Step 2 A, then the disputed items are sent to the mutually agreed upon review PANEL for a recommendation of cost responsibility. The LOCAL AGENCY will facilitate the development of the members of the review PANEL.

The LOCAL AGENCY and the CONSULTANT will each select a member of their choosing, the two selected members will then mutually agree to select one more member. The review PANEL will be made up of three members. The LOCAL AGENCY will then notify, a PANEL of impartial and non-interested individuals to mediate a resolution to the issue. The cost for the PANEL members should be shared between the LOCAL AGENCY and the CONSULTANT. Example participants could be members ACEC, CRA, MML, etc. The PANEL will guide the LOCAL AGENCY and the CONSULTANT toward an agreement. The staff from MDOT may also be present as observers. At such time as the PANEL determines that the LOCAL AGENCY and the CONSULTANT are not making reasonable progress toward resolving one or more issues, the PANEL will render a non-binding written decision of those issues. In the event the non-binding written decision is not acceptable to either party, then other legal remedies may be sought.

Level 3 – Cost Recovery or Payment

Upon the conclusion of the level 2 process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

Cost Recovery The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant’s determined share of responsibility; or

Payment The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

Upon the conclusion of this process, the LOCAL AGENCY will do one of the following in accordance with the results of this process:

- a. The LOCAL AGENCY will prepare a billing to the Design or Construction Engineering Consultant for its share of the costs incurred for work performed during this process plus its share of any increased costs of construction, in accordance with the Design Consultant's determined share of responsibility; or
- b. The LOCAL AGENCY will prepare a payment to the Design or Construction Engineering Consultant for a share of its costs incurred for work performed during this process in accordance with its determined share of responsibility.

EXHIBIT D

CONSULTANT PERFORMANCE EVALUATIONS

May 20, 2015

The purpose of the Consultant Performance Evaluation process is to: provide CONSULTANTS documented feedback of their performance on local federal-aid projects; promote project management/consultant communication; identify and document areas of potential improvements of CONSULTANT performance, improve the overall quality of local projects, and to obtain ratings for use in future project selections.

The performance evaluation process is required for all types of CONSULTANT services utilizing federal-aid. An evaluation must be prepared for the prime vendor, as well as separate evaluations for each sub-vendor. Evaluations of both prime and SUB-CONSULTANTS are critical because their evaluation scores affect future selection scoring and ranking. The performance evaluation should include, but not be limited to, an assessment of timely completion of work, adherence to contract scope and budget, and the quality of the work conducted.

The LOCAL AGENCY specifically agrees to complete and maintain CONSULTANT performance evaluations at the end of THIS CONTRACT and submit them to MDOT before the final reimbursement will be processed in LARS.

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.
 - 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

Assurances that Recipients and CONTRACTORs Must Make

(Excerpts from US DOT Regulation 49 CFR § 26.13)

1. 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.).

2. 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.

(Revised October 1, 2005)

APPENDIX D

LOCAL CONSULTANT CONFLICT OF INTEREST

The CONSULTANT and its Affiliates agree not to have any public or private interest, and shall not acquire directly or indirectly any such interest in connection with the project, that would conflict or appear to conflict in any manner with the performance of SERVICES under THIS CONTRACT. "Affiliate" means a corporate entity linked to the CONSULTANT through common ownership. The CONSULTANT and its Affiliates agree not to provide any services to a construction CONTRACTOR or any entity that may have an adversarial interest in a project for which it has provided services to the MDOT OR LOCAL AGENCY. The CONSULTANT and its Affiliates agree to disclose to the LOCAL AGENCY and the MDOT all other interests that the prime or SUBCONSULTANT have or contemplate having during each phase of the project. The phases of the PROJECT include, but are not limited to, planning, scoping, early preliminary engineering, design engineering, real estate acquisition, and construction engineering. In all situations, the MDOT will decide if a conflict of interest exists. If the MDOT concludes that a conflict of interest exists, it will inform the LOCAL AGENCY and CONSULTANT and its Affiliates. If the CONSULTANT and its Affiliates choose to retain the interest constituting the conflict, the MDOT may require the LOCAL AGENCY to terminate the Contract for cause if a conflict of interest finding is upheld.

