



COMMITTEE OF THE WHOLE

May 1, 2025

AGENDA

1. PUBLIC COMMENT
2. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous special (closed) meeting of April 14, 2025.
3. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous regular meeting of April 22, 2025.
4. PUBLIC WORKS & FACILITIES – Recommending –
ORDINANCE NO. 25-1841 – IN NEED OF INTRODUCTION.
SYNOPSIS – “An Ordinance to Amend the Water and Sewers Chapter (Chapter 19) of the Code of Ordinance of the City of Dearborn by amending Article I Entitled ‘In General’, for rates effective July 1, 2025.
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.
5. CORPORATION COUNSEL – Recommending –
ORDINANCE NO. 25-1842 – IN NEED OF INTRODUCTION.
SYNOPSIS – “An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by amending VIIA, Entitled ‘Food Trucks’.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.
6. CORPORATION COUNSEL – Recommending –
ORDINANCE NO. 25-1843 – IN NEED OF INTRODUCTION.
SYNOPSIS – “An Ordinance to Amend the Administration Chapter (Chapter 2) of the Code of Ordinances of the City of Dearborn by amending Article VII, Entitled ‘Administrative Fees’.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.

7. ECONOMIC DEVELOPMENT – Requesting to approve the second amendment to the lease agreement with Flex Holdings, LLC, by extending the term for one (1) additional five-year period, valid June 1, 2025 to May 31, 2030, to continue to utilize 650 sq. ft. of the West Dearborn Pocket Park directly adjacent to the business located at 22062 Michigan Ave., as an outdoor seating area for its patrons, subject to certain stipulations and requesting immediate effect.
8. ECONOMIC DEVELOPMENT – Requesting to authorize the use and closure of West Village Drive, between the East and West parking structures, adjacent to Peace Park West, and closure of the basement levels of both East and West parking decks in the WDDDA from 7:00 a.m. – 10:00 p.m. for the 2025 Dearborn Summer Market, taking place on select Fridays from June 13, 2025 through August 22, 2025; also requesting a noise Ordinance waiver during the Dearborn Summer Market event dates and during the EDDDA Downtown Dearborn Movie Nights in Peace Park East on June 26th, July 24th, and August 21, 2025 and any rescheduled dates throughout the season and requesting immediate effect.
9. PURCHASING – Requesting to approve a Statement of Qualifications (SOL) list of qualified vendors to perform Front Step Porch Replacement, for the term of five-years, in an amount not expected to exceed \$160,000; also requesting that Michigan General Contractors, Olson Cement, and Top Hat Masonry be added to the SOL list as sole contractors to be competitively solicited for related services and requesting immediate effect. (46-3)
10. PURCHASING – Requesting to award a contract to Applied Science, Inc., highest-rated proposal, in the amount of \$686,143 for Design and Construction Services for the Colson Palmer 12-Foot Storm Tunnel Rehab Project (Dearborn Job No. 2025-019) and requesting immediate effect. (67-2)
11. PURCHASING – Requesting to award a one-year contract, with one (1) one-year renewal option available, to Eminent Contracting, LLC, lowest responsive and responsible bid, in the amount of \$3,115,985 for Street, Alley, and Sidewalk Replacement – 2025 (Dearborn Job No. 2025-021); also requesting that the City Engineer be authorized to execute all change orders or modifications and requesting immediate effect. (101-8)
12. PURCHASING – Requesting to award a contract to P.K. Contracting, Inc., only responsive and responsible bid, in the amount of \$292,957.80 for Transverse Pavement Marking – 2025 and requesting immediate effect. (18-1)

13. FIRE – Requesting to approve the request of Great Lakes Fireworks, LLC to conduct a firework display at the privately-owned Dearborn Country Club, 800 N. Military St. on June 21, 2025 at approximately 10:00 P.M.; also requesting to waive the noise ordinance requirements for the duration of the firework display and that the Fire Chief be authorized to set rain dates as needed and requesting immediate effect.
14. FIRE – Requesting to approve the application of Zambelli Fireworks to conduct firework displays at Greenfield Village, 20900 Oakwood Blvd. on July 2, 3, 4, and 5, 2025 at 10:00 P.M.; also requesting to waive the noise ordinance requirements for the duration of the firework displays and that the Fire Chief be authorized to set rain dates as needed and requesting immediate effect.
15. FINANCE – Requesting to adopt a resolution to Establish Military Service Contribution Requirements for the Municipal Employees Retirement System (MERS) Defined Benefit Retirement Plan and requesting immediate effect.
16. PHILANTHROPY & GRANTS – Requesting to accept the U.S. Department of Health and Human Services Grant in the amount of \$1,000,000, with no local match, to fund the launch of the Rx Kids Program in Dearborn for the budget agreement date of August 31, 2024 through August 30, 2025; also requesting that the Finance Director be authorized to recognize the grant funding in the amount of \$1,000,000 in the Public Health, Intergovernmental Revenue, Federal, Other account and appropriate the grant funding in the amount of \$1,000,000 in the Public Health, Health and Welfare, Undistributed Appropriations account and requesting immediate effect.
17. COUNCIL – Appointing Dr. Ali Ajami to the Language Access Committee with a term ending June 30, 2028 and requesting immediate effect.
18. COUNCIL – Appointing Kassem Doghman to the Language Access Committee with a term ending June 30, 2028 and requesting immediate effect.
19. CLERK – Submitting summons and complaint in the matter of Hassan Aoun v. George Darnay, et. al.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk
From: City Council
Date: April 24, 2025
Subject: Council Reappointment to Language Access Committee- Ali Ajami

The Dearborn City Council hereby certifies the following reappointment to the Language Access Committee in accordance with the Dearborn Council Resolution number 05-256-22 with immediate effect:

Ali Ajami
1848 N. Evangeline
Dearborn Heights, MI 48127
313-888-7188

Term ending: June/30/2028



Michael T. Sareini
Council President

Attachment: Qualifications

DR. ALI AJAMI
Mobile: +1-313-888-7188
E-mail: aliajami@hotmail.com

CV

Diplomat, writer, researcher, poet, journalist, teacher, educator, coach, translator, & institutionalist

Personal:

Born in Lebanon, September 1st, 1952. Married to Leila Jawad, with four children: one daughter (Hanan), and three sons (Hassan, Bilal & Yamen).

Holder of American & Lebanese citizenships

Education:

- * B.A. in Arabic Language and Literature (Lebanese University Beirut, 1982)**
- * M.A. in Arabic Language and Literature (Lebanese University Beirut, 1985)**
- * PhD in Arabic Language and Literature (Lebanese University Beirut, 1998)**

Online Courses:

*** Harvard University, USA, 2020-2021:**

- Religions through Scriptures;**
- Religion, Peace & Conflicts;**
- Religious Literacy;**
- Predictions Omens Oracles & Prophecies.**

*** Stanford University, USA, 2021:**

- Nuclear Terrorism;**
- Living on the Nuclear Brink.**

*** Columbia University, USA, 2022:**

- Civil War and Reconstruction;**
- Women Have Always Worked.**

*** University of Napoli, Italy, 2021:**

- Introduction to Political Science;**
- Comparative Research Designs and Methods;**
- Contemporary Issues in World Politics;**
- Understanding Political Concepts;**
- Comparative Political Systems;**
- Democracy and Autocracy.**

*** MIT University, USA, 2021:**

- Disease and Climate Shocks and Wellbeing.**

*** Inter-American Development Bank, Brazil, 2021:**

- Climate Change Education;
- Environmental and Social Risk Management.

Diplomatic career:

- * (1992–1994): Ministry of Foreign Affairs, Beirut, Lebanon.
- * (1994–1996): Consul of Lebanon in Cairo, Egypt.
- * (1996–1998): Consul of Lebanon in Brasilia, Brazil.
- * (1998–1999): Counselor at the Embassy of Lebanon in Brasilia, Brazil.
- * (1999–2002): Counselor at the Embassy of Lebanon in Muscat, Sultanate of Oman.
- * (June 2002-April 2004): Ministry of Foreign Affairs, Beirut, Lebanon (Head of Asian, African, and Australian Desk).
- * (April 2004 – Aug 2007): Consul General of Lebanon in Detroit, Michigan, U.S.A.
- * (Aug 2006 – Aug 2007): Dean of the Consular Corps of Detroit.
- * (Aug 2007 – June 2013): Ambassador of Lebanon in Abidjan, Cote d'Ivoire.
- * (June 2013 –Sept 2016): Ambassador of Lebanon in Stockholm, Sweden.
- * (May 2015 – Sept 2016): Dean of the Arab Ambassadors Council in Sweden.

Interests/Activities:

- * Researcher, poet and short story writer.
- * Published 9 books in Arabic language (short stories) :
 - The fool (Scenes from the civil war of Lebanon) – 1981
 - May be it was a dream – 1982
 - The fox and his buddy (A series of 6 short stories for children) – 1982
 - Situations – 2006
- * Published his first book of poetry in Arabic language: The meadows of the body (2016)
- * Published a new Arabic Language Dictionary (on Synonyms), 2023
- * Published 6 Academic books about Beirut as seen in Lebanese novels, 2023
- * Member of the Lebanese Writers Union.

Work Experience:

- * (1971-1992): Teacher of Arabic language, and assistant principal, in public schools in South Lebanon.
- * (1978–1992): Journalist and correspondent in South Lebanon for international news agencies (Reuters, AFP), as well as many local Lebanese and Arab magazines and radios and news papers and agencies.
- * (Aug. 2017-Aug. 2020): Family engagement and Community liaison, with Hamadeh Educational Services (HES) and its Accademies, Michigan, USA.
- * (Aug. 2022-): Translator and Arabic Language Coach, and Family Engagement and Community liaison at Universal Academy (HES).

Languages:

Arabic & English (fluent), and French (fair).

Achievements:

- * 1990: Founded the Cultural and Social Forum in his hometown, Abbassieh, in South Lebanon, which became the most active Cultural community in the region.
- * 1996: Founded the Arab Diplomatic Group in Brasilia, Brazil.
- * 1999: Founded the Diplomatic Group in Muscat, Sultanate of Oman.
- * 2007: Co-founded, with other Arab ambassadors, The Council of Arab Ambassadors in Abidjan, Cote d'Ivoire.
- * 2009: Founded the Lebanese Chamber of Commerce and Industry in Abidjan, Cote d'Ivoire.
- * Mid-March 2013: Organized an excellent and successful official 3 days visit for the Lebanese President H.E. General Michel Sleiman to Abidjan, Cote d'Ivoire.
- * 2014: Founded The Swedish Lebanese Chamber of Commerce in Stockholm.
- * June 2016: Organised a successful official and private 4 days visit for the H.E. Mr. Jebran Bassil, Minister of Foreign Affairs of Lebanon to Sweden, Denmark, Norway and Finland.
- * 2017: Co-founded and presided the Arab American Center for Culture & Arts, and the Cultural forum in Dearborn. Both are dynamic and energetic institutions working to promote Arabic culture and to build bridges of communications between the Arab communities in the USA and the Cultural entities and organizations in the Arab world and other regions.

Awards:

- * May 2011: The trophy of The Lebanese Parliament, awarded by The Speaker of the Parliament H.E.M. Nabih Berry, for his role in protecting the Lebanese large community during the civil war in Cote d'Ivoire (2011).
- * March 2013: The trophy of The Lebanese Presidency, awarded by The Lebanese President H.E General Michel Sleiman, for the same reason.
- * June 2013: The National Medal of Cote d'Ivoire (Commandor Rank), awarded by The Ivorian President Alassane Ouattara.
- * (2008-2013): Tens of trophies, medals, and decorations, awarded by Diplomatic, Consular, Social, Cultural, Economic, and Civic entities and associations and clubs and groups, in the U.S.A. and Lebanon and Cote d'Ivoire and Sweden.
- * (December 2016): The Medal of Honor (Commandor Rank, 1st Grade), awarded by His Majesty The King of Sweden Carl XVI Gustav.

OFFICE OF THE 34TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk
From: City Council
Date: April 24, 2025
Subject: Council Reappointment to Language Access Committee-
Kassem Doghman

The Dearborn City Council hereby certifies the following reappointment to the Language Access Committee in accordance with the Dearborn Council Resolution number 05-256-22 with immediate effect:

Kassem Doghman
18285 West Outer Drive
Dearborn, MI 48128
313-699-1731
Doghman.kassem@gmail.com

Term ending: June/30/2028



Michael T. Sareini
Council President

Attachment: Qualifications

EDUCATION

Master of Research in Information Science and Communication

Lebanese University, Beirut, Lebanon

Sept 2014 - May 2017

GPA: 3.18

Bachelor of Arts in Mass Communication Program

Beirut Arab University, Beirut, Lebanon

Sept 2004 - May 2008

GPA: 3.05

JOURNALISM PROFESSIONAL EXPERIENCE

Freelance Reporter, Al Mashhad TV, Dubai

Nov 2024 – Present

- Covered the 2024 U.S. Presidential election from Michigan, delivering live reports and in-depth analysis tailored for Arabic-speaking audiences.
- Conducted exclusive interviews with President Donald Trump, political experts, local voters, and candidates.
- Provided real-time updates and insights on Michigan's voter turnout and election dynamics.
- Delivered live coverage of a comprehensive year-end round-up summarizing major U.S. events in 2024.
- Coverage the 2025 Presidential Inauguration Day, including interviews and analysis of Arab and Muslim American perspectives.

Communications Coordinator, Intercultural Community Center in Dearborn (ICCD), MI

Nov 2022- Present

- Collaborated with ICCD leadership to design and implement an effective communications strategy.
- Developed visuals, video, and multimedia storytelling to highlight ICCD's activities and initiatives.

Journalist Writer, Mirror News Newspaper, Dearborn, MI

Jan 2023 – Aug 2023

- Reported on campus and community events with timely, engaging stories.
- Conducted interviews and adhered to professional journalistic guidelines.
- Produced high-quality articles under tight deadlines.

Social Media and Digital Content Creator, Dearborn, MI

Jun 2020 - Present

- Hosted, filmed, edited, and produced The Kassem Doghman Show for weekly online streaming.
- Managed social media campaigns and community outreach, engaged with an international audience.

Intern, Media and Communication Department, City of Inkster, Inkster, MI

Jul 2022 – Aug 2022

- Led social media activities, promoted city events, and created reports on city initiatives.

Writer, Reporter, TV Host, News Anchor, Producer, NBN TV, Lebanon

May 2007 - Feb 2019

- Promoted from writer to reporter, TV presenter, and news anchor, fulfilling increasing responsibilities.
- Reported accurate and timely news on socio-political, economic, and entertainment developments.
- Produced and hosted 13 talk shows, featuring guest speakers and investigative reports.
- Delivered special segments on trending topics during prime-time news broadcasts.

Internship, Assafir, Annahar, and Al Mustaqbal, Lebanon

Sept 2005 – May 2007

- Completed high-quality internships with major newspapers, earning commendations for excellence.

TEACHING PROFESSIONAL EXPERIENCE

Arabic Instructor.

Oct 2010 - Present

Dickinson East Elementary School. Hamtramck, MI

Sept 2024 – Present

- Designed and delivered Arabic lessons aligned with Michigan World Language Standards.
- Implemented creative strategies to support diverse student needs and enhance Arabic language proficiency.

Crestwood High School. Dearborn Heights, MI

Aug 2023 – Aug 2024

- Designed and implemented an engaging lesson plan aligned with the school's educational objectives.
- Observed significant improvements in students' Arabic proficiency.

Universal Learning Academy. Westland, MI

Aug 2021 – Aug 2023

- Taught Arabic to non-native K-12 students and achieved consistently high evaluations for effective teaching strategies.

The Institute for Higher Learning. Ann Arbor, MI

May 2021 – June 2023

- Developed effective Arabic tutoring curricula, fostering student skill growth.

Educational Arabic Institutes. Lebanon

Oct 2010 - May 2014

- Delivered individualized instruction, improving student performance and averages.

Substitute/Paraprofessional Teacher, Universal Learning Academy. Westland, MI

Oct 2020 – Jul 2021

- Created specialized support plans to facilitate classroom success.
- Adapted to disruptions with flexibility and professionalism.

Guest Lecturer. Contract. France

Mar 2019

- Delivered lectures on Arabic language nuances, receiving high evaluations.

Faculty Instructor.

Matn University College of Technology. Lebanon

Oct 2017 - May 2018

- Taught Arabic public speaking and reporting, achieving top instructor ratings.

Arts, Sciences and Technology University in Lebanon. Lebanon

Oct 2014 - May 2018

- Taught various Mass Communication courses, including Media Laws and Ethics.

Lebanese International University. Lebanon

Feb 2015 – Feb 2019

- Applied pop culture to make communication theories relatable to students.

PUBLIC SCHOLARSHIP

Invited Interviews

- Interviewed for [Lebanon24](#) (Mar 22, 2018), [Ta7kikat Magazine](#) (Jan 29, 2014), and [Zahrat al Khaleej](#) (Dec 31, 2012).

Media Features

- "Lebanese Journalist enrolls at Henry Ford College to learn new career after emigrating to U.S." [Press and Guide](#). Aug 2, 2022.
- Hawkstrong: HFC provides Lebanese journalists a path to success in the U.S. [HFCC Public News](#). July 18, 2022.
- "In a historic first, Arabic will appear on election ballots and materials in Dearborn this August." [The Arab American News](#). June 23, 2022.
- "Dearborn Municipality races against time to localize electoral materials." [Sadaalwatan](#). June 17, 2022.
- Anti-violence campaign raises the issue of children's rights. [World Vision International](#). Sept 8, 2008.

VOLUNTEERISM

Committee Member. *Commission Election Service.* City of Dearborn

Jun 2022- Jun 2025

- Appointed to Language Access Committee, translated voting materials into Arabic, and expanded services for Arab American voters.

Volunteer. *Action Contre la Faim.* France, Grenoble

Feb 2019 – May 2019

- Organized and facilitated workshops to support involvement in achieving organizational goals.

AWARDS

- *Best Presenter of the Year.* Arts, Science and Technology University in Lebanon, 2015.
- *Dean's List.* Henry Ford College. 2022, 2021.
- *Best Impromptu Presenter.* Toastmaster, 2017.
- *Best Investigative Report on Child Abuse.* World Vision Organization, 2008.

WORKSHOPS

- International Center for Media Studies and the British Embassy; Thompson Foundation, 2008.
- *Attended a workshop on Human Trafficking in the Media*, organized by World Vision Foundation, 2009.
- *Cross-Community Media Coverage.* United Nations Development Program, 2009.
- *Development Goals, Electronic Writing, and the Rules of Media Ethics.* United Nations Development Program, 2009.

SKILLS

- Communication: Active Learning, Public Speaking, Storytelling.
- Languages: Arabic (Native), English (Fluent)
- Technical: Google Suite, Media Workshop, MS Office, SEO, Social Media Management, Video Production (Final Cut Prio, Adobe Premiere Pro).

CITY CLERK'S OFFICE



CITY CLERK, DEARBORN MI
2025 APR 29 AM 9:59

TO: CITY COUNCIL
FROM: GEORGE T. DARANY
SUBJECT: SUMMONS AND COMPLAINT
DATE: APRIL 29, 2025

We are submitting to you a copy of a Summons & Complaint in the matter of Hassan Aoun v George Darnay et. al.

The City Clerk's Office received the Summons & Complaint via USPS Priority Mail Express around 12:03 P.M. on April 28, 2025 by Lisa Miller.

Sincerely,



George T. Darany
City Clerk

Encl.

GTD:lm

UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Hassan Aoun,

Plaintiff,

v.

Case No. 2:25-cv-11191-LJM-DRG
Hon. Laurie J. Michelson

George Darnay, et al.,

Defendant.

SUMMONS IN A CIVIL ACTION

To: George Darnay

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) - or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) - you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Edward L. Ewald Jr.
1198 South Creek Dr.
Wixom, MI
48393

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

KINIKIA D. ESSIX, CLERK OF COURT

By: s/ J C Brown
Signature of Clerk or Deputy Clerk

Date of Issuance: April 25, 2025



PROOF OF SERVICE

(This section should not be filed with the Court unless required by Fed. R. Civ. P. 4(1))

Case No. 2:25-cv-11191-LJM-DRG

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____ a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other: *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under the penalty of perjury that this information is true.

Date: _____

Server's Signature

Printed Name and Title

Server's address

Additional information regarding attempted service, etc.:

CIVIL COVER SHEET

County in which action arose:

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

HASSAN AOUN

(b) County of Residence of First Listed Plaintiff

WAYNE

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

EDWARD L. ENALL JR

48660 PONTIAC TRAIL #980792

WILKIN, MI 48862

(313) 510-3329

DEFENDANTS

GEORGE KARNEY, CATHY BARRETT
AND JOCELYN BENSON, IN OFFICIAL CAPACITY

County of Residence of First Listed Defendant

WAYNE

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

(For Diversity Cases Only)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|-------------------------------------|-------------------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 USC 1983

Brief description of cause:

DENIAL OF RIGHT TO RUN FOR PUBLIC OFFICE

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

DOCKET NUMBER

DATE

4/25/25

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☒ Yes
☐ No

If yes, give the following information:

Court: WAYNE COUNTY CIRCUIT COURT

Case No.: 25-000218 C2

Judge: JUDGE PATRICIA FRESAR

Notes : STATE LAW ISSUES IN STATE COURT

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Hassan, Aoun,

Plaintiff,

v.

Case No 2025
Hon.

George Darnay as clerk of the city of Dearborn;
Cathy M. Garrett, clerk for the county of Wayne;
Jocelyn Benson, secretary of state for the state of
Michigan,

Defendants.

Edward L. Ewald, Jr. (P43751) Attorney for Plaintiff 48660 Pontiac Trail, #930792 Wixom, MI 48393 (313) 510-3329/Fax (248) 856-2247 edwardewald@comcast.net	
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

VERIFIED COMPLAINT FOR DECLARATORY, AND INJUNCTIVE RELIEF

Now Comes Plaintiff, Hassoun Aoun ("Plaintiff"), by and through his counsel, Edward L. Ewald, Jr. and complains to this Honorable Court and against Defendants, George Darnay, as clerk of the city of Dearborn ("Defendant Darnay"), Cathy M. Garrett, as clerk for the county of Wayne ("Defendant Garrett"), and Jocelyn Benson, as secretary of state for the state of Michigan ("Defendant Benson")(collectively referred to as the "Defendants"), for the following reasons:

Jurisdictional Allegations

1. Plaintiff is a resident of the city of Dearborn, county of Wayne, state of Michigan.
2. Defendant Darnay is the clerk of the city of Dearborn located in the county of Wayne, state of Michigan.

3. Defendant Garrett is the clerk for the county of Wayne located in the city of Detroit, state of Michigan, and is responsible for supervising and managing all public elections in the county of Wayne.
4. Defendant Benson is secretary of state for the state of Michigan and is responsible for supervising and managing all public elections in the state of Michigan.
5. The subject matter jurisdiction is proper in this Court as the issues involved concern federal questions, 28 U.S.C.1331.
6. Venue is property pursuant to 28 U.S.C 1391.
7. This case arises from Plaintiff's interest in being placed on the election ballot in the city of Dearborn to be considered for the position of mayor.
8. It concerns the denial of Plaintiff's application based on a decades old felony that violates 4th and 14th Amendments to the United States Constitution and 28 U.S.C. 1983.
9. The Unites States Constitution does not prohibit a citizen from applying for an elected public position within the United States.

Factual Allegations

10. The plaintiff has applied with the city of Dearborn to run for the office of mayor during the 2025 election term. (See Exhibit "A").
11. There is no mention in the application regarding any prohibition for a felony.
12. The plaintiff obtained all the necessary paperwork to properly apply for the elected position. (See Exhibit "B").
13. Plaintiff's application and affidavit of identity were submitted to Defendant Garrett as county clerk.
14. Plaintiff obtained the necessary signatures to be on the ballot for the 2025 election.

15. Under Michigan law, a person is only ineligible for elected public office if the candidate was convicted of a felony in the last 20 years while in public office involving “dishonesty, deceit, fraud or breach of the public trust.” Michigan Constitution, Article XI, sec. 8 (See Exhibit “C”).
16. Michigan law further provides that no city charter shall “conflict with or contravene the provisions of any general law of the state.” MCL 117.36 (See Exhibit “D”).
17. Plaintiff’s application was accepted by Defendant Darnay.
18. Subsequently, Plaintiff was informed by that his application is being rejected because he was a convicted felon (See Exhibit “E”).
19. Section 6.2 of the city of Dearborn Ordinances on elections prohibits any resident of the city from running for elected position that has been convicted of a felony (See Exhibit “F”).
20. There is no limitation on felony conviction.
21. The United States Constitution does not prohibit any citizen from running for office because of a felony.
22. The state of Michigan Constitution limits the prohibition to individuals who were convicted while in office and that it occurred less than 20 years ago.
23. The city of Dearborn ordinance is in violation of the federal Constitution and the Michigan Constitution.
24. Plaintiff filed this matter in the Wayne County Circuit Court alleging a violation of the Michigan Constitution.
25. The Trial Court denied Plaintiff’s motion for preliminary injunction relying on the Home Rule City Act, MCL 117.3 citing the last sentence of Article XI, sec. 8 of the Michigan

Constitution that states in part: "This requirement is in addition to any other qualification required..."

26. This provision is in conflict and denies a rightful candidate is ability to run for the mayor of Dearborn.

Count I Violation of 28 U.S.C. 1983

27. Plaintiff incorporates by reference paragraph nos. 1 through 27 as if fully stated herein.

28. Plaintiff is a citizen of the city of Dearborn, county of Wayne, state of Michigan, USA

29. Plaintiff as a citizen as the ability to run for public elected office.

30. In this case, Plaintiff has the right to run for mayor of the city of Dearborn.

31. The United States Constitution and Michigan Constitution provide Plaintiff with the right to run for mayor.

32. Defendant Darnay has constructed an illegal and improper barrier to this right to run for mayor.

33. The ordinance enacted by the city of Dearborn is in violation of the United States Constitution and that of the Michigan Constitution.

34. Plaintiff's civil rights have been gravely interfered with and have caused his damage and injury.

35. Plaintiff's damages include but are not limited to his inability to run for office, humiliation and embarrassment with the Dearborn community.

Subject to perjury, I have read the complaint and believe the facts are true and accurate to the best of my knowledge.



Hassan Aoun

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter an opinion finding that Defendant Darnay has violated the United States Constitution by denying him the rightful opportunity to run for mayor of Dearborn and other relief as the Court may deem to be fair and equitable.

Respectfully submitted,

/s/Edward L. Ewald, Jr.
Edward L. Ewald, Jr. (P43751)
Attorney for Plaintiff
48660 Pontiac Trail, #930792
Wixom, MI 48393
(313) 510-3329/Fax (248) 856-2247

A



Candidate Package

George T. Darany, City Clerk

**City of Dearborn, 16901 Michigan Ave. Ste. 11, Dearborn, MI 48126
313-943-2010**

Information Letter

Dear Candidate:

This package contains information and requirements for candidates running for Mayor, City Clerk or City Councilmember for the City of Dearborn during the 2025 election cycle. Please find enclosed within this packet the following items:

- Information Letter (pages 1-2)
- Election Calendar with Deadlines (page 3)
- Affidavit of Compliance with the State of Michigan Constitution (page 4)
- Affidavit of Identity and Receipt of Filing form (pages 5-6)
- Blank Candidate Petitions
- Dearborn Precinct Map
- Flash Drive of Registered Voters (If requested, fee applies)

Candidates must submit nominating petitions having not less than **100** valid signatures, and not more than **200** valid signatures. For those submitting petitions, please read the instructions in this packet. All petitions used by candidates must be in the form required by Michigan election law. Non-conforming petitions and incomplete petitions will be rejected.