Appendix E

Public Relations Communications and Use of Project Information for External Audiences

Any public relations communications and/or products pertaining to this CONTRACT or the SERVICES hereunder that are intended for an external audience will not be made without prior written approval from LOCAL AGENCY, and then only in accordance with explicit instructions from LOCAL AGENCY. Examples of public relations communications and/or products may include the following:

Use of the LOCAL AGENCY logo;

Brochures, flyers, invitations, programs, or any other printed materials intended for external audiences;

Posting on social media sites or web sites;

New or updated video, digital versatile disk (DVD) or video sharing productions;

Exhibits or presentations.

A violation of this provision will be considered a breach of this CONTRACT, and LOCAL AGENCY may terminate this CONTRACT under provisions of Section 30(b).

Appendix G

Prime Consultant State of DBE Sub-Consultant Payments

ATTACHMENT A

(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the DEPARTMENT or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEPARTMENT or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DEPARTMENT or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the DEPARTMENT or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal DEPARTMENT or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER
TIER COVERED TRANSACTIONS**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DEPARTMENT or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DEPARTMENT or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DEPARTMENT, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-
- Lower
Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal DEPARTMENT or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.] March 9, 1989

Derivation of Consultant Costs				
Client Name: City of Dearborn	PO#	Mercury Drive		
	Project Description:	This project consists of Hot Mix Asphalt Resurfacing of approximately 0.53 miles of Mercury Dr from Michigan Ave to Hubbard Dr within the corporate limit of the City of Dearborn.		
Consultant Name: Spalding DeDecker	Project Number:	2024-028 - MDOT JN 217076		
Direct Labor				
Description	UofM	Unit Price	Estimated Hours	Extended Price
Project Engineer/Manager	Hour	\$ 57.70	100	\$5,770
Construction Technician III	Hour	\$ 38.00	400	\$15,200
Office Technician	Hour	\$ 35.25	200	\$7,050
Total Direct Labor				\$28,020
Overhead				
Overhead (Total Direct Labor x Overhead Rate)	Rate:	197.40%	Total Overhead	\$55,311.48
Facilities Capital Cost of Money				
Facilities Capital Cost of Money (FCCM) (Total Labor x FCCM Rate)	Rate:	2.71%	Total FCCM	\$759.34
Profit				
Fixed Fee for Profit (Total Labor + Total Overhead) x	Rate:	11%	Total Fixed Fee	\$9,166.46
Total Cost Summary				\$93,257.28

Michigan Department
Of Transportation
5108L (01/11)

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S):
CS 82457 MDOT JN 217076 Dearborn 2024-028

CONTRACT / AUTHORIZATION NUMBER:

LOCAL AGENCY:
City of Dearborn

PROJECT DESCRIPTION:

This project consists of Hot Mix Asphalt Resurfacing of approximately 0.53 miles of Mercury Dr from Michigan Ave to Hubbard Dr within the corporate limit of the City of Dearborn.

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:

197.40%

**DATE OF INDIRECT (OVERHEAD) COST RATE
DETERMINATION (mm/dd/yyyy):**

07/19/2024

FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy): 08/01/2024

to 07/31/2025

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE

☒ Prime

☐ Tier 1 Sub

☐ Tier 2 Sub

LEGAL BUSINESS NAME:

Spalding DeDecker Associates, Inc.

FEDERAL ID NUMBER (Must match prequalification file): 38-159 8901

COMPANY ADDRESS:

905 South Blvd East

CITY:

Rochester Hills

STATE:

MI

ZIP CODE:

48307

EMAIL ADDRESS:

cdedecker@sda-eng.com

PHONE NO.:

(248) 844-5400

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title):

Catherine M. DeDecker

SIGNATURE OF CERTIFYING OFFICIAL:





LAW

EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 25-1838

CITY CLERK, DEARBORN MI
2025 FEB 18 AM 8:35

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

DEPARTMENT: Law

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.

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.

FISCAL IMPACT:

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

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.

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

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

Respectfully submitted,

Gopi P. Patel

GOPI P. PATEL

Assistant Corporation Counsel

APPROVAL:

Jeremy J. Romer

JEREMY J. ROMER

Corporation Counsel

ORDINANCE NO. 25- 1838

**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.