Candidates must submit a completed and notarized Affidavit of Identity. Our office can notarize the document. The Affidavit of Identity must include a declaration of the office/position sought.

Filing Deadline: Candidate Nominating Petitions, Affidavit of Identity, and Affidavit of Compliance with the State of Michigan Constitution must be hand-delivered/submitted to the Dearborn City Clerk's Office on or before **4:00 PM, TUESDAY, April 22, 2025** (MCL:168.644f). Items submitted after that date/time will be rejected.

Deadline to Withdraw: **4:00 PM, FRIDAY, April 25, 2025** (must withdraw in writing) (MCL:168.322a).

Deadline for WRITE-IN CANDIDATES to file Declaration of Intent:

For the August Primary Election: **4:00 PM, FRIDAY, July 25, 2025** (MCL:168.737a)

For the November General Election: **4:00 PM, FRIDAY, October 24, 2025** (MCL:168.737a)

The terms of office: All City of Dearborn terms are four-years.

Candidates are required to possess a campaign committee. Candidates must meet disclosure obligations provided under the Michigan's Campaign Finance Act. Candidate Campaign committees are required to submit campaign finance reports. Organization of Candidate Committees and Candidate Committee Campaign Finance filings for City of Dearborn officeholders are administered by the office of the Wayne County Clerk. Go to this website <https://www.wccampaignfinance.com> and the Wayne County pages in this packet for more information.



Candidate Package

George T. Darany, City Clerk

**City of Dearborn, 16901 Michigan Ave. Ste. 11, Dearborn, MI 48126
313-943-2010**

Within 4-5 weeks following the filing deadline, the Dearborn Clerk's office will mail a copy of a Proof Ballot with an example of how your name will appear on the ballot.

When ballots are printed, candidate names on the ballot will rotate in alphabetical order beginning with Precinct #1 with the first candidate being at the top of the list. Precinct #2 will have the next candidate at the top of the list, and so on.

Michigan election law stipulates no person is permitted to solicit votes or engage in any type of campaigning within 100 feet of any doorway used by voters to enter the building in which a polling place is located. (MCL:168.744) If you are a candidate and not a voter at a particular precinct, you **may not** enter the precinct to "visit" with election workers. Likewise, if you voted absentee, you **may not** enter any polling location, as it can be perceived as "campaigning."

If you are a candidate and will vote on Election Day at your home precinct polling location, you may only enter the precinct for the sole purpose of voting and may stay inside the precinct for only the time in which it takes you to vote. The Michigan Elections Bureau can be reached at 517-373-2540 for more information.

If our office can assist you in any way, please let us know. We are here to help. We wish you well during the election season!

Yours for Dearborn,

George T. Darany
Dearborn City Clerk



Candidate Package

George T. Darany, City Clerk
City of Dearborn, 16901 Michigan Ave. Ste. 11, Dearborn, MI 48126
313-943-2010

Election Calendar with Deadlines

Primary Election

TUESDAY, August 5, 2025

Deadline for Voter Registration – TUESDAY, August 5, 2025

Absentee Ballots are available at the Dearborn Administrative Center: **THURSDAY, June 26, 2025**

Last day an AV ballot can be mailed to voter: **FRIDAY, August 1, 2025**

Last day an AV ballot can be issued to voter: **MONDAY, August 4, 2025 (before 4:00pm)**

General Election

TUESDAY, November 4, 2025

Deadline for Voter Registration – TUESDAY, November 4, 2025

Absentee Ballots are available at the Dearborn Administrative Center: **THURSDAY, September 25, 2025**

Last day an AV ballot can be mailed to voter: **FRIDAY, October 31, 2025**

Last day an AV ballot can be issued to voter: **MONDAY, November 3, 2025 (before 4:00pm)**

Filing Information:

Candidates must submit:

- An Affidavit of Identity
- Nominating petition (minimum of **100** valid signatures; no more than **200** signatures can be filed to cover the minimum signature requirement.)
- Deadline For Petitions: 4:00 PM on **Tuesday, April 22, 2025** (MCL:168.644f)
- Deadline to Withdraw: 4:00 PM on **Friday, April 25, 2025 (must withdraw in writing)** (MCL:168.322a)
- Deadline for WRITE-IN CANDIDATES to file Declaration of Intent: 4:00 PM on **Friday, July 25, 2025** (for the August Primary Election) & 4:00 PM on **Friday, October 24, 2025** (for the November General Election.) (MCL:168.737a)



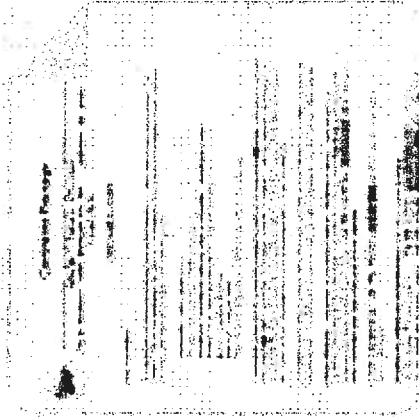
Dearborn.gov

<https://dearborn.gov> PDF

Candidate Package

All petitions used by candidates must be in the form required by Michigan election law. Non-conforming petitions and incomplet...

4 pages · 101 KB



Dearborn.gov

<https://dearborn.gov>

Running for Office in Dearborn

Running for Mayor, City Clerk, or City Council. The City of Dearborn is governed by a Mayor and seven-member City Council, all elected by the residents of ...

B

Subject Re: Affidavit of Identity
From George Darany <gdarany@dearborn.gov>
To: Hassan Aoun <aoun1980@aol.com>, Lizbinski,
Megan <mlizbinski@dearborn.gov>
Cc: Bianca Molinari <bmolinari@dearborn.gov>
Date Nov 22, 2024 at 1:40 PM

Mr. Aoun,

We are in receipt of your USPS package that includes your updated Affidavit of Identity form. We have forwarded the form to Wayne County for their review. We will let you know if there are any issues.

Thank you for your prompt response to our request.

Thank you.

George

George T. Darany, CMC, MiPCA

Dearborn City Clerk

16901 Michigan Avenue, Suite 11

Dearborn, Michigan 48126

313 943-2021

"Proud to be Serving My Home Town"

Show trimmed content

Subject Re: Regarding verification of signatures
From George Darany <gdarany@dearborn.gov>
To: Hassan Aoun <aoun1980@aol.com>
Date Dec 6, 2024 at 12:26 PM

Mr. Aoun,

This letter is to confirm that you have submitted the required number of valid signatures (at least 100) to satisfy one of the qualifications to be considered a candidate for Mayor of the City of Dearborn in the Primary Election on August 5, 2025. The Wayne County Clerk's Office will determine if you have met all the qualifications and can confirm if you officially are a candidate for Mayor of Dearborn.

Please let me know if you have any questions or concerns.

Best of luck to you!

George

George T. Darany, CMC, MiPCA

Dearborn City Clerk

16901 Michigan Avenue, Suite 11

Dearborn, Michigan 48126

313 943-2021

"Proud to be Serving My Home Town"

Affidavit of Compliance with the State Constitution

The electorate of the State of Michigan amended the State Constitution in November 2010. That constitutional amendment makes a person ineligible for election or appointment to any state or local elective office or to hold a position in public employment in this state that is policy-making or has discretionary authority over public assets if:

A person is ineligible for election or appointment to any state or local elective office of this state and ineligible to hold a position in public employment in this state that is policy-making or that has discretionary authority over public assets if, within the immediately preceding 20 years, the person was convicted of a felony involving dishonesty, deceit, fraud, or a breach of the public trust and the conviction was related to the person's official capacity while the person was holding any elective office or position of employment in local, state, or federal government. This requirement is in addition to any other qualification required under this constitution or by law. The legislature shall prescribe by law for the implementation of this section.

I understand if the conviction was related to the person's official capacity, while holding office, preceding 20 years, and if the person was convicted of a felony involving dishonesty, deceit, fraud, while the person was holding any elective office, or position of employment in local, state, or federal government that will result in my immediate removal from office.

Hassan Aoun
Signature

HASSAN AOUN
Printed Name

Notary Certification

HASSAN AOUN, did appear before me this 11

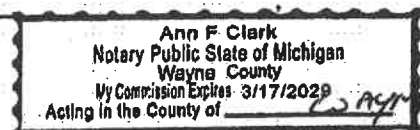
day of Nov, 2024 and placed his/her signature on this document.

[Signature]
Signature of Notary

ANN F CLARK
Printed Name of Notary
Acting in Wayne County, Michigan

(seal)

My commission expires on the _____ day of _____





View Filed Reports



Reporting Year	Reporting Period	Report Name	Committee Type
2025	--Select Reporting Period--	--Select Report Name--	--Select Committee Type--
Committee ID	Committee Name	Filed Date Range	
	82-158449-HASSAN AOUN FOR	To	
Office Type	Office	District / Jurisdiction	
--Select Office Type--	--Select Office--	--Select District--	

Search Clear

Reporting Period Name	Filed Report Name	Committee Type	Filed/Amended Date	Committee ID	Committee Name	Election Year	Office (District / Jurisdiction)	Reporting Year
07/20/2025 Pre Primary	<u>Affidavit of Identity</u>	Candidate Committee	11/27/2024	82-158449	HASSAN AOUN FOR MAYOR	2025	City Mayor (Dearborn)	2025
07/20/2025 Pre Primary	Correspondence - In	Candidate Committee	12/26/2024	82-158449	HASSAN AOUN FOR MAYOR	2025	City Mayor (Dearborn)	2025

Displaying page 1 of 1, records 1 to 2 of 2





Affidavit of Identity and Receipt of Filing**CLEAR FORM**

All information must be completed unless otherwise noted. Missing or incorrect information may result in disqualification. Judicial candidates should use a combined judicial affidavit of identity/qualification form rather than this form.

SECTION 1	Candidate information	First name Hassan		Middle name	Last name Aoun		
		Year of birth 1980	<input type="checkbox"/> My name has formally changed in the last 10 years for a reason other than marriage or divorce. My former name is: _____				
		Residential address 7047 Hartwell St			City Dearborn	ZIP 48126	
		Mailing address, if different than above			City	ZIP	
		Phone number 3136776767		Email aoun1980@aol.com		Campaign website, if applicable	

SECTION 2	Office & ballot information	Office name Hassan Aoun For Mayor		Jurisdiction Dearborn	District/Ward
		Select one <input type="checkbox"/> I am running for a partisan office, and my political party is: _____ <input checked="" type="checkbox"/> I am running for a nonpartisan office without party affiliation (<i>judicial office: see note above</i>) <input type="checkbox"/> I am running for a partisan office without party affiliation.			
		<input checked="" type="checkbox"/> Primary election <u>08/05/2025</u> <small>DATE (MM/DD/YYYY)</small>		<input checked="" type="checkbox"/> General election <u>11/04/2025</u> <small>DATE (MM/DD/YYYY)</small>	
		Term of office (select one): <input checked="" type="checkbox"/> Regular term <input type="checkbox"/> Partial term expiring: _____ <small>DATE (MM/DD/YYYY)</small> <input type="checkbox"/> Recall			
		Indicate exactly how you want your name to be printed on the ballot (use upper and lowercase letters): Hassan Aoun			

SECTION 3	Certification & acknowledgment	Filing method (Select one): <input checked="" type="checkbox"/> Petitions <input checked="" type="checkbox"/> Return to me in January <input type="checkbox"/> Destroy in January <input type="checkbox"/> \$100 filing fee (<i>if applicable</i>) <input type="checkbox"/> Certification of party nomination and certificate of acceptance (<i>if applicable</i>)	
		<input type="checkbox"/> I previously ran in Michigan for office that required filing reports under the Michigan Campaign Finance Act. I ran in the following counties: _____	
		By signing, I certify that: • At this date, all statements, reports, late filing fees, and fines required of me or any candidate committee organized to support my election under the Michigan Campaign Finance Act have been filed or paid; and • I am a United States citizen and meet the statutory and constitutional requirements for the office sought; and • I acknowledge that making a false statement in this affidavit is perjury - a felony punishable by a fine up to \$1,000 or imprisonment for up to five years or both and may result in disqualification from the ballot.	
		<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Candidate signature </div> <div style="text-align: center;"> <u>11/11/2024</u> Date </div> </div>	
		<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Notary signature  County of commission <u>WAYNE</u> </div> <div style="width: 45%;"> Notary name <u>ADD F CLARK</u> Acting in the County of <u>WAYNE</u> </div> </div>	

Office use only	Date of filing <small>(MM/DD/YYYY)</small>		Received by <small>DATE (MM/DD/YYYY)</small>	Reviewed by	Check number
	Number of petition sheets		Campaign Finance Number		

C

MICHIGAN LEGISLATURE

MCL Complete Through PA 149 of 2024

Senate adjourned until 11/12/24 10:00 AM

House adjourned until 11/12/24 1:30 PM



MCL - Article XI § 8

[Download Section](#)

Chapter 1

CONSTITUTION OF MICHIGAN OF 1963

Constitution-XI

[◀ Previous Section](#) [Next Section ▶](#)

STATE CONSTITUTION (EXCERPT) CONSTITUTION OF MICHIGAN OF 1963

§ 8 Convictions for certain felonies; eligibility for elective office or certain positions of public employment.

Sec. 8.

A person is ineligible for election or appointment to any state or local elective office of this state and ineligible to hold a position in public employment in this state that is policy-making or that has discretionary authority over public assets if, within the immediately preceding 20 years, the person was convicted of a felony involving dishonesty, deceit, fraud, or a breach of the public trust and the conviction was related to the person's official capacity while the person was holding any elective office or position of employment in local, state, or federal government. This requirement is in addition to any other qualification required under this constitution or by law.

The legislature shall prescribe by law for the implementation of this section.

History: Add. S.J.R. V. approved Nov. 2, 2010; Eff. Dec. 18, 2010



Senate Fiscal Agency

NOVEMBER 2010 BALLOT PROPOSAL 10-2

An Overview

Prepared by
Patrick Affholter,
Legislative Analyst

Gary S. Olson, Director

Phone (517) 373-2768
TDD (517) 373-0543

<http://www.senate.michigan.gov/sfa/>



On November 2, 2010, Michigan voters will decide whether to adopt an amendment to the State Constitution to restrict a person's eligibility for elective office and for certain governmental employment. Proposal 10-2 is the result of Senate Joint Resolution V, which passed the Michigan Senate and House of Representatives with more than a two-thirds vote in each chamber. Proposal 10-2 will appear on the ballot as follows:

A PROPOSAL TO AMEND THE STATE CONSTITUTION TO PROHIBIT CERTAIN FELONS FROM HOLDING ELECTIVE OFFICE AND SPECIFIED TYPES OF PUBLIC EMPLOYMENT POSITIONS

The proposed constitutional amendment would:

Make a person ineligible for election or appointment to any state or local elective office or to hold a position in public employment in this state that is policy-making or has discretionary authority over public assets, if:

- within the preceding 20 years, the person was convicted of a felony involving dishonesty, deceit, fraud, or a breach of the public trust; and*
- the conviction was related to the person's official capacity while holding any elective office or position of employment in local, state, or federal government.*

Require the State Legislature to enact laws to implement the prohibition.

Should this proposal be adopted?

If a majority of the electors vote "yes", Proposal 10-2 will be adopted as Article XI, Section 8 of the State Constitution.

If approved, the provisions of the constitutional amendment will be in addition to any other qualification for elective office or public employment required under the Constitution or by statute. Currently, Article IV, Section 7 of the State Constitution provides that a person who has been convicted of subversion or who, within the preceding 20 years, has been convicted of a felony involving a breach of the public trust, is ineligible for a position as State Senator or Representative.

Proponents of Proposal 10-2 suggest that, given recent developments in the City of Detroit, where locally elected and appointed officials have been convicted of felonies related to their conduct in office, the current constitutional restriction is too limited because it applies only to holding State legislative office and does not clarify what constitutes a breach of the public trust. Others contend, however, that the proposed constitutional amendment does not go far enough to root out governmental and political corruption, and that *all* felons should be prohibited from holding office or a position involving policy-making or discretionary authority over public assets.

Opponents of the measure suggest that the proposed restrictions are unnecessary because an astute electorate can decide for itself whether someone should be entrusted with holding public office or other governmental positions. They contend that the State Constitution should not bar someone whom the voters may want to elect.

If the voters approve Proposal 10-2, it will apply to elective office, as well as governmental employment that involves policy-making or discretionary authority over public assets, at all levels of State and local government, including universities, courts, counties, cities, villages,

townships, and school districts. The proposed amendment does not specify, however, the positions that will be affected or the felonies that will disqualify someone from holding office or public employment, but it does direct the Legislature to enact laws to implement the prohibition.

Implementing legislation could address such issues as what constitutes policy-making, which positions involve discretionary authority over public assets, which felonies represent a breach of the public trust, and how to determine whether a prior conviction was related to a person's official capacity in office. Legislation also could create a process for disqualifying candidates for election or applicants for public employment, and procedures to settle disputes. The extent of implementing legislation is within the purview of the Legislature, however, and issues that are not addressed in statute ultimately will be resolved by the courts.

If approved, Proposal 10-2 will take effect on December 18, 2010.

D

MICHIGAN LEGISLATURE

MCL Complete Through PA 2 of 2025

Senate adjourned until 04/23/25 10:00 AM

MCL - Section 117.36

Download Section

Chapter 117

Act 279 of 1909

◀ Previous Section Next Section ▶

THE HOME RULE CITY ACT (EXCERPT)

Act 279 of 1909

117.36 Charter provisions; conflict.

Sec. 36.

No provision of any city charter shall conflict with or contravene the provisions of any general law of the state.

History: 1909, Act 279, Eff. Sept. 1, 1909 ;-- CL 1915, 3339 ;-- CL 1929, 2272 ;-- CL 1948, 117.36

[Acceptable Use Policy](#) [Privacy Policy](#) [DMCA Policy](#) [Comment Form](#) [Legislative Directory](#) [Accessibility](#)
[Site Map](#)

 [Bills](#)  [Meetings](#)  [Laws](#)

The Michigan Legislature Website is a free service of the Legislative Service Bureau in cooperation with the Michigan Legislative Council, the Michigan House of Representatives, the Michigan Senate, and the Library of Michigan. This site is intended to provide accurate and timely legislative information to the citizens of the State of Michigan and other interested parties. Additional historical documents can be found at <https://www.michigan.gov/libraryofmichigan>. The information obtained from this site is not intended to replace official versions of that information and is subject to revision. The Legislature presents this information, without warranties, express or implied, regarding the accuracy of the information, timeliness, or completeness. If you believe the information is inaccurate, out-of-date, or incomplete or if you have problems accessing or reading the information, please send your concerns to the appropriate agency using the online Comment Form in the bar above this text.

E

CITY OF DEARBORN

Home Town of Henry Ford



CITY CLERK'S OFFICE

GEORGE T. DARANY
CLERK

CLERK'S OFFICE (313) 948-2010
FAX (313) 948-2011
EMAIL gdarany@ci.dearborn.mi.us

December 26, 2024

Hassan Nazih Aoun
7047 Hartwell St.
Dearborn, MI 48126

Re: Eligibility for Elective Office

Dear Mr. Aoun:

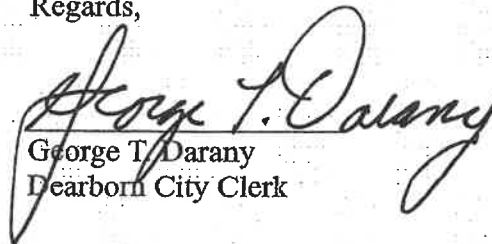
We are in receipt of the nominating petitions for the elective office of Mayor you submitted to the Clerk's Office on November 12, 2024. Section 6.2 of the Dearborn City Charter ("Charter") mandates that:

No person shall become a candidate or hold elective office under this charter unless that person is a resident for one year, has never been convicted of a felony and is a registered voter of the City.

According to the Michigan State Police Internet Criminal History Access Tool ("ICHAT"), as of December 18, 2024, your criminal history includes three felony convictions (10/28/2009; 6/06/2012; and 06/27/2012). Pursuant to Section 6.2 of the Charter you are, therefore, ineligible to be certified as a candidate for Dearborn Mayor. Any prior action taken by the Clerk's Office on your nominating petition is hereby rescinded.

If the information contained on the attached ICHAT report is inaccurate or false, please contact my office immediately with records demonstrating this discrepancy.

Regards,


George T. Darany
Dearborn City Clerk

cc: Cathy M. Garrett, Wayne County Clerk

F

Section 6.2. - Qualifications of elective officers.

No person shall become a candidate or hold elective office under this charter unless that person is a resident for one year, has never been convicted of a felony and is a registered voter of the City.

Received via USPS Priority
Express mail on April 28, 2025
around 12:03 p.m. by Lisa
Miller.

CITY CLERK, DEARBORN MI
2025 APR 28 PM 12:03

TES VICE®

PRIORITY MAIL EXPRESS®

Retail



U.S. POSTAGE PAID
PME
DEARBORN HEIGHTS
MI 48127
APR 26, 2025
\$35.50
R2305H129213-22



48126

RDC 07



EI 997 314 199 US

CUSTOMER USE ONLY
FROM: (PLEASE PRINT)
PHONE ()

Edward L. Ewald, Jr.
48660 Pontiac Trail, #930792
Wixom, MI 48393

MENT BY ACCOUNT (if applicable)
Federal Agency Acct. No. or Postal Service™ Acct. No.

DELIVERY OPTIONS (Customer Use Only)
☐ SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.
Delivery Options
☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT)
George T. Darany
City Clerk, City of Dearborn
16901 Michigan Avenue, Suite 11
Dearborn, Michigan 48126
PHONE ()

■ For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
■ \$100.00 Insurance included.

PEEL FROM THIS CORNER



how2recycle.info

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail Express® shipments. Misuses may be a violation of federal law. This package is not for resale. EP13C © U.S. Postal Service; July 2022; All rights reserved.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Authorization of a second amendment to the lease agreement with Flex Holdings, LLC for 650 sq ft of land at the West Dearborn Pocket Park

Requesting immediate effect

DEPARTMENT: Economic Development Department

BRIEF DESCRIPTION:

It is requested for City Council to authorize the City of Dearborn to enter into a second amendment to the lease agreement with Flex Holdings, LLC for 650 sq. ft. of the West Dearborn Pocket Park directly adjacent to the business at 22062 Michigan Ave to utilize as an outdoor seating area for its patrons.

Under this amendment to the lease agreement, the lease term shall be extended five (5) years, commencing on June 1, 2025 and ending on May 31, 2030. The base rate during the lease extension shall be increased to \$1,450 per year. The first Base Rate payment is due on June 1, 2025, as well as a \$200 administrative fee per year.

Flex Holdings LLC will sign a lease agreement with the City of Dearborn that will contain provisions which require the business to indemnify and hold the City harmless for any claims or liabilities and the business shall provide evidence of insurance which names the City as additional insured.

PRIOR COUNCIL ACTION:

Council Resolution 6-196-20 and amended Council Resolution 2-87-21 authorized the City to enter into a lease agreement for 650 sq ft of the 6,640 sq ft. West Downtown Pocket Park (map attached) with Flex Holdings, LLC, which owns the building located at 22062 Michigan Avenue. This lease was a 5-year lease expiring on June 30, 2025 and provided for two additional five-year renewals.

BACKGROUND:

Communities have designed flexible spaces in their downtowns with creative uses such as parklets and outdoor dining to create a vibrant environment and grow the local business environment. The WDDDA and Economic Development Department wish to support businesses' requests for outdoor dining opportunities, as it is aligned with the Downtown Dearborn Vision Plan.

Flex Holdings, LLC has requested a lease renewal of the 650 sq. ft. of outdoor space located at



EXECUTIVE SUMMARY AND MEMORANDUM

the West Dearborn Pocket Park (22054 Michigan Ave) to continue providing patrons with outdoor dining options. The lease agreement states that the tenant shall be solely responsible to maintain the leased Area and outdoor seating installations at its own cost and expense. This lease agreement shall be for five (5) years and the tenant has the option to extend the Term by one additional (1) five (5) year period provided certain conditions (outlined in the lease) are met.

The lease agreement also contains provisions which require the business to indemnify and hold the City harmless for any claims or liabilities and the business shall provide evidence of insurance which names the City as additional insured.

FISCAL IMPACT:

The business will pay base rent of \$1,450 per year. The first Base Rent payment is due on the Lease Commencement Date, as well as a \$200 administrative fee per year.

COMMUNITY IMPACT:

Increased outdoor dining opportunities promote vibrant neighborhoods and contribute to the commercial viability of businesses along the corridor. The lease also includes a provision that states that the leased area shall remain open to the general public at all times.

IMPLEMENTATION TIMELINE:

Under this amendment to the lease agreement, the lease term shall be extended five (5) years, commencing on June 1, 2025 and ending on May 31, 2030.

COMPLIANCE/PERFORMANCE METRICS:

The lease outlines the tenant's obligations, which include keeping the premises in a first-class, clean, safe, and well-maintained condition.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

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

VIA: Jordan Twardy, Director, Economic Development

SUBJECT: Second Amendment to Lease Agreement for 650 sq ft of land at the West Dearborn Pocket Park

DATE: April 22, 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

Economic Development is requesting that City Council authorize the City of Dearborn to enter into a second amendment to the lease agreement with Flex Holdings, LLC for 650 sq. ft. of the West Dearborn Pocket Park directly adjacent to the business at 22062 Michigan Ave to utilize as an outdoor seating area for its patrons.

Under this amendment to the lease agreement, the lease term shall be extended five (5) years, commencing on June 1, 2025 and ending on May 31, 2030. The base rate during the lease extension shall be increased to \$1,450 per year. The first Base Rate payment is due on June 1, 2025, as well as a \$200 administrative fee per year.

Flex Holdings LLC will sign a lease agreement with the City of Dearborn that will contain provisions which require the business to indemnify and hold the City harmless for any claims or liabilities and the business shall provide evidence of insurance which names the City as additional insured.



EXECUTIVE SUMMARY AND MEMORANDUM

Background and Justification

Communities have designed flexible spaces in their downtowns with creative uses such as parklets and outdoor dining to create a vibrant environment and grow the local business environment. The WDDDA and Economic Development Department wish to support businesses' requests for outdoor dining opportunities, as it is aligned with the Downtown Dearborn Vision Plan.

Previously, Council Resolution 6-196-20 and amended Council Resolution 2-87-21 authorized the City to enter into a lease agreement for 650 sq ft of the 6,640 sq ft. West Downtown Pocket Park (map attached) with Flex Holdings, LLC, which owns the building located at 22062 Michigan Avenue. This lease was a 5-year lease expiring on June 30, 2025 and provided for two additional five-year renewals.

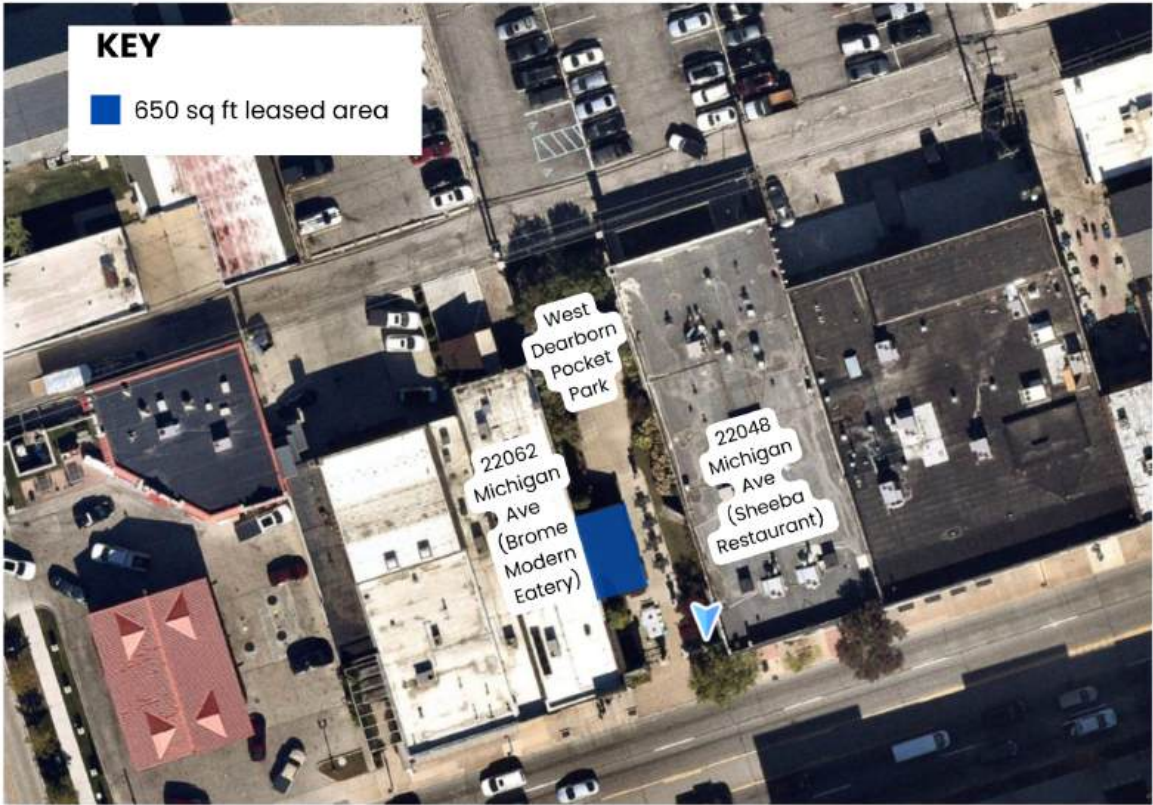
Flex Holdings, LLC has requested a second amendment to the lease agreement of 650 sq. ft. of outdoor space located at the West Dearborn Pocket Park (22054 Michigan Ave) to continue providing patrons with outdoor dining options. This lease agreement shall be for five (5) years and the tenant has the option to extend the Term by one additional five-year period provided certain conditions (outlined in the lease) are met.

Under this amendment to the lease agreement, the lease term shall be extended five years, commencing on June 1, 2025 and ending on May 31, 2030. The base rate during the lease extension shall be increased to \$1,450 per year, adjusted annually by the Consumer Price Index for all Urban Consumers. The first Base Rate payment is due on June 1, 2025, as well as a \$200 administrative fee per year.

The lease agreement states that the tenant shall be solely responsible to maintain the leased area and outdoor seating installations at its own cost and open to the general public at all times. Additionally, the tenant must maintain the Leased Area in a first class, clean, safe, and well-maintained site. The agreement also contains provisions which require the business to indemnify and hold the City harmless for any claims or liabilities and the business shall provide evidence of insurance which names the City as additional insured.



EXECUTIVE SUMMARY AND MEMORANDUM



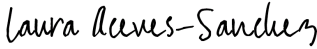


**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM


Signature Page

Prepared By:

DocuSigned by:

D4E839D504AA420...


Laura Aceves-Sanchez, Program Manager

Department Approval:

DocuSigned by:

1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

DocuSigned by:

E7A573BA25E3460...

Jeremy J Romer, Corporation Counsel

**SECOND AMENDMENT TO
LEASE AGREEMENT DATED JUNE 1, 2020
BETWEEN THE CITY OF DEARBORN AND
FLEX HOLDINGS, LLC**

**PREMISES: W 40 FT OF LOT 16
DETROIT ARSENAL GROUNDS DEARBORN
TAX ID NO: 82-09-221-09-006**

This Second Amendment to Lease Agreement is entered into this _____ day of _____, 2025, by and between the CITY OF DEARBORN, a Michigan Municipal Corporation ("Landlord"), whose address is 16901 Michigan Avenue, Dearborn, MI 48126, and FLEX HOLDINGS, LLC, a Michigan Limited Liability Company ("Tenant"), whose address is 24530 Ford Road, Dearborn Heights, MI 48127, to set forth certain amendments to the original Lease Agreement dated June 1, 2020 ("Lease Agreement").

Now, therefore, Landlord and Tenant mutually agree to amend the Lease Agreement, as follows:

1. The Lease Term shall be extended five (5) years, commencing on June 1, 2025 and ending on May 31, 2030.
2. The Base Rate during this Lease extension, commencing on June 1, 2025 and ending on May 31, 2030, shall be increased to One Thousand Four Hundred Fifty Dollars (\$1,450.00) per year. The first Base Rent payment is due on June 1, 2025. Thereafter, Tenant shall pay Base Rent annually to Landlord, by Automatic Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date.
3. This Second Amendment to Lease Agreement is subject to Dearborn City Council approval.

All other terms and conditions contained in the Lease Agreement dated June 1, 2020 (attached hereto as Exhibit A) and the First Amendment to Lease Agreement dated March 1, 2021 (attached hereto as Exhibit B) 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.

LANDLORD:

CITY OF DEARBORN

By: Abdullah H. Hammoud
 Mayor, City of Dearborn
 As authorized by CR_____

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

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

TENANT:

FLEX HOLDINGS, LLC

BY: SAM ABBAS
Its President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the ____ day of _____, 2025, before me appeared SAM ABBAS, to me personally known who, being sworn by me, did say that he is the President of FLEX HOLDINGS, LLC, and that said instrument was signed on behalf of FLEX HOLDINGS, LLC, and said SAM ABBAS acknowledged said instrument to be the free act and deed of FLEX HOLDINGS, LLC.

Notary Public, Wayne County, MI
My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2025

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

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

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Vicky Karakula PHONE (A/C, H/O, B/O): (248) 853-0930 FAX (A/C, H/O): (248) 853-1512 EMAIL ADDRESS: vkarakula@alliedinsmgr.com INSURER(S) AFFORDING COVERAGE INSURER A: Accident National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

INSURED Flex Holdings 002 LLC, Afer Concepts LLC 1165 Monroe St. Dearborn MI 48124	
-------------------------------------------------------------------------------------------------------	--

COVERAGES **CERTIFICATE NUMBER:** 25/28 Flex Holdings 2 **REVISION NUMBER:**

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

LINE	TYPE OF INSURANCE	ADDRESS (RSD) (RSD)	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXP. DATE (MM/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCL. Blanket AWP/PCAFOS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N0091PK014668-00	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		N0091PK014668-00	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

3-20-25
 Vicki Karakula
 ALLIED INSURANCE MANAGERS INC.

CERTIFICATE HOLDER

The City of Dearborn 16901 MICHIGAN AVE STE 7 DEARBORN MI 48126	
-----------------------------------------------------------------------------	--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Be...

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made as of June 1, 2020, by and between CITY OF DEARBORN, a Michigan municipal corporation ("Landlord") whose address is 16901 Michigan Avenue, Suite 15, Dearborn, Michigan 48126, and Flex Holdings, LLC, a Michigan limited liability company ("Tenant") whose address is 24530 Ford Rd., Dearborn Hgts., MI 48127.

Background

- A. Landlord owns a parcel of real property in the City of Dearborn, Michigan, as legally described on Exhibit A ("Premises").
- B. Landlord currently owns and maintains the Premises as a public pocket park located in the west Dearborn downtown district.
- C. Tenant owns a building and restaurant business located at 22082 Michigan Avenue, Dearborn, MI ("Restaurant") and wishes to accommodate outdoor seating for its patrons.
- D. Tenant wishes to lease the 16'9" x 38'10" area, approximately 650 sq. ft. on the Premises to utilize as an outdoor seating area for its patrons, subject to all terms and conditions set forth in this Lease.

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

Terms and Conditions

- 1. **LEASE.** Landlord, in consideration for the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the 16'9" x 38'10" area located on the Premises (approximately 650 sq. ft.), depicted in Exhibit B ("Leased Area"), based upon the terms and conditions set forth in this Lease.
- 2. **POSSESSION.** Landlord agrees to deliver non-exclusive possession of the Leased Area on the Lease Commencement Date (defined below).
- 3. **TERM.** The term of this Lease ("Term") shall be for five (5) years. Tenant shall have the option to extend the Term by two (2) five (5) year periods provided the following conditions are met: (a) Tenant is not in default under this Agreement at the time Tenant exercises this option; and (b) Tenant delivers written notice of its intent to exercise this option on or before 180 days prior to the expiration of the current Term; and (c) the parties agree on a Base Rent amount (defined below) for the requested extension.

The Term of the lease shall commence upon June 1, 2020 ("Lease Commencement Date").

- 4. **BASE RENT.** Tenant shall pay to Landlord as base rent ("Base Rent") for the use of the Leased Area the sum of ONE THOUSAND THREE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$1,365.00) per year, adjusted annually by the Consumer Price Index for All Urban Consumers (PCI-U): Selected areas, all items index, Midwest urban; size B/C. The first Base Rent payment is due on June 1, 2020. Thereafter, Tenant shall pay Base Rent annually to Landlord, by Automatic Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date.
- 5. **ADMINISTRATIVE FEE.** Tenant shall pay to Landlord an annual administrative fee ("Administrative Fee") in the amount of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per year. The Administrative Fee shall be paid with the Base Rent, annually by ACH, on the anniversary date of the Lease Commencement Date. Tenant shall be in default if it fails to pay any sums to Landlord when due, including Base Rent and Administrative Fee, and does not cure the default within thirty

(30) days after being notified in writing, specifying the default. A late fee in the amount of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) shall be assessed automatically by Landlord upon any payment in default, to compensate Landlord for the cost and inconvenience associated with such late payment.

6. **REPAIR AND MAINTENANCE.** Tenant shall be solely responsible, at no cost to Landlord, to maintain the Leased Area in a first class condition, at its own cost and expense and must utilize the same contractor as the West Dearborn Downtown Development Authority uses for maintenance. Tenant shall repair and replace the outdoor seating improvements in the Leased Area as necessary to maintain the Leased Area in a first-class, clean, safe, well-maintained site. Without limiting the foregoing, Tenant shall:

- A. remove trash, debris, and litter on a daily basis from the Leased Area;
- B. supply and maintain trash containers, light fixtures, light bulbs, benches, planter boxes, banners, and any other items of streetscape furniture installed on the Leased Area;
- C. maintain, and replace, as necessary, trees, shrubs, and flowers on the Leased Area;
- D. remove snow and ice from the Leased Area;
- E. apply salt for snow and ice on the Leased Area;
- F. cut the grass and maintain the landscaping on the Leased Area;
- G. remove any graffiti from the Leased Area;
- I. pay for all water and utility costs associated with the Leased Area; and
- J. repair and replace, as necessary, the paving materials on the Leased Area.

Tenant shall indemnify and hold Landlord harmless for all liability for acts and omissions arising from these duties.

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

8. **SPECIFICATIONS.**

- A. Tenant agrees to maintain an outdoor seating area on the Leased Area for use in conjunction with the Restaurant and in accordance with all local and state regulations. Tenant agrees to do so at its own cost and expense and in accordance with the terms of this Agreement. Tenant further agrees that the Premises shall be clear of all liens, claims of lien, and any other claim of contractors, laborers, and material suppliers associated with Tenant's outdoor seating area improvements.
- B. Tenant's outdoor seating area on the Leased Area must be in accordance with all approved site plans and necessary permits and all necessary approvals from the Dearborn Planning Commission and Zoning Board of Appeals. Landlord shall enforce its ordinance, rules, regulations, and codes in the same manner as it enforces them generally, and without discrimination in favor or against Tenant.
- C. It is expressly agreed that Landlord makes no warranties that the Leased Area complies with federal, state, or local governmental law or regulations applicable to the Tenant's use. Tenant has fully examined and inspected the Leased Area and accepts the Leased Area "AS IS" in its existing condition with no warranties or any kind concerning the condition of the Leased Area or its use.

9. **PUBLIC USE.** Tenant understands and agrees that the Premises, including the Leased Area, shall, at all times, remain open to the general public. If Tenant wishes to utilize the Premises for a private event and wishes to close the Premises to the general public, Tenant must first obtain a Special Events permit in accordance with the Dearborn Code of Ordinances.

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

11. **INSURANCE.** Tenant shall maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. 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."

The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn

12. **INDEMNIFICATION.** Tenant shall indemnify, save harmless, and defend Landlord, its officials, agents, employees, and representatives against any and all claims, suits, and judgments of every kind and description arising out of the construction and/or maintenance of the outdoor seating area and/or maintenance of the Leased Area, except to the extent that the loss or damage is caused by the gross negligence or intentional acts of Landlord.

13. **ADDITIONAL COVENANTS OF TENANT.** Tenant covenants and agrees during the Term or any thereof that it shall:

- A. Not commit any waste on the Leased Area.
- B. Use and operate the Leased Area in compliance with all existing and future laws, statutes, regulations, rules, and ordinances of all governmental authorities and agencies, with respect to the use and occupancy of the Leased Area including all environmental laws.
- C. Tenant agrees that all such precautions shall be taken so as to protect Landlord's property from damage. At the termination of this Lease, the Leased Area shall be restored by Tenant to its original condition, at Tenant's sole cost, or to a condition satisfactory to Landlord. Tenant is solely responsible for the cost of any repair or removal the outdoor seating area improvements if required by Landlord at the expiration or termination of the Lease term.

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

15. **DEFAULT AND REMEDIES.**

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

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

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

- B. It is agreed that each and every of the rights, remedies, and benefits provided to Landlord by this paragraph #15 shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed at law or equity.
- C. In case suit shall be brought for recovery of possession of the Leased Area or for recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any of the covenants contained herein, the non-prevailing party shall pay to prevailing party all expenses incurred therefor, including reasonable attorney's fees incurred.
- D. The parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever out of or in any connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Area, and/or any claim of injury or damage.
- E. Notwithstanding anything contained herein to the contrary, any default by Tenant which occurs two or more times in any three month period shall constitute a separate and independent default of Tenant.

16. MISCELLANEOUS.

- A. If Tenant holds over after the termination or expiration of this Lease, thereafter at Landlord's option, Tenant shall be deemed a month-to-month tenant, and the Base Rent shall be increased to ONE THOUSAND and 00/100 DOLLARS (\$1,000) per month.
- B. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
- C. Any notice which either party may or is required to give, shall be given as follows:

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

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

If to Tenant at:
Flex Holdings, LLC
24530 Ford Rd.
Dearborn Hgts., MI 48127
Attn.: Sam Abbas

With a copy to:
Flex Holding, LLC
~~23400 Michigan, Suite 501~~
~~Dearborn, MI 48124~~
Attn.: Sam Abbas

1165 Monroe St Suite 200
Dearborn, MI 48124

- D. This Lease shall be governed by the laws of the State of Michigan.
- E. All notices, requests, demands, consents, or other communications including a change in the address for notices in connection with this Lease which are required hereunder to be written, shall be sent by overnight delivery service, hand delivered, certified mail, or return receipt requested, postage prepaid and addressed to such party at the addresses set forth above.

- F. Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between the Tenant, its successors or permitted assigns or the Landlord, its successors and assigns.
- G. Nothing in this Lease shall confer any rights or remedies upon persons other than Landlord and Tenant and each of their respective successors and permitted assigns, nor to confer upon anyone the status of third-party beneficiary of this Lease.
- H. If any one or more of the provisions of this Lease, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and all other application of the provisions and the balance of this Lease shall not be affected.
- I. The covenants, conditions and agreements hereon are binding on their heirs, successors, representatives and assigns of the parties hereto.
- J. This Lease, along with the attached exhibits, shall constitute the entire agreement between the parties and may be amended only by the written instrument duly executed by the parties.
- K. Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises or install or cause to be installed any improvements thereon without the prior written approval of Landlord which may be denied in its sole and absolute discretion. As a condition of any such approval, Landlord shall have the right to impose such limitations to the extent Landlord requires their removal.
- L. Tenant shall not place or cause to be placed or maintain any sign or advertising matter of any kind anywhere within the Premises without Landlord's prior written approval.
- M. Landlord shall not responsible for damage or loss to Tenant's belongings on the Leased Area or on the Premises, whether or not such damage is caused by vehicles or persons on the Premises and/or surrounding areas.
- N. Landlord shall not be liable in the event of any interruption in the supply of any utilities.
- O. Tenant and Tenant's employees and agents shall not solicit business in or on the Premises.
- P. Landlord or Landlord's agent shall have the right to enter upon the Leased Area at all reasonable times to examine same, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and shall be allowed to take all materials into and upon the Premises that may be required therefor.
- Q. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest legal rate from the date due until paid.
- R. Tenant and Landlord have each had the opportunity to consult with counsel regarding this Lease. Therefore, this Lease shall not be construed against either party as the drafter of same.
- S. This Lease is subject to the approval of the Dearborn City Council.
- T. Landlord reserves the right to cancel this Agreement at any time, for any reason, provided Landlord gives Tenant thirty (30) days notice.

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

BY: John B. O'Reilly, Jr.
Mayor, City of Dearborn
As authorized by CR 6-196-20

DAVID J. NORWOOD
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 19, 2020
ACTING IN COUNTY OF Wayne

David J. Nowak
DAVID J. NOWAK
Notary Public, Wayne County, MI
My Commission expires: 12/19/2020

6

7

EXHIBIT A

W 40 ft of Lot 16 Detroit Arsenal Grounds Dearborn

Tax ID # 82-09-221-09-006

Exhibit B



6-196-20. WHEREAS: Council Resolution 2-68-15 was adopted, authorizing the City to enter into a lease agreement with Flex Holdings, LLC which owns the building located at 22062 Michigan Avenue and the business, Brome Artisan Hamburger restaurant, and

WHEREAS: The lease allowed for Brome to install outdoor seating on 650 sq. ft. of the 6,640 sq. ft. west downtown pocket park (map attached), and

WHEREAS: The lease was a five-year lease which expired on March 22, 2020, and

WHEREAS: The lease provided for three, five-year renewals if the parties could agree on a base rent amount for the requested extension, and

WHEREAS: Sam Abbas, on behalf of Flex Holdings, LLC, has requested to renew the lease for an additional 5-year term, and

WHEREAS: Pursuant to the expired lease, Mr. Abbas was paying \$1,000/yr. for use of 650 sq. ft. of the park and paid \$200/yr. administration fee. He also paid 100% of the maintenance costs for the entire pocket park, as billed by the WDDDA's contractor, and

WHEREAS: Mr. Abbas has requested to renew a lease agreement, but has requested to pay for a proportional percentage of the maintenance costs, rather than footing the whole bill, and

WHEREAS: Currently, the businesses that have frontage on Michigan Avenue on the south side of Michigan Avenue at West Village Commons are paying \$2.10/sq. ft. for outdoor seating in the plaza area, and

WHEREAS: It is recommended that the lease with Flex Holdings, LLC be renewed for a 5-year period, beginning July 1, 2020, under the following terms:

- 5-year term.
- Current lease:
 - Rent: \$1,000/yr. for 650 sq. ft.
 - Term: 3/23/15 - 3/22/20
 - Admin. Fee: \$200/yr.
 - Flex was responsible for payment of the maintenance of entire pocket park.
 - Flex paid property taxes for 650 sq. ft.
- Proposed lease renewal:
 - Rent: \$1,365/yr. for 650 sq. ft.,
adjusted annually by CPI
 - Term: 7/1/20 - 6/30/25
 - Admin. Fee: \$200/yr.
 - Flex will be responsible for payment of the maintenance of his pro rata share of maintenance costs (10.22%).
 - Flex will pay property taxes for 650 sq. ft.

and

WHEREAS: It is also recommended that the Mayor be authorized to execute a lease agreement with Flex Holdings, LLC to memorialize the transaction, subject to the review and approval of Corporation Counsel; therefore be it

RESOLVED: That this Council does hereby approve a lease agreement with Flex Holdings, LLC to lease 650 sq. ft. of the pocket park in the west downtown for \$1,365/yr., adjusted annually by the CPI, from 7/1/20 - 6/30/25, plus \$200/yr. administrative fee, plus Flex will be responsible for payment of the pro rata share of maintenance costs and pro rata share of property taxes; be it further

RESOLVED: That the Mayor is hereby authorized to execute a lease agreement to memorialize the lease agreement, subject to the review and approval of Corporation Counsel.

The resolution was unanimously adopted.

EXHIBIT B

**LEASE AMENDMENT
BETWEEN THE CITY OF DEARBORN AND
FLEX HOLDINGS, LLC**

LEASE AGREEMENT DATED JUNE 1, 2020

LEASE AMENDMENT #1

This Lease Amendment #1 (referred to as "Amendment #1") is entered into as of March 1, 2021, by and between the City of Dearborn (referred to as the "City" or the "Landlord") and Flex Holdings, LLC (referred to as "Flex" or the "Tenant") to incorporate agreed-upon amendments to the original Lease Agreement (referred to as "Lease Agreement"), dated June 1, 2020, pursuant to Section 16(J) and Section 16(K) of the Lease Agreement.

Tenant has requested permission to install an awning that has openings on all sides and some removable panels for wind protection. Council Resolution #2-87-21 approved such request and authorized permission to install an awning, subject to conditions.

The City and Flex mutually agree to amend the Lease Agreement, as follows:

1. On page 2 of the Lease Agreement, Section 8(B) entitled "*Specifications*," shall be amended to reflect the following terms:

Tenant's outdoor seating area on the Leased Area must be in accordance with all approved site plans and necessary permits and all necessary approvals from the Dearborn Planning Commission and Zoning Board of Appeals. Tenant has received permission to install an awning, so long as all necessary permits and approvals are obtained and so long as the Leased Area remains open to the general public. Tenant shall install a sign, at its sole cost and expense, which indicates that the area underneath the awning is open to the public. All necessary permits and approvals must be obtained and the site, content, and location of the sign must be approved by the Mayor for the City of Dearborn. Landlord shall enforce its ordinance, rules, regulations, and codes in the same manner as it enforces them generally, and without discrimination in favor or against Tenant.

2. On page 2 of the Lease Agreement, Section 9 entitled "*Public Use*", shall be amended to reflect the following terms:

Tenant understands and agrees that the Premises, including the Leased Area, and the area underneath the approved awning, shall, at all times, remain open to the general public. If Tenant wishes to utilize the Premises for a private event and wishes to close the Premises to the general public, Tenant must first obtain a Special Events permit in accordance with the Dearborn Code of Ordinances.

3. On page 5 of the Lease Agreement, Section 16(L) entitled "*Miscellaneous*," shall be amended to add the following terms:


Tenant shall not place or cause to be placed or maintain any sign or advertising matter of any kind anywhere within the Premises without Landlord's prior written approval. Landlord has approved Tenant's request to install an awning, conditioned upon the installation of a sign, at Tenant's sole cost and expense, which indicates that the area underneath the awning is open to the public. All necessary permits and approvals must be obtained, and the site, content, and location of the sign must be approved by the Mayor for the City of Dearborn.

4. All other terms and conditions contained in the Lease Agreement (attached hereto as Exhibit A) not specifically modified by this Amendment #1 shall remain in full force and effect. Tenant agrees to comply with all terms and conditions contained in Dearborn CR #2-87-21 (attached hereto as Exhibit B).

THIS SPACE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto make and execute this Lease Amendment #1 as of the date first above written, and ratify it on the date signed below.


CITY OF DEARBORN
Landlord


By: Mayor John B. O'Reilly, Jr.
As authorized by CR: 2-87-21


STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the 25th day of MARCH, 2021, before me appeared JOHN B. O'REILLY, JR. to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn by authority of CR #2-87-21, and said John B. O'Reilly, Jr. acknowledged said instrument to be the free act and deed of the City of Dearborn.

DAVID J. NORWOOD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires December 19, 2027
Acting in the County of Wayne


DAVID J. NORWOOD
Notary Public, Wayne County, MI
My Commission expires: 12/19/2027

FLEX HOLDINGS, LLC
Tenant


By: Sam Abbas
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the 9th day of March, 2021, before me appeared SAM ABBAS, to me personally known who, being sworn by me, did say that he is the President of Flex Holdings, LLC, and that said instrument was signed on behalf of the Flex Holdings, LLC, and said SAM ABBAS acknowledged said instrument to be the free act and deed of Flex Holdings, LLC.

DANIELLE FARAJ
Notary Public, State of Michigan
County of Wayne
My Commission Expires 11/2/25
Acting in the County of Wayne

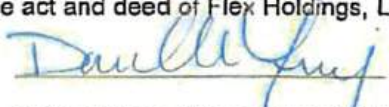

Notary Public, Wayne County, MI
My Commission expires:

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made as of June 1, 2020, by and between CITY OF DEARBORN, a Michigan municipal corporation ("Landlord") whose address is 16901 Michigan Avenue, Suite 15, Dearborn, Michigan 48128, and Fox Holdings, LLC, a Michigan limited liability company ("Tenant") whose address is 24630 Ford Rd, Dearborn Hgts., MI 48127.

Background

A. Landlord owns a parcel of real property in the City of Dearborn, Michigan, as legally described on Exhibit A ("Premises").

B. Landlord currently owns and maintains the Premises as a public pocket park located in the west Dearborn downtown district.

C. Tenant owns a building and restaurant business located at 22082 Michigan Avenue, Dearborn, MI ("Restaurant") and wishes to accommodate outdoor seating for its patrons.

D. Tenant wishes to lease the 16'9" x 38'10" area, approximately 650 sq. ft. on the Premises to utilize as an outdoor seating area for its patrons, subject to all terms and conditions set forth in this Lease.

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

Terms and Conditions

1. **LEASE.** Landlord, in consideration for the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the 16'9" x 38'10" area located on the Premises (approximately 650 sq. ft.), depicted in Exhibit B ("Leased Area"), based upon the terms and conditions set forth in this Lease.

2. **POSSESSION.** Landlord agrees to deliver non-exclusive possession of the Leased Area on the Lease Commencement Date (defined below).

3. **TERM.** The term of this Lease ("Term") shall be for five (5) years. Tenant shall have the option to extend the Term by two (2) five (5) year periods provided the following conditions are met: (a) Tenant is not in default under the Agreement at the time Tenant exercises this option; and (b) Tenant delivers written notice of its intent to exercise this option on or before 180 days prior to the expiration of the current Term; and (c) the parties agree on a Base Rent amount (defined below) for the requested extension.

The Term of the lease shall commence upon June 1, 2020 ("Lease Commencement Date").

4. **BASE RENT.** Tenant shall pay to Landlord as base rent ("Base Rent") for the use of the Leased Area the sum of ONE THOUSAND THREE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$1,365.00) per year, adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, published by BLS. The first Base Rent payment is due on June 1, 2020. Thereafter, Tenant shall pay Base Rent annually to Landlord, by Automated Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date.

5. **ADMINISTRATIVE FEE.** Tenant shall pay to Landlord an annual administrative fee ("Administrative Fee") in the amount of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per year. The Administrative Fee shall be paid with the Base Rent, annually by ACH, on the anniversary date of the Lease Commencement Date. Tenant shall be in default if it fails to pay any sums to Landlord when due, including Base Rent and Administrative Fee, and does not cure the default within thirty

(30) days after being notified in writing, specifying the default. A late fee in the amount of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) shall be assessed automatically by Landlord upon any payment in default, to compensate Landlord for the cost and inconvenience associated with such late payment.

6. **REPAIR AND MAINTENANCE.** Tenant shall be solely responsible, at no cost to Landlord, to maintain the Leased Area in a first class condition, at its own cost and expense and must utilize the same contractor as the West Dearborn Downtown Development Authority uses for maintenance. Tenant shall repair and replace the outdoor seating improvements in the Leased Area as necessary to maintain the Leased Area in a first-class, clean, safe, well-maintained site. Without limiting the foregoing, Tenant shall:

- A. remove trash, debris, and litter on a daily basis from the Leased Area;
- B. supply and maintain trash containers, light fixtures, light bulbs, benches, planter boxes, banners, and any other items of streetscape furniture installed on the Leased Area;
- C. maintain, and replace, as necessary, trees, shrubs, and flowers on the Leased Area;
- D. remove snow and ice from the Leased Area;
- E. apply salt for snow and ice on the Leased Area;
- F. cut the grass and maintain the landscaping on the Leased Area;
- G. remove any graffiti from the Leased Area;
- I. pay for all water and utility costs associated with the Leased Area; and
- J. repair and replace, as necessary, the paving materials on the Leased Area.

Tenant shall indemnify and hold Landlord harmless for all liability for acts and omissions arising from these duties.

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

8. **SPECIFICATIONS.**

- A. Tenant agrees to maintain an outdoor seating area on the Leased Area for use in conjunction with the Restaurant and in accordance with all local and state regulations. Tenant agrees to do so at its own cost and expense and in accordance with the terms of this Agreement. Tenant further agrees that the Premises shall be clear of all liens, claims of lien, and any other claim of contractors, laborers, and material suppliers associated with Tenant's outdoor seating area improvements.
- B. Tenant's outdoor seating area on the Leased Area must be in accordance with all approved site plans and necessary permits and all necessary approvals from the Dearborn Planning Commission and Zoning Board of Appeals. Landlord shall enforce its ordinance, rules, regulations, and codes in the same manner as it enforces them generally, and without discrimination in favor or against Tenant.
- C. It is expressly agreed that Landlord makes no warranties that the Leased Area complies with federal, state, or local governmental law or regulations applicable to the Tenant's use. Tenant has fully examined and inspected the Leased Area and accepts the Leased Area "AS IS" in its existing condition with no warranties or any kind concerning the condition of the Leased Area or its use.

9. **PUBLIC USE.** Tenant understands and agrees that the Premises, including the Leased Area, shall, at all times, remain open to the general public. If Tenant wishes to utilize the Premises for a private event and wishes to close the Premises to the general public, Tenant must first obtain a Special Events permit in accordance with the Dearborn Code of Ordinances.

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

11. **INSURANCE.** Tenant shall maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. 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."

The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn

12. **INDEMNIFICATION.** Tenant shall indemnify, save harmless, and defend Landlord, its officials, agents, employees, and representatives against any and all claims, suits, and judgments of every kind and description arising out of the construction and/or maintenance of the outdoor seating area and/or maintenance of the Leased Area, except to the extent that the loss or damage is caused by the gross negligence or intentional acts of Landlord.

13. **ADDITIONAL COVENANTS OF TENANT.** Tenant covenants and agrees during the Term or any thereof that it shall:

- A. Not commit any waste on the Leased Area.
- B. Use and operate the Leased Area in compliance with all existing and future laws, statutes, regulations, rules, and ordinances of all governmental authorities and agencies, with respect to the use and occupancy of the Leased Area including all environmental laws.
- C. Tenant agrees that all such precautions shall be taken so as to protect Landlord's property from damage. At the termination of this Lease, the Leased Area shall be restored by Tenant to its original condition, at Tenant's sole cost, or to a condition satisfactory to Landlord. Tenant is solely responsible for the cost of any repair or removal the outdoor seating area improvements if required by Landlord at the expiration or termination of the Lease term.

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

15. **DEFAULT AND REMEDIES.**

- A. If the Tenant shall at any time during the Term or any extension thereof:
 - (i) default in the payment of the Base Rent, Administrative Fee, Repair and Maintenance, and/or Taxes, or any other payment required under this Lease when due;
 - (ii) default in the performance of any of the conditions, terms, provision, and covenants of any other term or condition of this Lease and fail to cure such default within thirty (30) days after receipt of written notice of such failure;
 - (iii) be dissolved, adjudged a bankrupt, make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed in any action, suit, or proceedings by or against the Tenant; or
 - (iv) permit or suffer the interest of the Tenant in the Leased Area to be sold under execution or other legal process;

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

- B. It is agreed that each and every of the rights, remedies, and benefits provided to Landlord by this paragraph #15 shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed at law or equity.
- C. In case suit shall be brought for recovery of possession of the Leased Area or for recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any of the covenants contained herein, the non-prevailing party shall pay to prevailing party all expenses incurred therefor, including reasonable attorney's fees incurred.
- D. The parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever out of or in any connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Area, and/or any claim of injury or damage.
- E. Notwithstanding anything contained herein to the contrary, any default by Tenant which occurs two or more times in any three month period shall constitute a separate and independent default of Tenant.

16. MISCELLANEOUS.

- A. If Tenant holds over after the termination or expiration of this Lease, thereafter at Landlord's option, Tenant shall be deemed a month-to-month tenant, and the Base Rent shall be increased to ONE THOUSAND and 00/100 DOLLARS (\$1,000) per month.
- B. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
- C. Any notice which either party may or is required to give, shall be given as follows:

If to Landlord at:
City of Dearborn
16901 Michigan Avenue, Suite 16
Dearborn, MI 48126
Attn.: Economic and Community Development Director

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

If to Tenant at:
Flex Holdings, LLC
24530 Ford Rd.
Dearborn Hqts., MI 48127
Attn.: Sam Abbas

With a copy to:
Flex Holding, LLC
~~29400 Michigan, Suite 501~~
~~Dearborn, MI 48124~~
Attn.: Sam Abbas

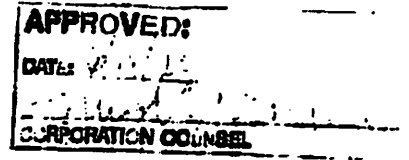
1165 Monroe St Suite 200
Dearborn, MI 48124

- D. This Lease shall be governed by the laws of the State of Michigan.
- E. All notices, requests, demands, consents, or other communications including a change in the address for notices in connection with this Lease which are required hereunder to be written, shall be sent by overnight delivery service, hand delivered, certified mail, or return receipt requested, postage prepaid and addressed to such party at the addresses set forth above.

- F. Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between the Tenant, its successors or permitted assigns or the Landlord, its successors and assigns.
- G. Nothing in this Lease shall confer any rights or remedies upon persons other than Landlord and Tenant and each of their respective successors and permitted assigns, nor to confer upon anyone the status of third-party beneficiary of this Lease.
- H. If any one or more of the provisions of this Lease, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and all other application of the provisions and the balance of this Lease shall not be affected.
- I. The covenants, conditions and agreements hereon are binding on their heirs, successors, representatives and assigns of the parties hereto.
- J. This Lease, along with the attached exhibits, shall constitute the entire agreement between the parties and may be amended only by the written instrument duly executed by the parties.
- K. Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises or install or cause to be installed any improvements thereon without the prior written approval of Landlord which may be denied in its sole and absolute discretion. As a condition of any such approval, Landlord shall have the right to impose such limitations to the extent Landlord requires their removal.
- L. Tenant shall not place or cause to be placed or maintain any sign or advertising matter of any kind anywhere within the Premises without Landlord's prior written approval.
- M. Landlord shall not responsible for damage or loss to Tenant's belongings on the Leased Area or on the Premises, whether or not such damage is caused by vehicles or persons on the Premises and/or surrounding areas.
- N. Landlord shall not be liable in the event of any interruption in the supply of any utilities.
- O. Tenant and Tenant's employees and agents shall not solicit business in or on the Premises.
- P. Landlord or Landlord's agent shall have the right to enter upon the Leased Area at all reasonable times to examine same, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and shall be allowed to take all materials into and upon the Premises that may be required therefor.
- Q. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest legal rate from the date due until paid.
- R. Tenant and Landlord have each had the opportunity to consult with counsel regarding this Lease. Therefore, this Lease shall not be construed against either party as the drafter of same.
- S. This Lease is subject to the approval of the Dearborn City Council.
- T. Landlord reserves the right to cancel this Agreement at any time, for any reason, provided Landlord gives Tenant thirty (30) days notice.

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

CITY OF DEARBORN
Landlord



By: JOHN B. O'REILLY, JR.
Mayor, City of Dearborn
As authorized by CR 6-198-20

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On the ____ day of _____, 2020, before me appeared JOHN B. O'REILLY, JR., to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn by authority of CR 6-198-20, and said JOHN B. O'REILLY, JR. acknowledged said instrument to be the free act and deed of the City of Dearborn.

DAVID J. KOSKOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 13, 2020
ACTING IN COUNTY OF

Notary Public, Wayne County, MI
My Commission expires:

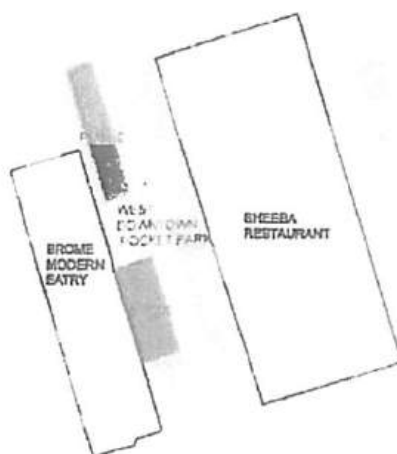
FLEX HOLDINGS, LLC
Tenant

EXHIBIT A

W 40 ft of Lot 18 Detroit Arsenal Grounds Dearborn

Tax ID # 82-09-221-08-008

Exhibit B



6-196-20. WHEREAS: Council Resolution 2-68-15 was adopted, authorizing the City to enter into a lease agreement with Flex Holdings, LLC which owns the building located at 22062 Michigan Avenue and the business, Brome Artisan Hamburger restaurant, and

WHEREAS: The lease allowed for Brome to install outdoor seating on 650 sq. ft. of the 6,640 sq. ft. west downtown pocket park (map attached), and

WHEREAS: The lease was a five-year lease which expired on March 22, 2020, and

WHEREAS: The lease provided for three, five-year renewals if the parties could agree on a base rent amount for the requested extension, and

WHEREAS: Sam Abbas, on behalf of Flex Holdings, LLC, has requested to renew the lease for an additional 5-year term, and

WHEREAS: Pursuant to the expired lease, Mr. Abbas was paying \$1,000/yr. for use of 650 sq. ft. of the park and paid \$200/yr. administration fee. He also paid 100% of the maintenance costs for the entire pocket park, as billed by the WDDDA's contractor, and

WHEREAS: Mr. Abbas has requested to renew a lease agreement, but has requested to pay for a proportional percentage of the maintenance costs, rather than footing the whole bill, and

WHEREAS: Currently, the businesses that have frontage on Michigan Avenue on the south side of Michigan Avenue at West Village Commons are paying \$2.10/sq. ft. for outdoor seating in the plaza area, and

WHEREAS: It is recommended that the lease with Flex Holdings, LLC be renewed for a 5-year period, beginning July 1, 2020, under the following terms:

- 5-year term.
- Current lease:
 - Rent: \$1,000/yr. for 650 sq. ft.
 - Term: 3/23/15 - 3/22/20
 - Admin. Fee: \$200/yr.
 - Flex was responsible for payment of the maintenance of entire pocket park.
 - Flex paid property taxes for 650 sq. ft.
- Proposed lease renewal:
 - Rent: \$1,365/yr. for 650 sq. ft.,
adjusted annually by CPI
 - Term: 7/1/20 - 6/30/25
 - Admin. Fee: \$200/yr.
 - Flex will be responsible for payment of the maintenance of his pro rata share of maintenance costs (10.22%).
 - Flex will pay property taxes for 650 sq. ft.

and

WHEREAS: It is also recommended that the Mayor be authorized to execute a lease agreement with Flex Holdings, LLC to memorialize the transaction, subject to the review and approval of Corporation Counsel; therefore be it

RESOLVED: That this Council does hereby approve a lease agreement with Flex Holdings, LLC to lease 650 sq. ft. of the pocket park in the west downtown for \$1,365/yr., adjusted annually by the CPI, from 7/1/20 - 6/30/25, plus \$200/yr. administrative fee, plus Flex will be responsible for payment of the pro rata share of maintenance costs and pro rata share of property taxes; be it further

RESOLVED: That the Mayor is hereby authorized to execute a lease agreement to memorialize the lease agreement, subject to the review and approval of Corporation Counsel.

The resolution was unanimously adopted.

EXHIBIT B

By Herrick supported by Byrnes.

2-87-21. WHEREAS: Council Resolution 2-68-15 was adopted, authorizing the City to enter into a lease agreement with Flex Holdings, LLC which owns the building located at 22062 Michigan Avenue and the business, Brome Artisan Hamburger restaurant, and

WHEREAS: The lease allowed for Brome to install outdoor seating on 650 sq. ft. of the 6,640 sq. ft. west downtown pocket park, and

WHEREAS: The lease was a five-year lease which expired on March 22, 2020, and

WHEREAS: Council Resolution 6-196-20 was adopted which renewed the lease with Flex Holdings, LLC for an additional five years, at a rate of \$1,365 per year, adjusted annually by the Consumer Price Index, and

WHEREAS: The current lease prohibits any alterations, additions, or improvements to the leased area without prior written approval by the City and requires the leased area to remain open to the general public, and

WHEREAS: Sam Abbas, on behalf of Flex Holdings, LLC, has submitted a request to install an awning that has openings on all sides and some panels for wind protection, and

WHEREAS: According to Mr. Abbas, the purpose of the awning is to give patrons more options for dining with some added protection against the outside elements, and

WHEREAS: No foundation work or footings are necessary for the installation of the awning, and

WHEREAS: It is recommended that the request of Flex Holdings, LLC to amend the current lease agreement to permit the installation of an awning in the leased area be approved, subject to Flex Holdings, LLC obtaining all necessary permits and approvals; therefore be it

RESOLVED: That the request of Sam Abbas on behalf of Flex Holdings, LLC to amend the current outdoor seating lease agreement with the City be approved to permit the installation of an awning; be it further

RESOLVED: That the approval is conditioned upon the area remaining open to the public; be it further

RESOLVED: That Flex Holdings, LLC must install a sign, at its sole cost and expense, which indicates that the area under the awning is open to the public; be it further

RESOLVED: That all necessary permits and approvals must be obtained and the size, content, and location of the sign are subject to the Mayor's approval; be it further

RESOLVED: That the Mayor is authorized to execute documents necessary to memorialize the lease amendment, subject to review and approval of Corporation Counsel; be it further

RESOLVED: That all other terms and conditions contained in the Lease Agreement shall remain in full force and effect; be it further

RESOLVED: That this resolution is given immediate effect.

The resolution was adopted as follows: Yes: Abraham, Byrnes, Dabaja, Herrick, O'Donnell and Sareini (6). No: None. Absent: Bazy (1).



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Request for parking spot closures, street closures, and waiving of the noise ordinance for the Summer Festivities for both East and West Downtown Development Authorities.

DEPARTMENT: Economic Development Department, West Dearborn Downtown Development Authority (WDDDA) and East Dearborn Downtown Development Authority (EDDDA)

BRIEF DESCRIPTION: The WDDDA respectfully requests the following for the Dearborn Summer Market: the closure of West Village Drive between the East and West Parking Decks adjacent to Peace Park West, and the closure of the basement levels of both the East and West Parking Decks for vendor parking, from 7:00 AM to 10:00 PM on the following dates:

- June 13, 2025
- July 11, 2025
- August 8, 2025
- August 22, 2025 (*Rain Date - to be utilized only in the event of a cancellation of a previous market day due to weather or environmental factors*).

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

The EDDDA requests for City Council to waive the noise ordinance during the Downtown Dearborn Movie Nights in Peace Park East on the dates below:

- June 26, 2025
- July 24, 2025
- August 21, 2025

In the event of weather-related cancellations on any of the aforementioned dates, the EDDDA further requests that the City Council extend the noise ordinance waiver to any necessary rescheduled dates throughout the season.

PRIOR COUNCIL ACTION:

City Council has approved the annual street closures, parking lot closures, and waiving of the noise ordinance for summer festivities within the WDDDA & EDDDA for the last six years.



EXECUTIVE SUMMARY AND MEMORANDUM

BACKGROUND:

For the past six years, the WDDDA has successfully organized the Dearborn Summer Market, an event that fosters community engagement by attracting residents and visitors to support local entrepreneurs and small businesses. The market promotes local shopping and community impact by featuring quality artisans, entertainment, non-profit and community organizations, and family-friendly activities. This year's market will showcase a diverse array of vendors offering artisan baked goods, soaps, woodworking, pottery, jewelry, plants, and other goods.

The 2025 Dearborn Summer Market will take place on Fridays from 4:00 PM to 8:00 PM on June 13th, July 11th, and August 8th, with August 22nd reserved as a rain date. Each market day will feature vendors, family-friendly activities (such as face painting and balloon twisting), music, and youth learning opportunities.

The Downtown Dearborn Movie Nights, a popular event previously held in both the EDDDA and WDDDA over the last six years, will return to the newly renovated Peace Park East in 2025. Hosted by the EDDDA, the movie nights are scheduled for June 26th, July 24th, and August 21st, with additional rain dates planned throughout the season as needed. The 2023 event at Peace Park East drew hundreds of attendees, and with community-voted films for 2025 (Mufasa, Despicable Me 4, and Sonic 3) and expanded food and beverage options, a successful season is anticipated.

The Police Department, Fire Department, and Department of Public Works have approved the event site plans, including necessary street closures for the Dearborn Summer Market. Police detail will be present at all Market and Movie Night events, and a litter crew will ensure post-event cleanup for all summer festivities.

FISCAL IMPACT:

Funding for both the Dearborn Summer Market and the Downtown Dearborn Movies is allocated through the respective West and East Dearborn Downtown Development Authority budgets, each subject to annual City Council approval.



EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT:

- These yearly summer events actively contribute to a more vital and vibrant community.
- The events drive increased customer traffic to businesses located within the West and East DDDA areas.
- Attracts varied visitors to Dearborn

IMPLEMENTATION TIMELINE:

Immediate effect is requested to begin planning for the summer events season beginning June 2025 until August 2025.

COMPLIANCE/PERFORMANCE METRICS:

DDDA staff annually evaluates event performance using metrics such as audience reach, attendance, sponsorships, social media engagement, news media coverage, and community surveys to ensure events are impactful and align with DDDA's vision, goals, and strategies.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

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

VIA: Jordan Twardy, Director, Economic Development

SUBJECT: Dearborn Summer Market Street Closures

DATE: May 7, 2024

Budget Information

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

Summary of Request

The WDDDA respectfully requests the following for the Dearborn Summer Market: the closure of West Village Drive between the East and West Parking Decks adjacent to Peace Park West, and the closure of the basement levels of both the East and West Parking Decks for vendor parking, from 7:00 AM to 10:00 PM on the following dates:

- June 13, 2025
- July 11, 2025
- August 8, 2025
- August 22, 2025 (*Rain Date - to be utilized only in the event of a cancellation of a previous market day due to weather or environmental factors*).

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

The EDDDA requests for City Council to waive the noise ordinance during the Downtown Dearborn Movie Nights in Peace Park East on the dates below:

- June 26, 2025
- July 24, 2025



EXECUTIVE SUMMARY AND MEMORANDUM

- August 21, 2025

In the event of weather-related cancellations on any of the aforementioned dates, the EDDDA further requests that the City Council extend the noise ordinance waiver to any necessary rescheduled dates throughout the season.

Background and Justification

For the past six years, the WDDDA has successfully organized the Dearborn Summer Market, an event that fosters community engagement by attracting residents and visitors to support local entrepreneurs and small businesses. The market promotes local shopping and community impact by featuring quality artisans, entertainment, non-profit and community organizations, and family-friendly activities. This year's market will showcase a diverse array of vendors offering artisan baked goods, soaps, woodworking, pottery, jewelry, plants, and other goods.

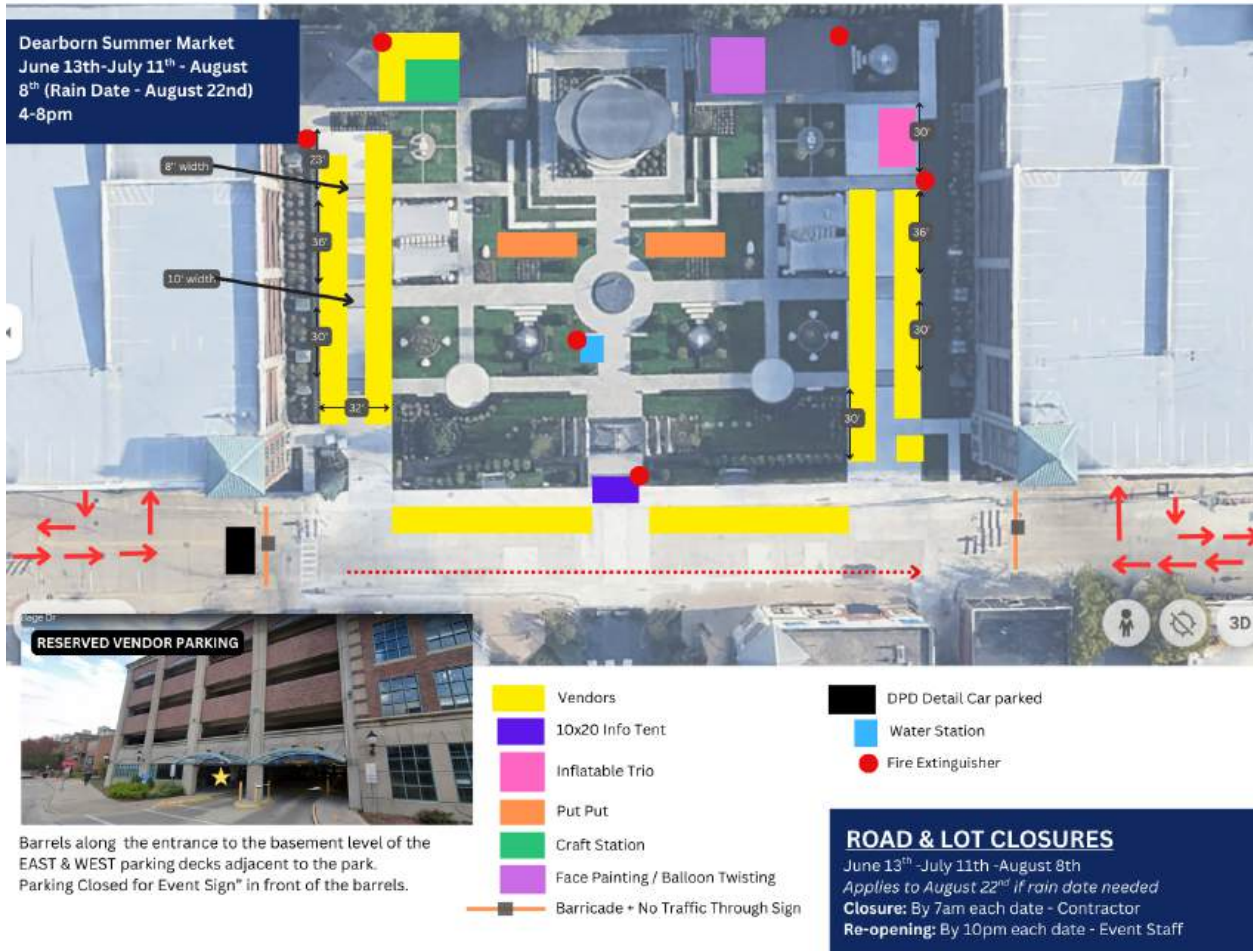
The 2025 Dearborn Summer Market will take place on Fridays from 4:00 PM to 8:00 PM on June 13th, July 11th, and August 8th, with August 22nd reserved as a rain date. Each market day will feature vendors, family-friendly activities (such as face painting and balloon twisting), music, and youth learning opportunities.

The Downtown Dearborn Movie Nights, a popular event previously held in both the EDDDA and WDDDA over the last six years, will return to the newly renovated Peace Park East in 2025. Hosted by the EDDDA, the movie nights are scheduled for June 26th, July 24th, and August 21st, with additional rain dates planned throughout the season as needed. The 2023 event at Peace Park East drew hundreds of attendees, and with community-voted films for 2025 (Mufasa, Despicable Me 4, and Sonic 3) and expanded food and beverage options, a successful season is anticipated.

The Police Department, Fire Department, and Department of Public Works have approved the event site plans, including necessary street closures for the Dearborn Summer Market. Police detail will be present at all Market and Movie Night events, and a litter crew will ensure post-event cleanup for all summer festivities.



Site Plan - Dearborn Summer Market





EXECUTIVE SUMMARY AND MEMORANDUM

Site Plan - Downtown Dearborn Movies





**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Laura Aceves-Sanchez
D4E839D504AA420...

Laura Aceves-Sanchez, Economic Vitality Manager

Department Approval:

DocuSigned by:
Jordan Twardy
1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

DocuSigned by:
Tim Hawkins
35BABC5BED3455...

Tim Hawkins, Public Works Director

DocuSigned by:
Issa Shahin
1053E1C7585A436...

Chief Issa Shahin, Dearborn Police Department

DocuSigned by:
Joseph Murray
03FD550B1D2F4D0...

Chief Joseph Murray, Dearborn Fire Department

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy J Romer, Corporation Counsel



REQUEST: Award for Approved SOQ Vendor List for Front Step Front Porch Replacement Program

DEPARTMENT: Economic Development, in conjunction with Purchasing

BRIEF DESCRIPTION: The Purchasing Department posted a Statement of Qualifications (SOQ) for qualified vendors to be added to a City list to perform Front Step Front Porch Replacement. Michigan General Contractors, Olson Cement, and Top Hat Masonry submitted qualifications for these services. This action is to approve the list for five years, while leaving the door open to add qualified vendors, should they arise.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: This program is to repair or replace dangerous front porches or steps on owner-occupied residential properties for both safety and neighborhood appearance. Replacement of these porches will also eliminate potential areas for rat infestations on residential properties.

FISCAL IMPACT:

\$80,000 CDBG (EAST)

\$80,000 GENERAL FUND (WEST)

COMMUNITY IMPACT: This program will eliminate hazardous front steps/porches that pose a safety issue to residents, as well as provide better aesthetics in neighborhoods. This is a first-of-a-kind project where residents can apply to have porches, railings, steps, etc., completed by the City free of charge.

IMPLEMENTATION TIMELINE: The list will remain in effect for 5 years.

COMPLIANCE/PERFORMANCE METRICS: Economic Development, Neighborhood Services will manage this contract.

FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award for Front Step Front Porch Replacement Program
DATE: 4/22/2025

Budget Information

Project:	ARPA70 – Economic Development
Total Approved Project Budget:	\$12,584,639
Available Project Budget:	\$11,345,578
Requested Amount:	\$80,000 (West)
Funding Source:	General Capital Improvement Fund, Economic Development, Capital Project Support, Contractual Services
Supplemental Budget:	N/A

Project:	Z51200 – Housing Rehabilitation Program
Total Approved Project Budget:	\$8,224,185
Available Project Budget:	\$218,614
Requested Amount:	\$80,000 (East)
Funding Source:	Community Development Fund, Economic Development, Grant Administration, Housing Rehabilitation Grants
Supplemental Budget:	N/A

Summary of Request

The Department of Economic Development, in conjunction with Purchasing, recommends the approval of Michigan General Contractors, Olson Cement, and Top Hat Masonry to the Front Step Front Porch Replacement Program contractor list for the City. The value of the contract is not expected to exceed \$160,000 per year, with a 5-year term. The duration shall be for a term of five years. Michigan General Contractors, Olson Cement, and Top Hat Masonry will serve as the sole contractors on the list at this time, but the City reserves the right to add other Vendors to the contractor SOQ list, should Vendors emerge that meet the minimum qualifications. In that case, any individual job that arises will be quoted by each Vendor on that list. The funding request combines our available annual Community Development Block Grant (CDBG) funds with a one-time allocation of funding from the ARPA70 project account. While we receive a new allocation of CDBG funds each year, these funds are limited to CDBG-eligible areas. The one-time allocation from ARPA70 enables us to offer this program citywide for the first year. If the first year is as successful as we anticipate it to be, and as additional funding sources are secured, we will pursue the continuation of citywide programming throughout the 5-year term. At minimum, however, the program will continue within CDBG-eligible areas beyond year 1 for the duration of the contract term.

Immediate effect is requested.

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Background and Justification

This contract will service the porches/ steps that are ultimately chosen by Economic Development. Contractor will be given batches of 5 properties based on individual resident needs and requirements for porch/steps. Applications for the project were accepted in Fall of 2024, and we received unprecedented interest; gathering over 1,400 applications. In the next several months, we are going to focus on the dangerous and unsafe porches/steps, and try to make those repairs right away.

Contractors, Michigan General Contractors, Olson Cement, and Top Hat Masonry, will be responsible for plan review and permit inspections to ensure work complies with building code and City of Dearborn requirements.

Procurement Process

Purchasing solicited bids with process details as follows:

Process: Statement of Qualifications (SOQ)

Issue Date: February 21, 2025

Deadline Date: March 14, 2025

Solicitations Obtained: 46

Bids Received: 3

The bids were evaluated with the assistance of key staff from the Economic Development (ED) Department, and are shown in the following bid summary:

BIDDER	MET QUALIFICATIONS
Michigan General Contractors	Yes
Olson Cement	Yes
Top Hat Masonry	Yes

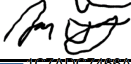
The Vendor was found to meet the qualifications in the SOQ. The procurement process was in accordance with the Procurement Ordinance and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

Prepared By:

Signed by:

 Rosette Fisher, Buyer

Department Approval:

Signed by:

 Jordan Wardy, Director of Economic Development


Budget Approval:

DocuSigned by:

 Michael Kennedy, Finance Director/ Treasurer

Initial


Corporation Counsel Approval:

DocuSigned by:

 Jeremy J. Romer, Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

The Dearborn Country Club is seeking City Council approval of a fireworks show on June 21, 2025. The display will take place at the Country Club, northeast of the club house. Also requesting temporary waiver of the noise ordinance and that the Council gives the Fire Chief authority to set rain dates as needed.

DEPARTMENT:

Fire Department

BRIEF DESCRIPTION:

The Dearborn Country Club will be hosting a firework display for its members on June 21, 2025 at approximately 10:00 p.m., as part of a planned evening event. The launch site will be located northeast of the club house in compliance with NFPA 1126 and will take place on club property under the supervision of a licensed pyrotechnic operator. No rain date is scheduled.

PRIOR COUNCIL ACTION:

This is an annual event, with many prior Council approvals.

BACKGROUND

The Dearborn Country Club is planning to host its annual fireworks display on Friday, June 21, 2025 at approximately 10:00 p.m., as part of an annual evening event. This event has been held successfully in years past and has previously received City Council approval.

FISCAL IMPACT:

None.

COMMUNITY IMPACT:

Recreational activity for the community.

IMPLEMENTATION TIMELINE:

Event planned for June 21, 2025, at approximately 10:00 p.m.

COMPLIANCE/PERFORMANCE METRICS:

Proof of liability insurance provided. Display will comply with NFPA 1123 and NFPA 1126. All operators will be licensed.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Fire Chief Joseph Murray

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Dearborn Country Club Request for Fireworks Display

DATE April 21, 2025

Budget Information

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

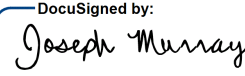
Summary of Request

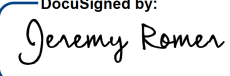
The Dearborn Country Club is seeking City Council approval of a fireworks show on June 21, 2025. The display will take place at the Country Club, northeast of the club house. Also requesting temporary waiver of the noise ordinance and that the Council gives the Fire Chief authority to set rain dates as needed.

Background and Justification

The Dearborn Country Club is planning to host its annual fireworks display on Friday, June 21, 2025 at approximately 10:00 p.m., as part of an annual evening event. This event has been held successfully in years past and has previously received City Council approval.

Signature Page

DocuSigned by:

 03FD550B1D2F4D0...
 Joseph Murray
 Fire Chief

DocuSigned by:

 E7A573BA25E3460...
 Jeremy Romer
 Corporation Counsel



Display Site Safety Outline & Briefing Acknowledgement Form

All personnel on site must review, understand and agree to the following before starting work.

SAFETY IS OF PRIMARY IMPORTANCE

1. No person shall be allowed on the display site under the influence of alcohol. No person shall be allowed on the display site under the influence of any drug, whether prescribed by a physician or not, that may impair the judgment, mobility, or stability of the user. Check with your physician if you are taking any medication that may adversely affect the user during prolonged exposure to heat or exertion.
2. No smoking or smoking materials are allowed on the display site or within 50 feet of any pyrotechnic materials.
3. No unauthorized persons are allowed on the display site once work begins or once pyrotechnic materials have arrived. Authorities Having Jurisdiction, sponsors or their designees must be accompanied by the Operator or an experienced assistant while on the display site. No person under the age of 18 is permitted on the display site when pyrotechnic materials are present.
4. Only authorized vehicles shall be allowed to park within the display site.
5. Check all equipment for damage prior to set-up. If damage is noted, set the equipment aside and alert the Operator. If reasonable and effective repairs cannot be made, the equipment must not be used.
6. Remove all paper and debris from the mortars before loading any devices into the mortars.
7. Inspect all fireworks devices during daylight hours for damaged lift charges, casings, lead fuses or exposure to moisture. Never use a fireworks device that cannot be easily and safely repaired.
8. The Operator shall review and demonstrate the proper way of loading shells into mortars before loading begins. In the case of electric firing, the Operator shall demonstrate how he or she wants the display to be wired and cabled.
9. Never load mortars or attach electric matches inside a vehicle or truck. Never slide, drop or otherwise roughly handle fireworks or cartons containing fireworks.
10. Never drop a shell into a mortar. Ease it in using the lead fuse, electric match leads or an attached lowering cord and do not place your head or any other body parts over the mouth of the mortar during loading and ematching.
11. Place chain fused fireworks devices up wind from non-chain fused devices. When loading aerial shells, be sure to load the shell into a mortar of the proper size.

12. During the display, Spotters must watch for misfires, malfunctions, devices that may return to the ground and any other unsafe situation which may develop during the display. These situations must be reported immediately to the Operator.
13. Following a display, wait a minimum 15 minutes before approaching the discharge area. Check mortars for burning debris. Never reach into a mortar for an unfired shell. Alert the Operator to this situation.
14. Check fall out area for unexploded shells or components. Keep the entire display site clear of the public until this check is complete. Whenever possible, designate an assistant to return early the next day to re-check the display site.

MINIMUM MANDATORY PERSONAL SAFETY EQUIPMENT:

1. Long sleeve shirts, gloves and long pants (cotton, denim, leather or other natural fiber)
2. Hearing protection and safety glasses.
3. Head protection (hard hat)
4. Closed toe shoes
5. Approved personal flotation devices (barge, pier and water shows)

Fireworks Display Emergency Plan

Transportation:

All transportation is conducted in strict compliance with the *Federal Motor Carrier Safety Regulations (FMCSR)*, CFR 49 Part 397, and the emergency notification and response protocols established therein. The driver shall observe all FMCSR requirements in the event of an emergency.

Display site safety protocols:

See Attached Display Site Safety Outline & Briefing Acknowledgement Form.

Display site emergency protocols:

In the event of an emergency, the display operator shall immediately cease firing of the display and, if appropriate, evacuate display staff to a predetermined safe location.

In the event of an emergency, the display operator shall immediately notify the sponsor and shall use such means as predetermined between the sponsor and display operator to notify the attendees of any dangers and evacuation, if necessary.

In the event of an emergency, the display operator shall immediately notify any on site emergency response personnel by such means as predetermined between the on site emergency response personnel and the display operator. In the event that emergency response personnel is not on site, the display operator shall utilize 911 to notify the AHJ and public emergency forces in the event of an emergency requiring such to respond.

Emergency equipment and personnel shall have access to the display site at all times via a route determined by the sponsor, the AHJ and the operator.

Wherever, in the opinion of the AHJ or the operator, any hazardous condition exists, the fireworks display shall be stopped until the condition is corrected.

If, in the opinion of the AHJ or the operator, the lack of crowd control poses a hazard, the fireworks display shall be postponed or discontinued immediately until such time as the situation is corrected.

If high winds, precipitation, or other adverse weather conditions prevail or begin such that a hazard exists in the opinion of the operator or the AHJ, the fireworks display shall be postponed or discontinued until weather conditions improve.

One or more spotters shall watch the flight and behavior of aerial shells and other aerial fireworks to verify that they are functioning as intended. If any unsafe condition is detected, such as hazardous debris falling into the audience, the spotter shall signal the shooter to cease firing until the unsafe condition is corrected.

In the event of a condition arising that requires the entry of fire protection or other emergency response personnel into the fallout area or security perimeter, the display shall be halted until the situation is resolved and the area is once again clear.

In the event that an aerial shell fails to fire after being lit, the mortar shall be marked to indicate the presence of a misfire, and the mortar shall not be reloaded or reused while the misfired shell remains.

When a serious electrostatic discharge situation exists, such as during an electrical storm, all electrostatic discharge sensitive operations shall be suspended and personnel shall withdraw to a safe location and the fireworks display shall be postponed or discontinued until conditions improve.

A significant fireworks malfunction may dislodge mortars, other equipment or other fireworks from their placement. In such an event, operations shall be suspended and personnel shall withdraw to a safe location. No discharge areas, regardless of the method of firing used, shall be approached by any personnel for a period of time that the operator deems necessary for safety for at least 15 minutes. Continuation of the display may only proceed following a search of the fallout area and any affected area and if all necessary precautions have been made to ensure the safe firing of any remaining fireworks and a search.

A flowerpot or low burst does not normally require stopping the display to check the discharge area.

No discharge area(s), regardless of the method of firing used, shall be approached by any personnel for a period of time that the operator deems necessary for safety for at least 15 minutes. After this period of time, the operator and/or assistants shall cautiously inspect the discharge area(s) for any unfired or malfunctioned fireworks.

All discharge areas shall be approached and treated as if unfired or malfunctioned fireworks devices are present.

No person shall place any body part over a mortar until the mortars have been checked and cleared following the display.

Chain fused and multi shot devices require special care during post display inspections due to their use of chain fusing or time fusing.

If a misfired aerial shell is discovered in a mortar it shall not be handled until at least 30 minutes have passed since the attempted firing. The mortar shall then be cautiously removed from the rack and the aerial shell removed and placed in a fiberboard box.

All unfired or malfunctioned fireworks shall be properly packaged and returned to the supplier and shall be unloaded per the attached Instructions for Unloading Fireworks at a Display Site and Safety Precautions for Handling Electric Match, when applicable.

Safety Precautions For Handling Electric Match

The use of electric matches for igniting fireworks devices has increased dramatically over the last decade and promises to increase even more in the coming years. This use has grown for several reasons; the ability to more accurately control the pace of a display, the ability to choreograph displays by timing ignition of fireworks devices to the fraction of a second, and perhaps most importantly, to simply increase crew safety by removing personnel from the immediate discharge area during a display. But with this increased safety has come another concern. Electric matches are extremely sensitive to impact, pressure, friction, stray electric current and static electricity. Therefore extreme caution must be used when handling electric matches, especially around fireworks devices. Access to electric matches should be limited to only those who must work with them and then only with proper supervision. Electric matches should be stored in a secure and protected area.

We suggest the following guidelines be observed when handling electric matches:

1. Use only electric matches with a firmly attached "shroud" or protective cover over the match head. This shroud should never be removed or pulled back from the electric match head.
2. Never sit in plastic chairs, work on plastic tables, or other surfaces conducive to static electricity while handling electric matches or fireworks devices with electric matches attached.
3. Whenever possible attach electric matches to pre-installed attachment points or adapters installed by the manufacturer of the fireworks device.
4. While attaching electric matches to fireworks devices do so outside or in as open an environment as possible; open tents, open shelters or roof-only type structures work well. Egress from these shelters should be free of obstructions.
5. When attaching electric matches to fireworks devices, limit the quantity of fireworks in the vicinity to small quantities only, one (1) box or less. Keep bulk storage of other devices well away from your work area and stored in an approved shelter. If that shelter is a magazine keep the magazine door closed after you remove the quantity of devices you will immediately work on. If that shelter is a truck (as at a display site) close the back of the truck and ensure that the door faces away from the area you will be working.
6. Never attach or remove electric matches in the back of a truck, van, trailer or container that contains other stored fireworks.
7. Never attach electric matches to fireworks in an area where spectators, bystanders, or other non-fireworks crew have access.
8. While installing or once installed, never jerk or pull on electric match leads.
9. Cease all work with electric matches if electrical storms seem eminent in the immediate vicinity.
10. Never leave electric matches un-shunted or lying around after working with them.
11. Always wear cotton or other static resistant clothing while working with electric matches. If possible, spray your clothing with Static Guard or even wear anti-static attachments.
12. Limit exposure of any part of your body over the muzzle of a mortar or a pre-loaded device when loading or mounting the device.
13. Do not un-shunt the electric match leads until the fireworks device is loaded or securely mounted in place and it is ready to be attached to the electric firing system.

14. Do not check continuity of the firing system or unattached electric matches in proximity to unloaded or un-mounted fireworks devices.

15. Do not check continuity of an electric match attached to a fireworks device unless the device is loaded or securely mounted in its intended discharge area and that discharge area is clear of all individuals.

16. Even when electric firing is used, do not approach or attempt to check mortars, racks and other fireworks devices until at least 15 minutes have passed following the display.

17. If aerial shells or other fireworks devices must be unloaded following a display, be sure to shunt the electric match leads before carefully removing the device from its mortar or mounting. When possible use a lowering cord to remove unfired aerial shells from mortars instead of the electric match wire leads.

18. Once a device is removed from its mortar or mounting, carefully coil the electric match wire around your hand and use the last few inches of the wire to wrap tightly around the coil to make a tidy bundle. Only then should a device be repackaged into an approved shipping carton for proper return shipment to the supplier.

19. All unused electric matches shall be kept secure at all times and properly packaged for return shipment to the supplier following a display.

The ignition of fireworks devices by the use of electric matches has been a tremendous innovation to the professional public display fireworks industry. With this innovation, however, came significant safety challenges. We feel that by using the safety guidelines outlined above the use of electric matches will be a safe and reliable practice.

Freedom Fireworks Trading Co.,Ltd

Hazard Communication Safety Data Sheet (SDS)

10th/F, Chamber of Commerce Building, Luyangdadao, Luyang City, Hunan Province, China 410300

Phone: 86-731-8364 2988 Fax: 86-731-8368 7528

UN0335 1.3G Display Fireworks

Date Prepared: Feb 16th, 2017

Section 1, Identification

Each device labels:

- (1): Commodity description in both Chinese and English for SHELLS
- (2): Warning labels for SHELLS
- (3): Distributor name and address, Manufacturer name and address, Produce date, Country of origin
- (4): D.G Classification Number (Fireworks UN0335 1.3G) label on each device.

Cartons information:

Shells size, Shells item No., Packing, Shells item name, The same information as above section 1 part (3), Warning information, Order No., UN0335 1.3G, batch number, diamond 1.3G explosive mark label. Gross weight, Net weight, Product EX number.

Section 2, Hazard(s) Identification

Warning label show correctly and safely display fireworks is put on each cartons and devices, all devices well packed into A-grade cardboard carton.

Classification: Dangerous good non hazardous substances as per APA 87-1 standard.

Fire Hazard: Products contains pyrotechnic substances capable of burning or explosive with intense heat. Produces oxidizer typically use potassium perchlorate and copper oxide and sulfur etc.

Risk Phrase: Pyrotechnic produced may be irritating to the eyes and respiratory system.

Section 3, Composition/Information on Ingredients

Shells Main Ingredients:

Potassium Perchlorate—KClO₄

Potassium Nitrate—KNO₃

Strontium carbonate—SrCO₃

Sulfur— S

Carbon— C
Al+Mg Alloy
LAC—C₁₆H₂₄O₅
Resin—C₄₈H₄₂O₇
PVC—(C₂HCl)_n
Powder of polished glutinous rice

Section 4, First-aid measures

No chemical components are released during normal handling of this device. In normal use with adequate ventilation the smoke produced should not be a problem. However, ground level smoke generated during the shooting of public display shows may contain gases which may cause irritation of eyes and mucous membranes, prolonged inhalation of smoke should be avoided.

Swallowed: Not applicable

Eye: Hold eyes open and wash continuously with water for 15 minutes.
Transport affected person to a doctor or a hospital.

Skin: Remove all contaminated clothing, including shoes. Wash affected areas with water.

Inhaled: Remove patient to fresh air, lay down and rest. If patient is not breathing, make sure airway is cleared and apply artificial respiration. Call doctor at once or transport patient to doctor or a hospital.

BURNS: Immerse affected area in cold water for 10 to 15 minutes. Bandage lightly with sterile dressing. Treat for shock if required. Transport to doctor or hospital.

ACUTE OR CHRONIC EXPOSURE: There have been no reports in the literature of detrimental health effects in workers from long term exposure to the substances composite in this product.

Persons with pre-existing respiratory conditions (i.e. asthma, emphysema, etc) should avoid inhalation of smoke. Move to fresh air and avoid further exposure to smoke and seek medical assistance.

Section 5, Fire-fighting measures

Do not fight explode fireworks, Fireworks will burn rapidly in the event of fire. If a large amount of fireworks are involved, allow them to burn and prevent

spread of fire.

Cool pyrotechnic devices and/or package with water and remove them if possible. Do not use suffocation methods - devices contain their own oxygen. Do Not Smoke at any time when dealing with pyrotechnic devices!!!

Section 6, Accidental release measures

In case of spillage, dampen powders with water. Sweep up any powders using natural fibre brushes and non ferrous dust pans not steel, or any material that could produce sparks or present a risk of static discharge.

Prolonged exposure to smoke generated during the shooting of this device may cause respiratory irritation, difficulty in breathing, headaches, nausea and irritation of eyes and may result in vomiting.

Carefully pick up spills with non-sparking and non-static producing tools. Supervision only by a person knowledgeable in explosives. Avoid skin contact. In case of contact with skin, wash hands immediately.

Section 7, Handling and storage

No smoking and keep fire away. Store in a cool dry place, humidity should preferably be less than 70%. Avoid extreme temperatures. In particular sub-zero temperatures where freezing and re-thaw can alter the performance of the article.

HANDLING: Fireworks are explosive substances, thus should be handled with the utmost caution at all times. Never THROW ROLL , or use a HOOK on the cartons and never transport unpack, or store close to fire and hot items, such as a heater pipe. All persons who handle these fireworks should have had at least two years of supervised training with display fireworks and display fireworks safety. All persons who handle these fireworks should wear ear and eye protection and should wear fire retardant gear from their hardhats to fireproof boots. No persons under the age of 18 may be allowed access to fireworks or firing site at any time.

Conditions to Avoid: No open items, smoking and moisture in the vicinity of stored fireworks, avoid friction and impact.

Incompatibility: Do not allow fireworks to get wet.

Section 8, Exposure controls/personal protection

Eye Protection: None.

Respiratory Protection: None.

Skin Protection: Metal free and non-static producing clothes.

Other Protection: None.

Ventilation Recommended: Not required in open, unconfined areas.

Section 9, Physical and chemical properties

Solubility in Water: Slight

Appearance and Odor: All pyrotechnic composition is contained in a cardboard casing. Usually they are cardboard balls or cardboard tubes individually or in a group combination.

Hazardous Decomposition Products: Smoke generated during the use of these devices may contain small amount of Carbon Monoxide, Hydrogen Sulfite and Nitrogen Oxides. Avoid prolonged inhalation of smoke.

Section 10, Stability and reactivity

Stability: Stable

Thermal Stability Test Results: The test was performed on the Display Fireworks semi-finished and finished items at our factory and also tested by Liuyang CIQ laboratory. The device did not ignite, explode, or undergo any significant decomposition during heating at 75°C (167°F) for 48 hours.

Drop test results: The finished items /device from each batch of the order was performed by 12 meters high drop test by Liuyang CIQ laboratory. The device did not ignite, explode.

Hazardous Polymerization: Will Not Occur

Section 11, Toxicological information

Inhalation: Yes, when shooting. (Refer to above Section 6)

Skin: No.

Ingestion: No.

Section 12: Ecological Information

There have been no reports in the literature of detrimental ecological effects from exposure to the substances composite in this product.

Section 13: Disposal Considerations

Disposal of unfired products should only be carried out by a licensed pyrotechnic waste disposal contractor. Provide that the products case can be determined as free from explosives by a licensed pyrotechnician, the spent cases can go to licensed landfill.

Section 14, Transport Information

Shipping name: Fireworks

Hazard Class:1.3G

The local CIQ inspection bureau spot check every batch of cargos before any shipments. Then issue commodity inspection certificate and dangerous goods transport package identification for us to declare to the customs.

The containers usually ship to loading port by truck or by barge. Next they will be loaded to the vessel shipping to port of discharge by sea, then ship to place of delivery by rail. At last the consignee will pick it up by truck after finish customs clearance.

Pyrotechnics must travel within their original UN approved packaging.

Section 15: Regulatory Information

It is a regulation in every state or territory in US that a license is required to purchase, keep and use this product.

It is a requirement in every state and territory in US that notification be made to ATF, Police, Fire services, Safety authorities, of any intended display using display pyrotechnics.

Section 16: Other Information

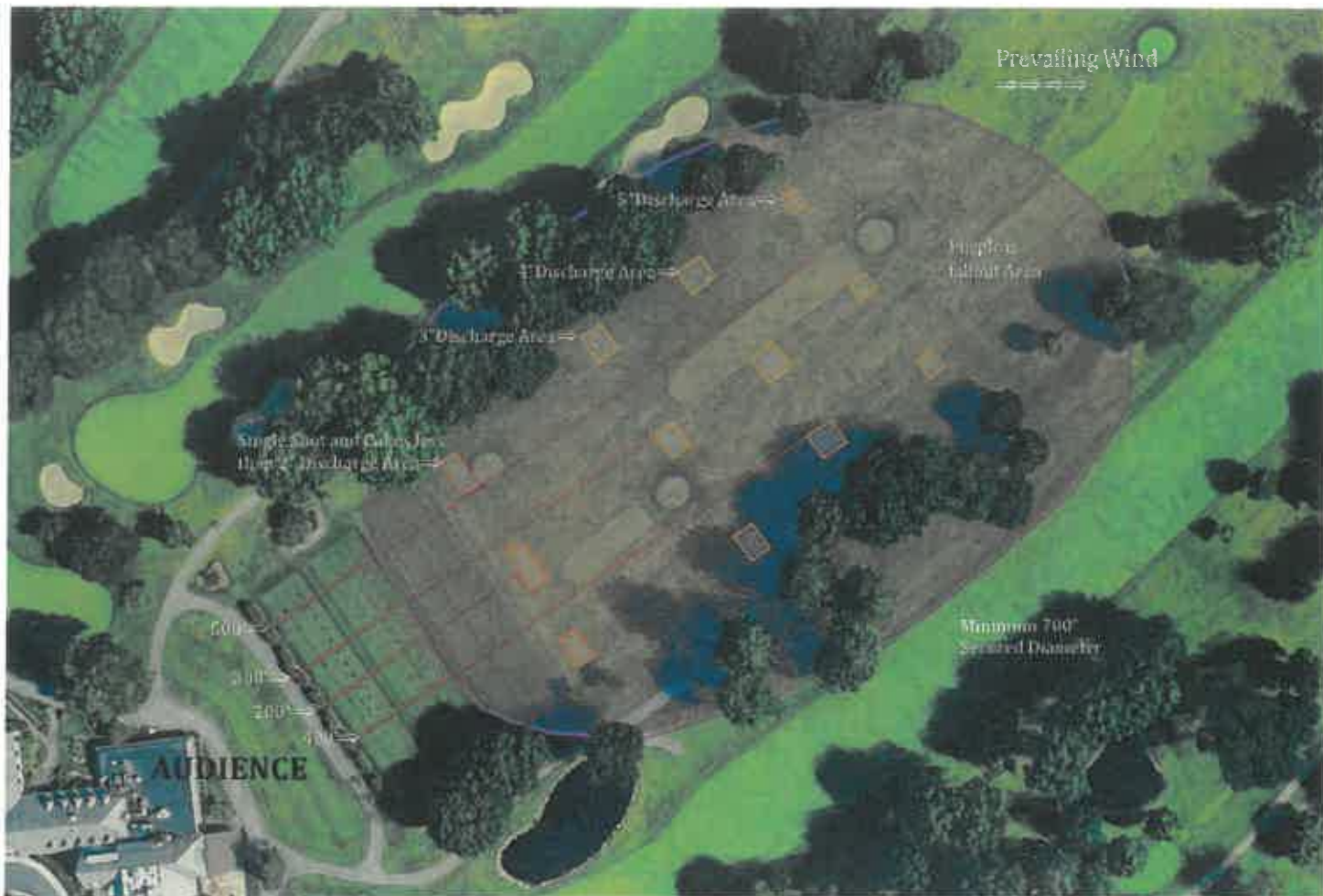
Manufacturer/ Supplier: Freedom Fireworks Trading Co.,Ltd.

Address: 10th/F, Chamber of Commerce Building, Liuyangdadao, Liuyang City, Hunan Province, China 410300

Telephone: +86 731 8364 2988

Fax: +86 731 8368 7528

Contact Person in emergency: Leonard Liu



APPROVED: *[Signature]* 04/17/2025

¹ Site layout *exceeds* NFPA 1123 standards by 30%. Minimum Secured distance per NFPA is 70' for every inch in diameter of size of shell or effect.

-NFPA requires 140' of separation for 2" shells. This site plan establishes 200' of separation for 2" shells.

-NFPA requires 210' of separation for 3" shells. This site plan establishes 300' of separation for 3" shells.

-NFPA requires 280' of separation for 4" shells. This site plan establishes 400' of separation for 4" shells.

-NFPA requires 350' of separation for 5" shells. This site plan establishes 500' of separation for 5" shells.

*There are no schools, churches, asylums or childcare facilities within 700' of the shoot site.

*There are no hazardous materials within 700' of the firing sites.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

4-MI-129-51-6L-01173

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2026

Name
GREAT LAKES FIREWORKS LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3275 W M-76
WEST BRANCH, MI 48861-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement


The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

GREAT LAKES FIREWORKS LLC
3275 W M-76
WEST BRANCH, MI 48861-


Licensee/Permittee Responsible Person Signature

Bruce Tyree
Printed Name


Position Title
5/4/2024
Date

Previous Edition is Obsolete GREAT LAKES FIREWORKS LLC 3275 W M-76 WEST BRANCH, MI 48861-01173 November 1, 2026 51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: GREAT LAKES FIREWORKS LLC

Business Name:

License/Permit Number: 4-MI-129-51-6L-01173

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: November 1, 2026

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

2025 Application for Fireworks Other Than Consumer or Low Impact

<p>FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY</p> <p>DATE PERMIT(S) EXPIRE:</p>

<p>Authority: 2011 PA 256</p>		<p>The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.</p>	
<p>TYPE OF PERMIT(S) (Select all applicable boxes)</p> <p> <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks </p> <p> <input type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display </p> <p> <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes </p>			
<p>NAME OF APPLICANT Dearborn Country Club</p>		<p>ADDRESS OF APPLICANT 800 N. Military, Dearborn, MI 48128</p>	
<p>NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER</p>		<p>ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER</p>	
<p>IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)</p>		<p>ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)</p>	
<p>NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks, LLC.</p>		<p>ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, P.O. Box 276 West Branch, MI 48661</p>	
<p>NO. YEARS EXPERIENCE 25+</p>	<p>NO. DISPLAYS 800+</p>	<p>WHERE Throughout Michigan</p>	
<p>NAME OF ASSISTANT TBD</p>		<p>ADDRESS OF ASSISTANT TBD</p>	
<p>NAME OF OTHER ASSISTANT TBD</p>		<p>ADDRESS OF OTHER ASSISTANT TBD</p>	
<p>EXACT LOCATION OF PROPOSED DISPLAY: Dearborn Country Club: 800 N. Military, Dearborn, MI 48128</p>			
<p>DATE OF PROPOSED DISPLAY June 21st, 2025 (Rain: N/A)</p>		<p>TIME OF PROPOSED DISPLAY Approx. 10:00 PM</p>	
<p>MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT</p> <p>Stored at Federally Licensed Facility Until Date of Display</p>			
<p>AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000</p>		<p>NAME OF BONDING CORPORATION OR INSURANCE COMPANY Acrisure Great Lakes</p>	
<p>ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY One Cleveland Center, 1375 E. 9th St. 30th Floor, Cleveland, OH 44114</p>			
<p>NUMBER OF FIREWORKS</p>		<p>KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)</p>	
Approx. 372	3" Shells		
Approx. 96	4" Shells		
Approx. 30	5" Shells		
Approx. 30	Various Barrage Cakes 2" & Smaller		
SIGNATURE OF APPLICANT		DATE	
<p><i>Morgan Ayers</i> - Great Lakes Fireworks Office Manager</p>		<p>4/4/2025</p>	

2025 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 268

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural / Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Dearborn Country Club		AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS OF PERSON PERMIT ISSUED TO 800 N. Military, Dearborn, MI 48128			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION			
ADDRESS			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approx. 372 3" Shells Approx. 96 4" Shells Approx. 30 5" Shells Approx. 30 Various Barrage Cakes 2" & Smaller			
EXACT LOCATION OF DISPLAY OR USE Dearborn Country Club: 800 N. Military, Dearborn, MI 48128			
CITY, VILLAGE, TOWNSHIP Dearborn		DATE June 21st, 2025 (Rain: N/A)	
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		TIME Approx 10:00 PM AMOUNT \$5,000,000	

Issued by action of the Legislative Body of the

☐ City ☐ Village ☐ Township of _____ on the _____ day of _____, 2025.

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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

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

PRODUCER
AonSure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

License# BR-1796277
GREALAK-08

CONTACT NAME:
PHONE: (A/C No. Ext): 216-658-7100 **FAX:** (A/C No.): 216-658-7101
E-MAIL: info@brittongallagher.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Insurance Company	10851
INSURER B: AXIS Surplus Insurance Company	26620
INSURER C: Liberty Mutual Insurance Company	23043
INSURER D: Everest Denali Insurance Company	16044
INSURER E:	
INSURER F:	

INSURED
Great Lakes Fireworks LLC
P.O. Box 276
West Branch MI 48861

COVERAGES

CERTIFICATE NUMBER: 1600521859

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC OTHER:			GCD010100-201	1/28/2025	1/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GCD0010088-201	1/28/2025	1/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P-001-001800185-01	1/28/2025	1/28/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-338-B21V6H-015 (MI)	3/24/2025	3/24/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - BA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement.
 DISPLAY DATE: June 21st, 2025 RAIN DATE: N/A LOCATION: Shot at Dearborn Country Club: 800 N. Military St, Dearborn, MI 48125

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 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.

DATE 4-8-25
Dec 25
CORPORATION COUNSEL

CERTIFICATE HOLDER

City of Dearborn
16801 Michigan Ave.
Dearborn MI 48128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

9/1/25

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: GCI0010160-251

COMMERCIAL GENERAL LIABILITY
ECG 20 592 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s)</p> <p>ANY PERSON OR LEGAL ENTITY IN WHICH YOU HAVE A WRITTEN CONTRACT, AGREEMENT, OR PERMIT WHICH REQUIRES THAT YOU NAME THE CONTRACTING PARTY AS AN ADDITIONAL INSURED.</p> <p>City of Dearborn including all its elected and appointed officials, employees, volunteers, boards, commissions, and/or other authorities, Dearborn Country Club and all its officials, members, employees, volunteers, board commissions, and/or other authorities.</p>
<p>Information required to complete this Schedule. If not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

B. The Insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the Insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

Greenfield Village is seeking City Council approval of fireworks displays the evening of July 2, 3, 4, 5 2025. The display will take place at 20900 Oakwood Blvd, (map attached). Also requesting temporary waiver of the noise ordinance and that the Fire Chief be granted authority to set rain dates if needed.

DEPARTMENT:

Fire

BRIEF DESCRIPTION:

Greenfield Village is hosting their annual Salute to America. The Detroit Symphony Orchestra performs, followed by a fireworks finale. The display will take place at 20900 Oakwood Blvd, (map attached). No rain dates scheduled. The Fire Marshal's Office has reviewed the plan and has approved of the set up and emergency planning.

PRIOR COUNCIL ACTION:

This is an annual event, with many prior Council approvals.

BACKGROUND

For over 30 years Greenfield Village has hosted Salute to America. The Detroit Symphony Orchestra performs, followed by a fireworks finale. Greenfield Village is seeking City Council approval of fireworks displays the evening of July 2, 3, 4, 5 2025. The display will take place at 20900 Oakwood Blvd, (map attached). No rain dates scheduled.

FISCAL IMPACT:

\$200.00 permit fee.

COMMUNITY IMPACT:

Strengthens community bonds through a shared celebration, and boosts the local economy by attracting visitors supporting area businesses.

IMPLEMENTATION TIMELINE:

Event planned for July 2, 3, 4, 5, 2025, at 10 p.m.

COMPLIANCE/PERFORMANCE METRICS:

The Fire Department will monitor the event and ensure compliance with attached plans.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Fire Chief Joseph Murray

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Greenfield Village Request for Fireworks Display

DATE April 16, 2025

Budget Information

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

Summary of Request

Greenfield Village is hosting their annual Salute to America. The Detroit Symphony Orchestra performs, followed by a fireworks finale. The display will take place at 20900 Oakwood Blvd, (map attached). The Fire Marshal’s Office has reviewed the plan and has approved the arrangement and planning. Also requesting temporary waiver of the noise ordinance and that the Fire Chief be granted authority to set rain dates as needed.

Background and Justification

For over 30 years Greenfield Village has hosted Salute to America. The Detroit Symphony Orchestra performs, followed by a fireworks finale. Greenfield Village is seeking City Council approval of fireworks displays the evening of July 2, 3, 4, 5, 2025. The display will take place at 20900 Oakwood Blvd. (map attached). No rain dates scheduled.

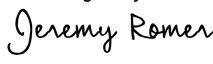


EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

DocuSigned by:

03FD550B1D2F4D0...
Joseph Murray
Fire Chief

DocuSigned by:

E7A573BA25E3460...
Jeremy Romer
Corporation Counsel

Zambelli

FIREWORKS

April 4, 2025

City of Dearborn
3750 Greenfield Rd.
Dearborn, MI. 48120
Attn: Mike Kleitch

Dear Mike,

Please find enclosed the Permit Application for the Henry Ford Museum Fireworks Display On July 2,3,4,5, 2025.

Along with the check for \$200.00.

If you need anything else, please let us know.

Thank you,



Linda Cook

724-658-6611 Ext 1000

Boca Raton, FL
Raleigh, NC

Shafter, CA
Myrtle Beach, SC

120 Marshall Drive
Warrendale, PA 15086
1.800.245.0397
Fax #724.658.8318

Walkersville, MD
Denver, CO

Cincinnati, OH

2024 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY
OF CITY, VILLAGE OR TOWNSHIP
BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 206

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

☐ Agricultural or Wildlife Fireworks

☐ Articles Pyrotechnic

☐ Display Fireworks

☐ Public Display

☐ Private Display

☐ Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Zambelli Fireworks Mfg, CO		ADDRESS OF APPLICANT 120 Marshall Drive	AGE OF APPLICANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Sal Lanara		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Same as above	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Todd Reiber		ADDRESS OF PYROTECHNIC OPERATOR 26683 Blue Heron, Flat Rock, MI 48134	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 22+	NO. DISPLAYS 130+	WHERE Throughout Michigan	
NAME OF ASSISTANT		ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input type="checkbox"/> YES <input type="checkbox"/> NO

EXACT LOCATION OF PROPOSED DISPLAY
Northeast Corner of Greenfield Village

DATE OF PROPOSED DISPLAY
July 2,3,4,5 2025

TIME OF PROPOSED DISPLAY
10:00 pm

MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT

AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT)
\$10 Million

NAME OF BONDING CORPORATION OR INSURANCE COMPANY
Acrisure, LLC dba Britton Gallagher & Associates

ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY
223 West Grand River Ave # 1, Howell, MI 48843

NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)	
60	3" Aerial Display Shells (per Night)	
258	4" Aerial Display Shells (PER NIGHT)	
135	5" Aerial Display Shells (PER NIGHT)	
26	6" Aerial Display Shells (PER NIGHT)	
SIGNATURE OF APPLICANT		DATE

[illegible]

Instructions for Application for Fireworks Other Than Consumer or Low Impact

Applications shall be submitted to the legislative body of a city, village or township board. A permit may be issued as a result of official action by the legislative body. A permit shall be valid only for use within the limits of the jurisdiction of the legislative body of a city, village or township board.

1. **Type of Permit** – check all boxes that may apply to the type of permit needed. You may select several permit types depending on your fireworks display. You may check with your legislative body of a city, village or township board for assistance when making your selection. Please review the following definitions to determine which type of permit to select:
 - **Agricultural or Wildlife Fireworks** – devices distributed to farmers, ranchers, and growers through a wildlife management program administered by the US Department of Interior or Michigan DNR.
 - **Articles Pyrotechnic** – 1.4G fireworks for professional use only that is classified as UN0431 or UN0432.
 - **Display Fireworks** – 1.3G fireworks for professional use only
 - **Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes** – devices with a combination of chemical elements or compounds capable of burning independently of the oxygen of the atmosphere and designed and intended to produce an audible, visual, mechanical or thermal effect for pest or animal control.
 - **Public Display** – a fireworks display that is open to all persons for viewing.
 - **Private Display** – a fireworks display that is not open to the general public for viewing.
2. **Name of applicant** – list the name of the applicant. The applicant may be a person representing an organization, group, firm or corporation, or self. If the applicant is also the operator, enter the same name in the operator's section.
3. **Address of applicant** – complete the address of the applicant; include the street address, city, state and zip code.
4. **Name of person or resident agent representing corporation, LLC, DBA or other** – list the name of the person or resident agent that represents the corporation, LLC, DBA or other.
5. **Address of person or resident agent that represents the corporation, LLC, DBA or other** – list the address of the person or resident agent representing the corporation, LLC, DBA or other.
6. **Non-resident applicant** – list the name of the non-resident applicant. A non-resident applicant shall appoint a Michigan attorney or Michigan resident agent in writing to be the applicant's legal representative upon whom all service of process in any action or proceeding may be served.
7. **Name of pyrotechnic operator** – list the name of the pyrotechnic operator. The pyrotechnic operator is the person in charge of the display. The legislative body of a city, village or township board shall rule on the competency and qualifications of the operator before granting a permit and may require an affidavit from the applicant as to the operator's experience, former pyrotechnic accidents, criminal record, sobriety, etc.
8. **Address of pyrotechnic operator** – list the address of the pyrotechnic operator; include the street address, city, state and zip code.
9. **Age of the pyrotechnic operator** – list the age of the pyrotechnic operator; the operator must be 18 years of age or older.
10. **Name of assistant** – list the name of the assistant to the pyrotechnic operator;
11. **Address of assistant** – list the address of the assistant; include the street address, city, state and zip code. If there is more than one assistant, please list additional assistants on a separate sheet and include the address and age of those additional assistants.
12. **Age of assistant** – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
13. **Name of other assistant** – list the name of other assistant to the pyrotechnic operator.
14. **Age of other assistant** – list the age of the assistant to the pyrotechnic operator; the assistant must be 18 years or older.
15. **Exact location of proposed display** – list the address of the exact location of the proposed fireworks display.
16. **Date of proposed display** – indicate the date of the proposed fireworks display; only one display date can be used per application.
17. **Time of proposed display** – indicate the time of the proposed fireworks display.
18. **Manner and place of storage** – indicate the manner and place of storage within the legislative body of a city, village or township board of fireworks that are ready for display, just prior to the display in the area of exhibition. The legislative body of a city, village or township board shall obtain approval from the local fire authorities of the manner and place of storage before any permit is issued.

2024 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 206	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to the Legislative Body of City, Village or Township Board.
------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input checked="" type="checkbox"/> Public Display <input type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY. PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Zambelli Fireworks Mfg. Co		AGE (18 YEARS OR OLDER) <input type="checkbox"/> YES <input type="checkbox"/> NO	
ADDRESS OF PERSON PERMIT ISSUED TO 120 Marshall Drive, Warrendale Pa 15086			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION Henry Ford Museum			
ADDRESS 20900 Oakwood Blvd, Dearborn, MI 48124			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) See Attached			
EXACT LOCATION OF DISPLAY OR USE Northeast Corner of Greenfield Village			
CITY, VILLAGE, TOWNSHIP Dearborn, MI		DATE July 2,3,4,5,2025	TIME 10:00pm
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			AMOUNT

Issued by action of the Legislative Body of the <input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Township of _____ on the _____ day of _____, 2024.	
(Signature and Title of Legislative Body Representative)	

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2025

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-858-7100 FAX (A/C, No): 216-858-7101 E-MAIL: Info@brittongallagher.com ADDRESS:														
INSURED Zambelli Fireworks Mfg. Co. 280 Executive Dr. Ste 100 Cranberry Township PA 16066	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER B: Axle Surplus Lines Insurance Co.</td> <td>26620</td> </tr> <tr> <td>INSURER C: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Denali Insurance Company	16044	INSURER B: Axle Surplus Lines Insurance Co.	26620	INSURER C: Everest Indemnity Insurance Company	10851	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Everest Denali Insurance Company	16044														
INSURER B: Axle Surplus Lines Insurance Co.	26620														
INSURER C: Everest Indemnity Insurance Company	10851														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: 174228728
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div style="margin-left: 20px;"> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: </div>	Y	Y	GCI0010151-251	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>	Y	Y	GCD0010065-251	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000791202-04	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2	Y	Y	GCI0010152-251	2/1/2025	2/1/2026	Each Occ Aggregate \$5,000,000 Total Limits 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability and Auto Liability policies where required by written agreement and permit.
 Fireworks Display Dates, July 2,3,4,5,2025 Location: Greenfield Village

Additional Insured: City of Dearborn, Michigan its elected officials, officers, employees, board, commission, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget 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

CERTIFICATE HOLDER
CANCELLATION

City of Dearborn 16901 Michigan Ave Dearborn MI 48126	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> APPROVED 4/14/25 AUTHORIZED REPRESENTATIVE </div> <div style="border: 1px solid black; padding: 5px;"> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. </div>
-------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2025

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

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

PRODUCER
Graham Company,
a Marsh & McLennan Agency, LLC company
30 S 15th Street, 20th Floor
Philadelphia PA 19102

CONTACT NAME: Liv Tumolo

PHONE:

FAX: No. Ext:

E-MAIL:

Address: liv.tumolo@marshmcla.com

FAX: No. Ext:

(INSURER(S) AFFORDING COVERAGE)

NAIC #

INSURER A: PinnaclePoint Insurance Company

15137

INSURER B: Argonaut Insurance Company

19801

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Zambelli Fireworks Manufacturing Co.
280 Executive Drive
Suite 100
Cranberry Township PA 16066

ZAMBFR-01

COVERAGES

CERTIFICATE NUMBER: 911618462

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> CRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	WCP7001893, ARGWC25198897544	2/1/2025 2/1/2025	2/1/2025 2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Fireworks Display Dates: July 2,3,4,5,2025
 Location: Greenfield Village

CERTIFICATE HOLDER

CANCELLATION

City of Dearborn
18901 Michigan Ave
Dearborn MI 48126
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



COMPLIANT WITH NFPA 1123 3.1.3.1

M. L. K. DFD

04/10/2025

313.943.2039





521235

Work Order

Page 1 of 1

Henry Ford Museum

Show Date: 7/2/2025

Salesperson: Salvatore Lanara

Firing Method: Pin Board

Mortar Allocation: Preload Racks

Pack from: Edinburg

Ship to Facility: Dearborn, MI

Dearborn, MI

Show Type: Standard

Current Revision: 3

Duration: 15 min @
10:00pm

Magazine:

Total Squibs: 293

2" Racks: 0

2.5" Racks: 0

3" Racks: 6

4" Racks: 43

5" Racks: 27

6" Racks: 7

7" Racks: 0

8" Racks: 0

10" Racks: 0

Item #	Shell Class	Qty	Item Description	Rev
Grand Opening				
- 085FS030025	3 Inch Finale Sal	20	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN040001	4 Inch Finale	12	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail (30)	
- 085FN0502717T	5 Inch Finale	5	5 Finale - Rainbow Crossettes w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
Body				
- 159PP040	4 Inch PP	36	4 Assorted Prepack (36)	
- 085PP040	4 Inch PP	72	4 Assorted Prepack (36)	
- 085FT040	4 Inch Flight	30	4 Aast Prepack - Fuse Sets of 2	
- 159PP050	5 Inch PP	48	5 Assorted Prepack (24)	
- 085PP050	5 Inch PP	72	5 Assorted Prepack (18)	
- 159PP060	6 Inch PP	18	6 Assorted Prepack (9)	
Grand Finale				
- 085FS030025	3 Inch Finale Sal	40	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN040001	4 Inch Finale	18	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail (30)	
- 085FN040002	4 Inch Finale	30	4 Finale - Assorted Colored Chrys & Peonies w/ Tail (30)	
- 085FN0406007	4 Inch Finale	30	4 Finale - Crackling Spider w/ Tail (30)	
- 159FN04045041	4 Inch Finale	30	4 Finale - Golden Willow to Colored Strobe w/ Tail (30)	
- 085FN0502717T	5 Inch Finale	10	5 Finale - Rainbow Crossettes w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
8 - Ignition Items -				
102SQ060FW	Squibs	300	6' Firewire Initiator (40)	



521236

Work Order

Page 1 of 1

Henry Ford Museum

Show Date: 7/3/2025

Salesperson: Salvatore Lanara

Firing Method: Pin Board

Mortar Allocation: Preload Racks

Pack from: Edinburg

Ship to Facility: Dearborn, MI

Dearborn, MI

Show Type: Standard

Current Revision: 3

Duration: 15 min @ 10:00pm

Magazine:

Total Squibs: 293

2" Racks: 0

2.5" Racks: 0

3" Racks: 6

4" Racks: 43

5" Racks: 27

6" Racks: 7

7" Racks: 0

8" Racks: 0

10" Racks: 0

<u>Item #</u>	<u>Shell Class</u>	<u>Qty</u>	<u>Item Description</u>	<u>Rev</u>
Grand Opening				
- 085FS030025	3 Inch Finale Sal	20	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN040001	4 Inch Finale	12	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail (30)	
- 085FN0502304T	5 Inch Finale	5	5 Finale - Rainbow Dahlia w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
Body				
- 159PP040	4 Inch PP	36	4 Assorted Prepack (36)	
- 085PP040	4 Inch PP	72	4 Assorted Prepack (36)	
- 085FL040Z201901	4 Inch Flight	30	4 Assorted Prepack Fused Sets of 2	
- 159PP050	5 Inch PP	48	5 Assorted Prepack (24)	
- 085PP050	5 Inch PP	72	5 Assorted Prepack (18)	
- 159PP060	6 Inch PP	18	6 Assorted Prepack (9)	
Grand Finale				
- 085FS030025	3 Inch Finale Sal	40	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN04016001	4 Inch Finale	18	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail	
- 159FN040003	4 Inch Finale	30	4 Finale - Pink Lemon Orange Lime Aqua Peonies w/ Tail (30)	
- 085FN0402920T	4 Inch Finale	30	4 Finale - Crackling Flowers w/ Tail (30)	
- 159FN04045041	4 Inch Finale	30	4 Finale - Golden Willow to Colored Strobe w/ Tail (30)	
- 085FN0502304T	5 Inch Finale	10	5 Finale - Rainbow Dahlia w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
8 - Ignition Items -				
102SQ060FW	Squibs	300	6' Firewire Initiator (40)	



521237

Work Order

Page 1 of 1

Henry Ford Museum

Show Date: 7/4/2025

Salesperson: Salvatore Lanara

Firing Method: Pin Board

Mortar Allocation: Preload Racks

Pack from: Edinburg

Ship to Facility: Dearborn, MI

Dearborn, MI

Show Type: Standard

Current Revision: 3

Duration: 15 min @ 10:00pm

Magazine:

Total Squibs: 293

2" Racks: 0

2.5" Racks: 0

3" Racks: 6

4" Racks: 43

5" Racks: 27

6" Racks: 7

7" Racks: 0

8" Racks: 0

10" Racks: 0

<u>Item #</u>	<u>Shell Class</u>	<u>Qty</u>	<u>Item Description</u>	<u>Rev</u>
Grand Opening				
- 085FS030025	3 Inch Finale Sal	20	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN040001	4 Inch Finale	12	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail (30)	
- 085FN0502717T	5 Inch Finale	5	5 Finale - Rainbow Crossettes w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
Body				
- 159PP040	4 Inch PP	36	4 Assorted Prepack (36)	
- 085PP040	4 Inch PP	72	4 Assorted Prepack (36)	
- 085FT040	4 Inch Flight	30	4 Asst Prepack - Fuse Sets of 2	
- 159PP050	5 Inch PP	48	5 Assorted Prepack (24)	
- 085PP050	5 Inch PP	72	5 Assorted Prepack (18)	
- 159PP060	6 Inch PP	18	6 Assorted Prepack (9)	
Grand Finale				
- 085FS030025	3 Inch Finale Sal	40	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN040001	4 Inch Finale	18	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail (30)	
- 085FN040002	4 Inch Finale	30	4 Finale - Assorted Colored Chrys & Peonies w/ Tail (30)	
- 085FN0406007	4 Inch Finale	30	4 Finale - Crackling Spider w/ Tail (30)	
- 159FN04045041	4 Inch Finale	30	4 Finale - Golden Willow to Colored Strobe w/ Tail (30)	
- 085FN0502717T	5 Inch Finale	10	5 Finale - Rainbow Crossettes w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
8 - Ignition Items -				
102SQ060FW	Squibs	300	6' Firewire Initiator (40)	



521238

Work Order

Page 1 of 1

Henry Ford Museum

Show Date: 7/5/2025

Salesperson: Salvatore Lanara

Firing Method: Pin Board

Mortar Allocation: Preload Racks

Pack from: Edinburg

Ship to Facility: Dearborn, MI

Dearborn, MI

Show Type: Standard

Current Revision: 3

Duration: 15 min (2)

Magazine:

Total Squibs: 293

2" Racks: 0

2.5" Racks: 0

3" Racks: 6

4" Racks: 43

5" Racks: 27

6" Racks: 7

7" Racks: 0

8" Racks: 0

10" Racks: 0

<u>Item #</u>	<u>Shell Class</u>	<u>Qty</u>	<u>Item Description</u>	<u>Rev</u>
Grand Opening				
- 085FS030025	3 Inch Finale Sal	20	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN040001	4 Inch Finale	12	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail (30)	
- 085FN0502304T	5 Inch Finale	5	5 Finale - Rainbow Dahlia w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
Body				
- 159PP040	4 Inch PP	36	4 Assorted Prepack (36)	
- 085PP040	4 Inch PP	72	4 Assorted Prepack (36)	
- 085FL040Z201901	4 Inch Flight	30	4 Assorted Prepack Fused Sets of 2	
- 159PP050	5 Inch PP	48	5 Assorted Prepack (24)	
- 085PP050	5 Inch PP	72	5 Assorted Prepack (18)	
- 159PP060	6 Inch PP	18	6 Assorted Prepack (9)	
Grand Finale				
- 085FS030025	3 Inch Finale Sal	40	3 Finale - Titanium Salutes w/ Tails (60)	
- 085FN04016001	4 Inch Finale	18	4 Finale - Red, White & Blue Chrys & Peonies w/ Tail	
- 159FN040003	4 Inch Finale	30	4 Finale - Pink Lemon Orange Lime Aqua Peonies w/ Tail (30)	
- 085FN0402920T	4 Inch Finale	30	4 Finale - Crackling Flowers w/ Tail (30)	
- 159FN04045041	4 Inch Finale	30	4 Finale - Golden Willow to Colored Strobe w/ Tail (30)	
- 085FN0502304T	5 Inch Finale	10	5 Finale - Rainbow Dahlia w/ Tail (15)	
- 085FN0609011	6 Inch Finale	4	6 Finale - Long Duration Kamuro w/ Tail (8)	
8 - Ignition Items -				
102SQ060FW	Squibs	300	6' Firewire Initiator (40)	

FELC - ZFMC - Both 2023 (Front).pdf

file:///C:/Users/linda.cook/AppData/Local/Microsoft/Window...

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number
8-PA-019-20-7B-02043

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date
February 1, 2027

Name
ZAMBELLI FIREWORKS MANUFACTURING CO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**280 EXECUTIVE DRIVE SUITE 100
CRANBERRY TOWNSHIP, PA 18066**

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

ZAMBELLI FIREWORKS MANUFACTURING CO
280 EXECUTIVE DRIVE SUITE 100
CRANBERRY TOWNSHIP, PA 18066

Licensee/Permittee Responsible Person Signature

GEORGE R. Zambelli, Jr. MD

Printed Name

Position/Title

11/12/24

Date

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Previous Edition is Obsolete

ZAMBELLI FIREWORKS MANUFACTURING CO
280 EXECUTIVE DRIVE SUITE 100
CRANBERRY TOWNSHIP, PA 18066

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **ZAMBELLI FIREWORKS MANUFACTURING CO**

Business Name:

License/Permit Number: **8-PA-019-20-7B-02043**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **February 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Company Memo - Federal Explosives License - Company Mem...

file:///C:/Users/linda.cook/AppData/Local/Microsoft/Windows...

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

8-PA-019-23-7B-02044

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

February 1, 2027

Name

ZAMBELLI FIREWORKS MANUFACTURING CO

Premises Address (Changes? Notify the FELC at least 10 days before the change.)

**280 EXECUTIVE DRIVE SUITE 100
CRANBERRY TOWNSHIP, PA 16066-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transfer of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**ZAMBELLI FIREWORKS MANUFACTURING CO
280 EXECUTIVE DRIVE SUITE 100
CRANBERRY TOWNSHIP, PA 16066-**

Licensee/Permittee Responsible Person Signature

Position/Title

GEORGE R. Zambelli JR MD **12/19/24**

Printed Name

Date

Previous Edition is Obsolete

ATF Form 5400.14-5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here X

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	ZAMBELLI FIREWORKS MANUFACTURING CO
Business Name:	
License/Permit Number:	8-PA-019-23-7B-02044
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	February 1, 2027
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend the City's Administrative Fees Ordinance – Chapter 2, Article VII of the Code of Ordinances

DEPARTMENT: Law

BRIEF DESCRIPTION:

Amendment of the existing administrative fees ordinance to establish the City Clerk provides birth and death records (i.e., vital records), establishes criteria for requesting and obtaining the records, and creates fee schedule.

PRIOR COUNCIL ACTION:

This is a new ordinance, so there has been no previous action taken by council to establish regulations for vital records. The chapter of the Code where the new ordinance will be located was last amended on May 21, 2002.

BACKGROUND:

The proposed amendment was requested by City Council at the Budget Session on April 2, 2025. City Council requested creation of an ordinance that codified fees and discounts for birth certificates and death certificates. The requested amended ordinance is attached for Council review.

The proposed amendment establishes the City Clerk provides birth and death records, establishes criteria based on state law for who is able to request and obtain the records, and creates an unwaivable fee schedule including discounts for seniors requesting their own birth certificates.

FISCAL IMPACT:

The proposed amendment increases the fee to obtain a birth or death record from \$20.00 to \$25.00. However, seniors requesting their own birth record will receive a discount fee of \$15.00. Each additional copy of the same record will remain \$5.00.

COMMUNITY IMPACT:

The proposed amendment increases the current fee for vital records, so there will be an added cost to residents and nonresidents. Seniors requesting their own birth record will be subject to a discounted fee.

IMPLEMENTATION TIMELINE:

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

COMPLIANCE/PERFORMANCE METRICS:

N/A

**LAW****EXECUTIVE SUMMARY AND MEMORANDUM**

TO: City Council

FROM: Corporation Counsel

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Amendments to City's Administrative Fees Ordinance (Code of Ordinances)

DATE: April 22, 2025

Summary of Request

The City's Administrative Fee Ordinance, located at Chapter 2, Article VII, of the Code of Ordinances, was last amended on May 21, 2002. It currently provides the administrative fee for combining platted lots and the fee for industrial facilities tax exemption districts.

The proposed amendments to the Ordinance are being made at the request of City Council following the Budget Session on April 2, 2025. City Council requested creation of an ordinance that codified fees and discounts for birth certificates and death certificates (i.e., vital records). The proposed amendment establishes that the City Clerk provides birth and death records to the public, establishes criteria for who is able to request and obtain the records, and creates an unwaivable fee schedule including a discount for seniors requesting their own birth record.

The amendments are aligned with MCL 333.2882, which designates who may obtain a birth record in Michigan. Specifically, the following people are permitted to request a birth record:

- 1) the individuals listed on the birth record,
- 2) the mother or father named on the birth certificate with valid photo identification,
- 3) the legal guardian with valid photo identification and signed guardianship paperwork,
- 4) the heir, if the individual is deceased, with legal presentative documentation,
- 5) a court of competent jurisdiction, and
- 6) any other individual or representative with authority to obtain these records under Michigan law.

Lastly, the proposed amendment increases the fee for birth and death records from \$20.00 to \$25.00, with a discounted price for seniors requesting their own record of \$15.00. Each additional copy of the same record will remain \$5.00.

Adoption of the proposed ordinance amendments is recommended.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

Respectfully submitted,

DocuSigned by:

Gopi Patel

D04EE792FFE44C7

GOPI P. PATEL

Assistant Corporation Counsel

APPROVAL:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460

JEREMY J. ROMER

Corporation Counsel

GEORGE DARANY
City Clerk

ATTACHMENT

ORDINANCE NO. 25-_____

AN ORDINANCE TO AMEND CHAPTER 2 OF THE CODE OF
ORDINANCES FOR THE CITY OF DEARBORN BY AMENDING
ARTICLE VII, TITLED "ADMINISTRATIVE FEES"

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 2, Article VII in the Code of the City of Dearborn, to add Sec. 2-638 and to read as follows:

Sec. 2-638. – Vital Records; Individuals who may request birth records; Fees.

(a) *Vital Records.* Upon written request, to the extent available and subject to applicable law, the City Clerk shall provide individuals with copies of records for births and deaths that have occurred within City limits.

(b) *Individuals who may request birth records.* Pursuant to MCL 333.2882, the following people shall be permitted to request a birth certificate:

- (1) The person named on the certificate with valid photo identification;
- (2) The mother or father named on the certificate with valid photo identification;
- (3) The legal guardian with valid photo identification and signed guardianship paperwork;
- (4) The heir, if the individual is deceased, with legal representative documentation;
- (5) A court of competent jurisdiction;
- (6) Any other individual, agency, or representative with authority to obtain these records under Michigan law.

(c) *Fees.* Except as otherwise stated, the fee for birth and death records shall be nonwaivable and nonrefundable.

- (1) The fee for a birth certificate is \$25.00, with the exception of seniors, aged 65 and older, who may obtain their own birth certificate for \$15.00.
- (2) The fee for a death certificate is \$25.00.
- (3) The fee for each additional copy of the same record is \$5.00.

Secs. ~~2-638~~ 2-639—2-699. - Reserved.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend the City's Food Truck Ordinance (Code of Ordinances, Chapter 12, Article VIIA)

DEPARTMENT: Law

BRIEF DESCRIPTION: The proposed amendments:

- 1) Add the same propane regulations that were recently added to the food truck park zoning ordinance council adopted on 4/22, which includes reference to applicable Fire Code guidelines;
- 2) Require the Clerk to keep a copy of a licensee's state licensure (e.g., "STFU") for the duration of the local license, which is necessary to track the types of food trucks because the food truck park ordinance differentiates between STFU's and mobile food establishments ("MFE");
- 3) Add reference titles to regulations to make it easier to locate in the ordinance; and
- 4) Make aesthetic changes to make the ordinance easier to navigate and reference.

PRIOR COUNCIL ACTION: The Food Truck Licensing Ordinance was previously amended in January 2024.

BACKGROUND: The proposed amendments are requested to mirror the recently adopted food truck park ordinance, and to avoid regulatory gaps between the two ordinances.

FISCAL IMPACT: The proposed amendments have no fiscal impact.

COMMUNITY IMPACT:

- Added clarity on applicable propane regulations will help ensure the safe use of propane tanks by food trucks in the city.
- The ordinance will be easier to reference and navigate, which will reduce confusion with the requirements for licensure.

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings before adoption.

COMPLIANCE/PERFORMANCE METRICS: N/A


LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Corporation Counsel

VIA: Mayor Abdullah H. Hammoud

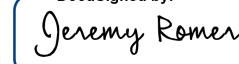
SUBJECT: Food Truck Licensing Ordinance amendments

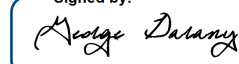
DATE: April 24, 2025

The Food Truck Licensing Ordinance sets minimum standards for licensure, including but not limited to, insurance and safety requirements. The proposed amendments incorporate regulations found in the recently adopted food truck park zoning ordinance, which had second reading on April 22, 2025, and include regulations related to the use of propane tanks and the different types of licenses issued by the state.


The proposed amendments make the following changes:

- 1) Adds the same propane regulations that were recently added to the food truck park zoning ordinance council adopted on 4/22, including reference to applicable Fire Code guidelines;
- 2) Requires the Clerk to keep a copy of a licensee's state licensure (e.g., "STFU") for the duration of the local license. This will assist city staff in knowing what types of food trucks are operating within the City, which is necessary because the recently adopted food truck park ordinance differentiates between STFU's and mobile food establishments ("MFE");
- 3) Adds reference titles to regulations to make it easier to locate within the ordinance; and
- 4) Makes aesthetic changes to the ordinance -- such as breaking-up dense paragraphs, indenting subsections, and labeling subsections – to make the ordinance easier to navigate and reference.

DocuSigned by:

 E7A573BA25E3460...
JEREMY J. ROMER
 Corporation Counsel

Signed by:

 A905BB7BAC464DC...
GEORGE DARANY
 City Clerk

Respectfully submitted,

DocuSigned by:

 4F5F22DC09845A...
BRADLEY J. MENDELSON
 Deputy Corporation Counsel

ORDINANCE NO. 25-_____

**AN ORDINANCE TO AMEND CHAPTER 12 OF THE
CODE OF ORDINANCES FOR THE CITY OF DEARBORN
BY AMENDING ARTICLE VIIA, TITLED “FOOD TRUCKS.”**

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 12, Article VIIA, as follows:

ARTICLE VIIA. FOOD TRUCKS

Sec. 12-250. - Definitions.

Food trucks shall mean a business serving or offering for sale food and/or beverages from a mobile food unit which, for purposes of this article, shall mean a fully enclosed vehicle or trailer that is also licensed by the state as a mobile food service establishment or special transitory food unit.

Local Health Department shall mean the health department having jurisdiction in the city where the mobile food service establishment is based (Act 92 of 2000, MCL 289.3105).

Mobile food service establishment shall mean a food service establishment operating from a vehicle or trailer which is not fully equipped for full food service and, therefore, must return to a licensed commissary at least once every 24 hours for servicing and maintenance (Act 92 of 2000, MCL 289.1109, MCL 289.6135).

Special transitory food unit (or “STFU”) shall mean a temporary food service establishment licensed to operate without 14-day limits or a mobile food establishment that is not required to return to a commissary (Act 92 of 2000, MCL 289.1111, MCL 289.6137).

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-251. - License required; compliance and scope of article.

- a) It shall be unlawful for any food truck to operate in the City of Dearborn without first obtaining a food truck license from the city clerk and pursuant to the provisions of this article.
- b) It shall be unlawful for any person to assist or help any person with the operation of a food truck in the City of Dearborn except as provided by this article.
- c) The provisions of this article shall apply to food trucks operating in the city pursuant to the terms and conditions in this article.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-252. - Application, review, and inspection; reservation of location not guaranteed; application on behalf of food trucks at events.

- a) *Application.* The application for a food truck license shall be on forms approved by the city clerk and shall include the following information:
- 1) Name of the applicant; name of the business; applicant's signature; phone number, email contact, and business address of the applicant.
 - 2) If the owner of the business is different than the applicant, name of the business owner; owner's signature; phone number, email contact, and business address of the owner.
 - 3) Information on the food truck, including the year, make and model of the vehicle or unit and its dimensions.
 - 4) A statement of the status of monies owed to the city including, but not limited to, water bills, real property taxes, personal property taxes, and miscellaneous fees. An applicant with any unpaid fees owed to the city shall not be eligible for a license under this article.
 - 5) Copies of all necessary licenses or permits issued by the Wayne County Health Department, another county health department in the State of Michigan, and/or the State of Michigan, including but not limited to a copy of the food service establishment license issued by the State of Michigan, Michigan Department of Agriculture and Rural Development, or successor agency.
 - a. *Retention of state license.* The Clerk shall keep a copy of the type of state license (e.g., mobile food establishment or special transitory food unit) that each licensee under this article has for the duration of their local license.
 - 6) A signed statement that the licensee shall hold harmless and indemnify the city, their officers, and employees for any claims for damage to property or injury to persons which may occur as a result of any activity carried on under the terms of the license.
 - 7) Proof of insurance coverage as follows:
 - a. Proof of commercial general liability policy with limits of no less than \$1,000,000.00 per occurrence with a \$2,000,000.00 general aggregate including products liability issued by an insurer licensed to do business in the State of Michigan.
 - b. For food trucks operating on city-owned public property, insurance coverage naming the city as an additional insured is required.

- c. Proof of liability and property damage motor vehicle policy with limits of no less than \$1,000,000.00 used by an insurer licensed to do business in the State of Michigan.
- b) *Fee*. Payment of the non-refundable fee listed in chapter 12, section 12-6 of the code of ordinances shall be submitted with the application.
- c) *Code compliance*. In addition to the application requirements under this subsection, each applicant must successfully pass review and inspection to ensure that they are in compliance with all relevant requirements of the fire prevention code.
- d) *Inspection requirements; proof of inspection*. The following inspection requirements shall apply:
 - 1) *Consent to inspection*. The filing of an application for a food truck license shall constitute consent to inspection by the City's Fire Department for the purpose of ensuring compliance with the specific regulations of this article, the City's Code of Ordinances, and applicable law. This subsection shall be narrowly construed by the City to authorize reasonable inspections of the food truck pursuant to this article.
 - 2) *Scheduling and scope of inspection*. Upon the filing of a completed application, the city clerk shall forward a copy of the application to the Dearborn fire department to schedule an inspection. *Inspections will occur during normal city business hours or at another mutually agreeable time, and the applicant shall allow representatives of the Fire Department into the food truck to complete inspection. Inspections of the food truck shall be for the following:*
 - a. ~~(i)-compliance~~ Compliance with the City's fire prevention code Fire Prevention Code, Sec. 10-38 of the Code of Ordinances, including but not limited to code requirements related to propane use and storage, as referenced in Sec. 12-255 of this article;
 - b. (ii) ~~and inspection~~ Inspection of the food truck for compliance with generator noise decibel levels. *Per Sec. 12-255 below, All all* generators must operate at a level of eighty (80) decibels or lower, exclusive of any other noise, when measured from a distance of fifteen (15) feet.; *and*
 - c. ~~and (iii)-an~~ An inspection to confirm that exhaust from the food truck is directed away from the service side of the vehicle; *and* ~~(iv)~~
 - 3) *Alternative inspection*. Proof from the Western Wayne County Fire Department Mutual Aid Association that the applicant's food truck complies with the fire safety, propane, generator noise decibel, and

exhaust requirements of this article is sufficient if proof of such compliance is provided to the Dearborn Fire Marshall for verification.

4) ~~(e).~~ ~~Filing an application for a food truck license shall constitute consent to inspection by the fire department for the purpose of ensuring compliance with the specific regulations of this article. During city business hours or at another mutually agreeable time, the applicant shall allow representatives of the fire department onto the food truck to complete inspection. This section shall be narrowly construed by the city to authorize reasonable inspections of the food truck pursuant to this article.~~

- e) ~~(f)~~ *Location disclaimer.* Application under this section does not guarantee access to city-approved locations for operation of a licensee's food truck. Licensees interested in accessing approved locations must seek and receive approval as indicated in section 12-255 of this article.
- f) ~~(g)~~ *License validity.* A license issued under this article is valid for a food truck and its employees.
- g) ~~(h)~~ *Non-transferable.* A license issued under this article shall not be transferable from one food truck to another.
- h) ~~(i)~~ *Third-party application for events.* For events with 2 or more food trucks, the event organizer may apply for a food truck license on behalf of the participating food trucks subject to compliance with all requirements for licensure under this article.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1724, 2-8-22; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-253. - License renewal and expiration.

Food truck licenses must be renewed annually by submitting an application pursuant to the terms and requirements of this article. Licenses issued under this article shall expire annually on April 30. Food trucks that have a valid license on the effective date of the amendments to this section, and whose license is scheduled to expire on December 1, 2024, are hereby granted an extension of their license until April 30, 2025.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-254. - Display of license.

The license issued to a food truck owner/operator by the city clerk shall be displayed in a conspicuous location whenever the food truck is open for business in the City of Dearborn. In addition, food trucks shall be ready to provide visual proof of the city

license and all necessary county health department and/or State of Michigan permits and licenses at all times.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-255. - Rules, guidelines, and restrictions; authorized locations and reserving space; ~~block parties.~~

a) *Rules, guidelines, and restrictions.*

- 1) ~~(1)~~ *Hours of operation.* Hours of operation in designated park locations shall be between the hours of 8:00 a.m. and 9:00 p.m., unless otherwise allowed in writing by the Director of Recreation.
- 2) ~~(2)~~ *Interference with adjacent buildings prohibited.* Food trucks shall not impede access to the entrance or driveway of any adjacent building.
- 3) ~~(3)~~ *Trash collection by operator.* All trash or debris accumulating within 20 feet of any food truck shall be collected by the operator and deposited in a trash container. All food truck operators must provide trash receptacles adjacent to or as a part of their truck. Operators may also rent trash receptacles from the city at an additional cost. It shall be unlawful for any food truck operator, or anyone aiding or assisting in the operation of a food truck, to throw or deposit any goods, merchandise, packaging, containers, fat, grease, paper, or other liquid waste upon any alley, street or sidewalk, or in any sewer, in the city.
- 4) ~~(4)~~ *Waste disposal by operator.* All waste originating from the food truck, and not from customers, shall be collected and disposed of ~~by~~ off-site by the food truck operator each day. Spills of food or food by-products shall be cleaned up and no dumping of greywater on the street or in parks and storm drains is allowed. Food truck operators should take appropriate precautions to prevent spills or other damages to the public property as a result of their operation. Food trucks are responsible for all greywater, grease, and other food waste, which shall NOT be dumped or disposed of on or into public property, including but not limited to drains and public trash receptacles.
- 5) ~~(5)~~ *Noise and generators.* No food truck operator shall make or cause any unreasonable or excessive noise. No loud music or amplified announcements or noise are permitted. In addition, all generators must operate at a level of eighty (80) decibels or lower when measured from a distance of fifteen (15) feet. Initial inspection by the fire department shall include generator compliance.
- 6) *Propane usage.* Food trucks that utilize propane must comply with all relevant requirements under law, including but not limited to the City's

Fire Code (See Code of Ord., Sec. 10-38), and pass fire code inspection.

- a. Propane canisters must be securely mounted to the food truck or placed within a ventilated compartment;
 - b. A ventilated compartment must provide for the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, the location of the propane canister being used, in conformity with the definition of “ventilation” found in Sec. 202 of IFC 2024; and
 - c. Propane canister must not be stored or placed on the ground
- 7) (6) *Exhaust*. All food trucks shall direct exhaust away from the service side of the vehicle. Initial inspection by the fire department shall include exhaust compliance.
- 8) (7) *Nuisance prohibited*. Except as otherwise stated in this article, food truck operators shall be subject to the provisions of ~~chapter 13 of the city's code of ordinances~~ Chapter 13 of the City's Code of Ordinances regarding nuisances, including but not limited to regulations regarding noise, smoke, and noxious odors.
- 9) (8) *Traffic obstruction prohibited*. No food truck operator shall conduct business in such a way as would increase traffic congestion or delay, constitute a hazard to life or property, interfere with an abutting property owner, or obstruct access to emergency vehicles.
- 10)(9) *Public rights of way*. Food truck operators shall operate in compliance with all provisions of the ~~City's Code of Ordinances and Zoning Ordinance~~ *code of ordinances and zoning ordinance* that govern sidewalks and other public places, traffic, and motor vehicles.
- 11)(10) *Code compliance*. Food truck operators shall be subject to all applicable building, electrical, mechanical, and fire safety code requirements, including any permit or inspection requirements deemed necessary by the building official.
- 12)(11) *Signs*. Signage shall be placed on the food truck. Separate free-standing signs are permitted in accordance with the city's existing encroachment regulations and sign ordinance (See Dearborn Code of Ordinances chapter 5, article XII).
- 13)——(12) *Lights*. All exterior lights more than sixty (60) watts are subject to the following regulations:
- a. Lighting and/or illumination shall not create glare or excessively illuminate the surrounding area;

- b. Lighting and/or illumination that distracts motorists or creates a traffic hazard for either vehicles or pedestrians is prohibited;
- c. No flashing, blinking, or strobe lights are allowed when the food truck is parked, in-service, or in motion within the city; and
- d. All exterior lights shall be located and directed downward (below the horizontal), and shall not be directly visible from or aimed at adjacent streets, roads, or properties.

~~14)(13)~~ **Power supply.** Power required for a food truck shall be self-contained and self-provided. However, a food truck may request authorization from the building official to utilize public utilities where available. No power cable shall be extended on or across any city street or sidewalk except in a safe, concealed manner designed to prevent tripping if reviewed and approved by the building official or their designee.

~~15)(14)~~ **Proximity to fire hydrants.** No food truck is allowed within twenty (20) feet of a fire hydrant.

b) *Authorized locations to operate food trucks in the city; city park food truck permit required.*

1) ~~(1)~~ Public parks and park property. In addition to the licensing requirements under this article, food truck operators must also obtain a recreation food truck permit from the director of the department of recreation, or their designee, before operating a food truck in designated locations as identified below. Applicants must be licensed pursuant to the terms and conditions of this article, and their license must remain in good standing at all times they are in operation.

2) ~~a.~~ **Application process.**

a. ~~1.~~ Before applying for a recreation food truck permit to operate at a designated location, applicants must have a valid food truck license.

b. ~~2.~~ Applicants must file a complete application with the recreation department on forms approved by the director of the department of recreation, or their designee.

c. ~~3.~~ A fee determined by the director of the department of recreation is due at the time of application. The fee shall be non-refundable except as otherwise stated in this article.

d. ~~4.~~ Complete applications will be taken on a first-come, first-serve basis.

3) ~~b.~~ **Rental fee.** A non-refundable administrative rental fee determined by the director of the department of recreation will be charged addition

to the application fee under this subsection. Such fee will be based on the duration that designated locations will be rented, with the following tiers:

- a. ~~1.~~ Daily pass;
 - b. ~~2.~~ Weekly pass;
 - c. ~~3.~~ Weekend pass;
 - d. ~~4.~~ Monthly pass;
 - e. ~~5.~~ Season pass (no holidays); and
 - f. ~~6.~~ Premium pass (includes holidays and first priority for special events).
- 4) ~~e.~~ *Designated locations.* The director of the department of recreation may designate areas at the following locations for the operation of food trucks pursuant to the terms and conditions of this article:
- a. ~~1.~~ Lapeer Park.
 - b. ~~2.~~ Hemlock Park
 - c. ~~3.~~ Ford Woods Park
 - d. ~~4.~~ Ford Field Park.
 - e. ~~5.~~ Levagood Park.
 - f. ~~6.~~ Crowley Park.
 - g. ~~7.~~ Ten Eyck Park.
 - h. ~~8.~~ Ford Center for the Performing Arts.
 - i. ~~9.~~ Other city parks as designated by the recreation director.
- 5) ~~d.~~ *Grounds for revocation of designated location.* The recreation director shall issue a written notice to revoke the recreation food truck permit if the food truck license has been revoked by the city clerk.
- 6) ~~e.~~ *Appeals for park locations.* Any person denied a location in a designated location under this subsection (b), ~~section 12-255(b)(1),~~ may appeal same as follows:
- a. ~~1.~~ A person wishing to appeal pursuant to this subsection must first file a written statement of the grounds for appeal and the relief requested with the recreation director. Such appeal shall be filed with the director within 14 days of notice of denial. The appeal shall be decided by the director or their designee without hearing and within 14 days of receiving the appeal, based on review of the

written statement, any supporting documents or materials submitted by the appellant, and any other papers, materials, and documents associated with the decision.

- b. ~~2.~~ The decision of the director or designee may be appealed to city council by filing a written statement of the grounds for appeal and the relief requested with the council office. Such appeal shall be filed with the council office within 14 days of notice of denial by the recreation director.

7) *Notice of ~~appeal~~ hearing.* Upon receipt of a request for appeal, the city council shall provide the appellant with notice and an opportunity to be heard. The city council shall serve notice upon the licensee by certified mail not less than 14 days prior to the hearing. The notice shall state:

- a. ~~(i)~~ The date, time and place of the hearing.
- b. ~~(ii)~~ A statement that the licensee may present evidence and testimony, and may be represented by an attorney.
- c. The city council shall also notify the recreation director of the date and time of the hearing and provide a complete copy of the appellant's written notice. The recreation director, or their designee, shall attend the appeal hearing.

8) *Appeal hearing ~~Hearing~~ and decision.* The hearing shall be conducted by the city council and shall be open to the public. The city council shall, by resolution, decide the appeal at the public hearing. The city council shall only decide the following:

- a. ~~(i)~~ Whether to uphold or overturn the decision of the recreation director;
- b. ~~(ii)~~ If the recreation director's decision is upheld, the council's ruling shall be final;
- c. ~~(iii)~~ If the recreation director's decision is overturned, the council shall then determine:
 - i. ~~(i)~~ ~~Whether whether~~ the appellant can have the park location they originally applied for;
 - ii. ~~(ii)~~ ~~If if~~ that location is occupied by another food truck, whether another location is available; or
 - iii. ~~(iii)~~ ~~If if~~ the appellant does not want another location whether to refund the appellant's application fee for a recreation food truck permit.

- c) ~~(2)~~ *Block parties.* Food trucks may operate at block parties that receive a valid permit under ~~Chapter 17 of the City's Code of Ordinances~~ ~~chapter 17 of the code~~

~~of ordinances~~, and must comply with all requirements of this article, the ~~Code of Ordinances~~ ~~code of ordinances~~, and ~~Zoning Ordinance~~ ~~zoning ordinance~~.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-256. - Suspension or revocation of license.

a) Any license issued under this article may be suspended or revoked for any of the following reasons:

- 1) ~~(1)~~ Fraud or misrepresentation in the application for the license.
- 2) ~~(2)~~ Fraud or misrepresentation in the course of conducting business.
- 3) ~~(3)~~ Conducting the business contrary to the conditions of the license, this article, or applicable provisions of the city's code of ordinances or zoning ordinance.
- 4) ~~(4)~~ Conducting the business of vending in such manner as to create a public nuisance or constitute a danger to the public health, safety and welfare.
- 5) ~~(5)~~ Conviction of any crime involving moral turpitude while holding a vending license from the city.
- 6) ~~(6)~~ Intervention by the state department of health due to uncorrected health or sanitation violations.

b) Upon suspension or revocation, the city shall deliver written notice to the license holder stating the action taken and the reasons supporting such action. The written notice shall be delivered to the license holder's place of business or mailed to the license holder's last known address.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-257. Appeals.

Persons whose licenses under this article have been suspended or revoked, or whose application for a license has been denied, may appeal by filing a written notice of appeal with the city council.

(Ord. No. 18-1613, 6-12-18; Ord. No. 22-1743, 5-24-22; Ord. No. 23-1805, 1-9-24)

Sec. 12-258. Enforcement.

The provisions of the article shall be enforced by the ~~Director of Economic Development~~ ~~director of economic development~~ and any deputies, agents, or inspectors designated by him, any officer of the ~~City's Police Department~~ ~~police department~~, and the ~~City Clerk~~ ~~city clerk~~ or their designee.

(Ord. No. 23-1805, 1-9-24)

Sec. 12-259. Other permits, licenses, or authorizations.

A license or permit obtained under this article shall not relieve any food truck of the responsibility for obtaining any other permit or license or authorization required by any other ordinance, statute, or administrative rule.

(Ord. No. 23-1805, 1-9-24)

Sec. 12-260. Severability.

Should any word, phrase, sentence, paragraph, or section of this article be held invalid or unconstitutional, the remaining provisions of the article shall remain in full force and effect.

(Ord. No. 23-1805, 1-9-24)

Secs. 12-261—12-265. Reserved.



EXECUTIVE SUMMARY

REQUEST: Requesting recognition and appropriation of U.S. Department of Health and Human Services Grant

DEPARTMENTS: Public Health, Philanthropy & Grants

BRIEF DESCRIPTION: This request is made to recognize and appropriate the Department of Health and Human Services Grant awarded to Dearborn in the amount of \$1,000,000 with no local match. The budget agreement start date is August 31, 2024 and continues through August 30, 2025. It is requested that the Finance Director be authorized to recognize the \$1,000,000 into Public Health, Intergovernmental Revenue, Federal, Other and appropriate the \$1,000,000 into Public Health, Health and Welfare, Undistributed Appropriations.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: Rx Kids is a groundbreaking public health and anti-poverty initiative that provides universal, unconditional cash support to all pregnant individuals and infants in participating cities. First piloted in Flint in 2024, Rx Kids has demonstrated measurable success in improving maternal and infant health, strengthening family financial stability, and fostering trust in healthcare and government systems.

With leadership from Michigan State University's Pediatric Public Health Initiative and Poverty Solutions at the University of Michigan, and administration by GiveDirectly, the program blends state TANF dollars with philanthropic funds to deliver up to \$4,500 per mother-baby. Dearborn's implementation of Rx Kids will draw from this proven model.

The \$1,000,000 DHHS award will help support the launch of the program in the city, providing a financial lifeline to expecting and new parents and aiming to eliminate infant poverty locally. As of early 2024, nearly 100% of eligible families in Flint have participated in Rx Kids, with over \$6 million distributed, and there is strong evidence of improved health outcomes, increased prenatal care participation, reduced stress, and increased parental confidence. Dearborn will build upon this foundation to support its own young families in a city where 40% of residents are under the age of 19.

FISCAL IMPACT: No local match

COMMUNITY IMPACT: Rx Kids is expected to significantly improve maternal and infant health outcomes while supporting economic security for young families. By providing timely financial support, it reduces maternal stress, encourages prenatal and well-child visits, and enhances early childhood development. Dearborn's participation in this program will support local efforts to create a healthier city for all residents, starting with our youngest.

IMPLEMENTATION TIMELINE: Immediately upon approval



**Philanthropy
and Grants**

MEMORANDUM

COMPLIANCE/PERFORMANCE METRICS: Performance will be measured through participation rates and outcomes such as improved maternal health and household stability.

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

TO: Dearborn City Council

FROM: Public Health, Philanthropy and Grants Department

SUBJECT: Rx Kids DHHS Award

DATE: April 21, 2025

Summary of Request

The City of Dearborn has been awarded a Department of Health and Human Services Grant in the amount of \$1,000,000. The budget agreement start date is August 31, 2024 and continues through August 30, 2025.

It is respectfully requested that Council authorize the acceptance of the award and its recognition and appropriation of \$1,000,000 from the Department of Health and Human Services. Additionally, it is requested the Finance Director be authorized to recognize the \$1,000,000 into Public Health, Intergovernmental Revenue, Federal, Other and appropriate the \$1,000,000 into Public Health, Health and Welfare, Undistributed Appropriations.

Background and Justification

The Rx Kids program represents an innovative, evidence-based public health strategy to address the economic instability experienced by families during pregnancy and infancy—the most critical window of a child's development.

Launched in Flint in January 2024, Rx Kids is the nation's first universal, unconditional cash prescription program for pregnant individuals and infants. It has already demonstrated extraordinary results: nearly 100% participation, over \$6 million distributed to families, and measurable improvements in maternal mental health, infant care access, and family well-being.

Dearborn, where 40% of residents are under the age of 19, is uniquely positioned to benefit from Rx Kids. The city's diverse, multigenerational households, many of whom face economic pressures despite working-class incomes, stand to gain significantly from the stability and dignity this program offers. Rx Kids provides each enrolled family with a one-time prenatal payment of \$1,500 and \$500 per month for the first six-months of the baby's life, addressing basic needs like food, housing, and transportation at a critical time.

This \$1,000,000 federal grant from the Department of Health and Human Services will help fund the launch of Rx Kids in Dearborn. The program is managed by nationally respected partners including Michigan State University, the University of Michigan, and GiveDirectly, and has already attracted bipartisan praise and philanthropic investment.

The Dearborn expansion aligns directly with the City's commitment to improving community health, supporting young families, and investing in the long-term success of its residents..

Immediate effect is requested.



**Philanthropy
and Grants**

MEMORANDUM

Prepared by:

Signed by:

Maria Willett

5F7C82870E294AB...

Maria Willett – Philanthropy & Grants Director

Department Approval:

DocuSigned by:

Ali Abazeed

073F90321C414C7...

Ali Abazeed – Public Health Director

Budget Approval:

DS

MHA

DocuSigned by:

Michael Kennedy

E77919D1421447F

Michael Kennedy – Finance Director/Treasurer

Corporation Counsel:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...

Jeremy J. Romer – Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Amend Water Rate Ordinance for Fiscal Year 2026

DEPARTMENT: Public Works & Facilities

BRIEF DESCRIPTION: Request to amend the Water Rate Ordinance for Fiscal Year 2026 to update the Water and Sewer rates, effective July 1, 2025.

PRIOR COUNCIL ACTION: Each Fiscal Year the Water and Sewer rates are updated as part of the budget process. City Council is required to approve the updated ordinance in order for the new rates to take effect.

BACKGROUND: The Water and Sewer FY2026 budget requests, along with the proposed Water and Sewer rates, were discussed with the City Council on April 2, 2025, and reconfirmed on April 23, 2025.

The proposed FY2026 Water and Sewer rates continue with the methodology change that was implemented for FY2023, where 28% of revenue is from fixed charges, and 72% is variable based on the customer's actual usage. A standalone fixed rate for Fireline accounts is also in effect.

FISCAL IMPACT:

- Combined rate increase is approximately 3.3%.
- Fireline fixed rate increased 3.0%.
- Total system usage projected for FY2026 is flat with FY2025 estimate.
- Includes \$34.1 million in funding for GLWA charges.
- Includes funding approximately \$7.5 million in water and sewer infrastructure replacements.
- Includes \$219,000 for Capital Equipment.
- Maintains in-house lead service replacement efforts (funding \$2,000,000).

IMPACT TO COMMUNITY:

- Rate methodology remains unchanged from the current fiscal year (FY2025).
- Residential customers with average usage (2 Mcf per quarter) will experience a **3.3% increase** (approximately \$7.41 per quarter) over FY2025.
- Standalone Fireline fixed rate increased 3.0%.

IMPLEMENTATION TIMELINE: Updated water and sewer rates to take effect July 1, 2025.

COMPLIANCE/PERFORMANCE METRICS: The Department of Public Works and Finance will continue to work in tandem to review activity within the system. Future fiscal year rates / methodology adjustments proposed will be based on detailed reviews of system usage by customer classification, meter size, etc., to ensure accurate expectations of the effects of the adjustments are being provided.

**DEPARTMENT OF PUBLIC WORKS
WATER / SEWERAGE DIVISION
2951 GREENFIELD DEARBORN, MI 48120**



TO: CITY COUNCIL
VIA: MAYOR ABDULLAH H. HAMMOUD
FROM: TIM HAWKINS, DIRECTOR OF PUBLIC WORKS
SUBJECT: PROPOSED ORDINANCE CHANGE FOR WATER AND SEWER RATES AND TAP FEES
DATE: MAY 1, 2025

Attached are the proposed changes to Chapter 19 of the Code of the City of Dearborn related to water and sewer rates, and tap fees. The updated rate methodology implemented for FY2023 will remain in effect. The model is based on a 72% Variable / 28% Fixed charge, with a separate fixed rate for Fireline accounts.

Our costs to the Great Lakes Water Authority (GLWA) for annual water purchases is based on a 60% fixed rate cost, and our cost for annual sewage disposal services is based on a 100% fixed rate cost. The GLWA's wholesale rate(s) to the City of Dearborn, for sewage disposal services will increase 4.40%, as of July 1, 2025, and the budgeted wholesale water rate for the City of Dearborn will increase 4.40%. The majority of the City's rate increases are due to escalation of costs for Capital Improvements, Operations, Maintenance, Supplies and the aforementioned GLWA rate increases. These proposed rates will be required to pay the approximately \$34,111,400 of annual budgeted charges to GLWA, as well as our own departmental expenses and Capital Improvement plans for FY 2026. These proposed rates have been incorporated into the revenue projections that are part of the 2025-2026 Water and Sewer Division proposed budget.

In addition to paying GLWA, our proposed water and sewer rates directly fund Dearborn's Water & Sewerage infrastructure replacement projects (CIP), the operation and maintenance of 370 miles of water lines, cleaning and maintenance of 640 miles of sewer lines, metering, billing and collections, operations and maintenance of sewage lift stations, 2 major sewage pumping stations, and 4 CSO capture facilities, and various revenue bonds, interest and principal payments attributable to the Water and Sewer Division.

Thank you for your consideration in this matter.

Approved as to form:

DocuSigned by:
Tim Hawkins
35BABC5BED3455...

Tim Hawkins
Director of Public Works

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy Romer
Corporation Counsel

ORDINANCE NO.

**AN ORDINANCE TO AMEND THE WATER
AND SEWERS CHAPTER (CHAPTER 19) OF
THE CODE OF ORDINANCES OF THE CITY
OF DEARBORN BY AMENDING ARTICLE 1
ENTITLED "IN GENERAL."**

THE CITY OF DEARBORN ORDAINS TO:

**Amend Chapter 19 of the Code of the City of Dearborn by amending Article 1 to
read as follows:**

ARTICLE 1. – IN GENERAL

Sec. 19-5. - Water service to premises outside city limits.

If the owner of premises situated outside, but adjacent to the corporate limits of the city, may desire to connect such premises to the sewer facilities of the city so as to dispose of the sanitary sewage originating on or in connection with such premises, and if such premises are serviced by water mains with meters attached which are under the control and supervision of the city, such owner may apply for a permit to install or cause to be installed the necessary tap and connection to such sewer and the disposal of the sanitary sewage originating on or in connection with such premises under the following terms and conditions:

.....

- (4) The applicant and all persons claiming under or through him shall further agree to and shall pay to the city quarterly and within 21 days after the bill therefore is rendered by the city, a sewerage disposal fee based on the amount of water consumed on such premises, as determined by the quarterly reading of the water meter, such sewage disposal fee to be computed at the rate of \$~~50.20~~48.60 per 1,000 cubic feet or fraction thereof, of water consumed, for all bills rendered on or after the effective date of this section.

.....

(Ord. No. 85-326, § 4, 6-4-85; Ord. No. 89-456, § 4, 6-20-89; Ord. No. 90-496, 6-19-90; Ord. No. 92-536, § 4, 7-21-92; Ord. No. 95-639, 7-5-95; Ord. No. 96-679, 7-16-96; Ord. No. 97-706, 6-17-97; Ord. No. 98-726, 6-16-98; Ord. No. 99-771, 7-6-99; Ord. No. 02-903, 6-18-02; Ord. No. 03-970, 6-17-03; Ord. No. 04-1006, 6-15-04; Ord. No. 05-1046, 6-20-05; Ord. No. 06-1080 5-15-06; Ord. No. 07-1131, 6-18-07; Ord. No. 08-1170, 6-16-08; Ord. No. 09-1230, 6-15-09; Ord. No. 10-1273, 6-7-10; Ord. No. 11-1332, 6-20-11;

Ord. No. 12-1358, 6-12-12; Ord. No. 13-1402, 6-11-13; Ord. No. 14-1427, 5-20-14; Ord. No. 15-1465, 5-19-15; Ord. No. 16-1541, 6-14-16; Ord. No. 17-1580, 5-23-17; Ord. No. 18-1615, 6-19-18; Ord. No. 19-1653, 6-18-19)

Sec. 19-28. - Rates, when payable.

Water rates shall be paid quarterly. The following rates for water supply and service shall be charged on all bills rendered on and after the effective date of July 1, 202~~5~~4.

The rate for non-fireline accounts per MCF for water is \$~~35.2034.10~~ plus a capacity charge of \$18.~~7247~~, per equivalent factor based on the meter size as shown in the following schedule. The rate for fireline accounts per MCF for water is \$~~35.2034.10~~, plus a capacity charge of \$~~28.3927.56~~ per equivalent factor based on meter service size as shown in the following schedule.

THE RATE PER MCF FOR WATER IS \$~~35.2034.10~~ PLUS A CAPACITY CHARGE OF \$~~18.7248.17~~ PER EQUIVALENT FACTOR FOR NON-FIRELINE ACCOUNTS. THE RATE PER MCF FOR WATER IS \$~~35.2034.10~~ PLUS A CAPACITY CHARGE OF \$~~28.3927.56~~ PER EQUIVALENT FACTOR FOR FIRELINE ACCOUNTS. THE RATE PER MCF FOR SEWER IS \$~~50.2048.60~~ PLUS A CAPACITY CHARGE OF \$~~44.4442.98~~ PER EQUIVALENT FACTOR BASED ON THE METER SIZES AS SHOWN IN THE FOLLOWING SCHEDULE. These rates will be effective on all bills rendered on or after July 1, 202~~5~~4.

Calculation of Quarterly Water Capacity Charge, Water Basic Service Charge and Sewer Capacity Charges, Based on Meter Sizes

Water Meter Sizes	Equivalent	Quarterly Water Capacity Charge X Equivalent Factor	Minimum Quarterly Water Basic Service Charge	Quarterly Sewage Capacity Charge	Quarterly Basic Service Charges Water and Sewer Non-Fireline	Quarterly Basic Service Charges Water Fireline
Meter Size	FACTOR	\$18. 7247	\$0.00	\$4 4.442.9 ₈	Column C + Column E	\$28. 397.56
5/8 MAG	1	\$18. 7247	\$0.00	\$4 4.442.9 ₈	\$6 3.161.15	\$28. 397.56
¾	1	\$18. 7247	\$0.00	\$4 4.442.9 ₈	\$6 3.161.15	\$28. 397.56

1	2	\$3 7.446.3 4	\$0.00	\$ 88.8885. 96	\$12 6.322.30	\$5 6.785.12
1½	4	\$7 4.882.6 8	\$0.00	\$17 7.761. 92	\$2 52.6444.60	\$1 13.5610.24
2	7	\$1 31.042 7.19	\$0.00	\$3 11.0800 -86	\$4 42.1228.05	\$19 8.732.92
2 × 5/8	7	\$1 31.042 7.19	\$0.00	\$3 11.0800 -86	\$4 42.1228.05	\$19 8.732.92
3	16	\$29 9.520. 72	\$0.00	\$ 711.0468 7.68	\$ 1,010.56978. 40	\$4 54.2440.96
3 × ¾	16	\$29 9.520. 72	\$0.00	\$ 711.0468 7.68	\$ 1,010.56978. 40	\$4 54.2440.96
4	25	\$4 68.005 4.25	\$0.00	\$1, 111.00 074.50	\$1,5 79.0028.7 5	\$ 709.75689.00
4 × ¾	25	\$4 68.005 4.25	\$0.00	\$1, 111.00 074.50	\$1,5 79.0028.7 5	\$ 709.75689.00
4 × 1	25	\$4 68.005 4.25-	\$0.00	\$1, 111.00 074.50	\$1,5 79.0028.7 5	\$ 709.75689.00
6	50	\$9 36.000 8.50	\$0.00	\$2, 222.00 149.00	\$3, 158.00057. 50	\$1, 419.50378.00
6 × 1	50	\$9 36.000 8.50	\$0.00	\$2, 222.00 149.00	\$3, 158.00057. 50	\$1, 419.50378.00
6 × 3 × 1	50	\$9 36.000 8.50	\$0.00	\$2, 222.00 149.00	\$3, 158.00057. 50	\$1, 419.50378.00

8	80	\$1,497.60 453.60	\$0.00	\$3,555.20 438.40	\$5,052.80 4,892.00	\$2,271.20 204.80
8 × 2	80	\$1,497.60 53.60	\$0.00	\$3,555.20 438.40	\$5,052.80 4,892.00	\$2,271.20 204.80
8 × 4	80	\$1,497.60 53.60	\$0.00	\$3,555.20 438.40	\$5,052.80 4,892.00	\$2,271.20 204.80
8 × 4 × 1	80	\$1,497.60 53.60	\$0.00	\$3,555.20 438.40	\$5,052.80 4,892.00	\$2,271.20 204.80
8 × 6 × 1	80	\$1,497.60 53.60	\$0.00	\$3,555.20 438.40	\$5,052.80 4,892.00	\$2,271.20 204.80
10	115	\$2,152.80 089.55	\$0.00	\$5,110.60 4,942.70	\$7,263.40 7,032.25	\$3,264.85 3,169.40
12	155	\$2,901.60 816.35	\$0.00	\$6,888.20 661.90	\$9,789.80 9,478.25	\$4,400.45 4,271.80
16	285	\$5,335.20 178.45	\$0.00	\$12,665.40 12,493.30	\$18,000.60 17,827.75	\$8,091.15 7,854.60
24	600	\$11,232.00 10,902.00	\$0.00	\$26,664.00 26,378.00	\$37,896.00 37,690.00	\$17,034.00 16,936.00

(Ord. No. 85-326, § 24, 6-4-85; Ord. No. 91-517, 7-2-91; Ord. No. 92-536, § 24, 7-21-92; Ord. No. 95-639, 7-5-95; Ord. No. 96-679, 7-16-96; Ord. No. 97-706, 6-17-97; Ord. No. 98-726, 6-16-98; Ord. No. 99-771, 7-6-99; Ord. No. 00-822, 6-20-00; Ord. No. 01-853, 6-28-01; Ord. No. 02-903, 6-18-02; Ord. No. 03-970, 6-17-03; Ord. No. 04-1006, 6-15-04; Ord. No. 05-1045, 6-20-05; Ord. No. 06-1080, 5-15-06; Ord. No. 07-1131, 6-18-

07; Ord. No. 08-1170, 6-16-08; Ord. No. 09-1230, 6-15-09; Ord. No. 10-1273, 6-7-10; Ord. No. 11-1332, 6-20-11; Ord. No. 12-1358, 6-12-12; Ord. No. 13-1402, 6-11-13; Ord. No. 14-1427, 5-20-14; Ord. No. 15-1465, 5-14-15; Ord. No. 16-1541, 6-14-16; Ord. No. 17-1580, 5-23-17; Ord. No. 18-1615, 6-19-18; Ord. No. 19-1653, 6-18-19)

Sec. 19-29. - Sewage treatment rates.

(a) *Volume of flow.* The charges for sewage treatment shall be based upon water consumption, as indicated on the water bill and shall be billed quarterly. Such rates shall be computed on the basis of \$~~50.2048-60~~ per MCF of water used and a quarterly basic service charge of \$~~44.442-98~~ per equivalent factors based on meter size as shown in the schedule in section 19-28. These rates will be effective on all bills rendered on or after July 1, 202~~5~~⁴.

.....

(b) *Industrial waste control (IWC) and high strength surcharge.* In addition to the aforementioned volume of flow rate of \$~~50.2048-60~~ per MCF, specific industrial and commercial firms identified by the Great Lakes Water Authority, and contributors of certain pollutants in concentrations which exceed normal sewage, will be surcharged quarterly. The surcharge rates established and adopted by the Great Lakes Water Authority shall be passed through to the identified industrial and commercial firms with the same impact and effective dates as adopted by the Great Lakes Water Authority.

(c) *Industrial waste control charge.* In addition to the aforementioned volume of flow rate and the high strength surcharge, specific industrial and commercial users identified by the Great Lakes Water Authority will also be charged an industrial waste control charge.

(d) *Nonresidential flow surcharge.* For funding of the activities of the industrial waste control section, a monthly charge shall be assessed. The surcharge rates established and adopted by the Great Lakes Water Authority shall be passed through with the same impact and effective dates as adopted by the Great Lakes Water Authority.

(Ord. No. 85-326, § 25, 6-4-85; Ord. No. 91-517, § 25, 7-2-91; Ord. No. 92-536, § 25, 7-21-93; Ord. No. 95-639, 7-5-95; Ord. No. 96-679, 7-16-96; Ord. No. 97-706, 6-17-97; Ord. No. 98-726, 6-16-98; Ord. No. 99-771, 7-6-99; Ord. No. 00-822, 6-20-00; Ord. No. 01-853, 6-28-01; Ord. No. 02-903, 6-18-02; Ord. No. 03-970, 6-17-03; Ord. No. 04-

1006, 6-15-04; Ord. No. 05-1045, 6-20-05; Ord. No. 06-1080, 5-15-06; Ord. No. 07-1131, 6-18-07; Ord. No. 08-1170, 6-16-08; Ord. No. 09-1230, 6-15-09; Ord. No. 10-1273, 6-7-10; Ord. No. 11-1332, 6-20-11; Ord. No. 12-1358, 6-12-12; Ord. No. 13-1402, 6-11-13; Ord. No. 14-1427, 5-20-14; Ord. No. 15-1465, 5-14-15; Ord. No. 16-1541, 6-14-16; Ord. No. 17-1580, 5-23-17; Ord. No. 18-1615, 6- 19-18; Ord. No. 19-1653, 6-18-19)



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award contract to the firm of Applied Science, Inc. for the amount of \$686,143.00 for Design and Construction Services for the Colson Palmer 12-Foot Storm Tunnel Rehab project (Dearborn Job No. 2025-019)

DEPARTMENT: Public Works & Facilities – Engineering Division, in Conjunction with Purchasing

BRIEF DESCRIPTION: The Colson Palmer stormwater line is a 12-foot diameter, 1.97-mile-long pipe that runs through the center of Dearborn. Its purpose is to funnel stormwater from Dearborn's northeast end to the Rouge River.

A condition assessment of the pipe and the amount of sediment and level of water has been performed. The next step will be the rehabilitation of the stormwater line.

PRIOR COUNCIL ACTION:

CR 4-167-17 and CR 3-125-18

BACKGROUND:

Due to development upstream and more intense rainfall resulting from climate change, rising water levels have the outfall (end) of the Colson Palmer stormwater line frequently under water. Backwater from the Rouge River now deposits debris and sediment in the stormwater line which reduces the open area in the stormwater line. From a physical inspection in the summer of 2024, it is estimated that the stormwater line has significant pockets of debris and sediment.

FISCAL IMPACT: \$686,143.00

COMMUNITY IMPACT:

This project will be a part of updating the storm tunnel which was originally built well above the Rouge River water line with the intention that it would allow stormwater to enter and flow freely throughout the line and empty back into the river without the need for routine maintenance.

IMPLEMENTATION TIMELINE:

With immediate effect.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

COMPLIANCE/PERFORMANCE METRICS:

The rehabilitation of this stormwater line will consist of the following:

- a) Develop drawings and specifications for the isolation of the outfall and develop concepts to isolate the outfall at Hubbell-Southfield RTB from the existing backwater gate chamber.
- b) Develop drawings and specifications for temporary and permanent dewatering and removal of sediment.
- c) Develop drawings and specifications for dewatering pumps to restore the storm line to its full 12-foot open area and increase the storage area for stormwater.
- d) Prepare bid documents, contracts, and change order and complete the federal David-Bacon as well as the Section 3 requirement for the project. Applied Science, Inc., will be responsible for technical guidance of the project terms involved in construction and rehabilitation as well as project management.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for Design & Construction Services – Colson Palmer Storm Tunnel Rehab (Dearborn Job No. 2025-019)

DATE: March 21, 2025

Budget Information

Project:	N24000 Colson Palmer Plan Phase 1 N24200 Colson Palmer Plan Phase 2
Total Approved Project Budget:	\$1,245,050
Available Project Budget:	\$1,052,251
Requested Amount:	\$686,143.00
Funding Source:	Sewer Fund, Sewerage, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

The Evaluation Team, on behalf of the Engineering Division, recommends the award of a contract for Design and Construction Services to Applied Science, Inc. which submitted the highest-rated proposal.

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

Background and Justification

The Colson Palmer stormwater line is a 12-foot diameter, 1.97-mile-long pipe that runs through the center of Dearborn. Its purpose is to funnel stormwater from Dearborn's northeast end to the Rouge River.

Due to development upstream and more intense rainfall due to climate change, rising water levels have the outfall (end) of the Colson Palmer stormwater line frequently under water. Backwater from the Rouge River now deposits debris and sediment in the stormwater line which reduces the open area in the stormwater line. From a physical inspection on June 28, 2021, it is estimated that the stormwater line is almost half full with water, debris, and sediment.

A condition assessment of the pipe and the amount of sediment and level of water has been performed. The next step will be the rehabilitation of the stormwater line.

This project will be a part of updating the storm tunnel which was originally built well above the Rouge River water line with the intention that it would allow stormwater to enter and flow freely throughout the line and empty back into the river without the need for routine maintenance.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

The rehabilitation of this stormwater line will consist of the following:

- a) Develop drawings and specifications for the isolation of the outfall and develop concepts to isolate the outfall at Hubbell-Southfield RTB from the existing backwater gate chamber.
- b) Develop drawings and specification for temporary and permanent dewatering and removal of sediment.
- c) Develop drawings and specifications for dewatering pumps to restore the storm line to its full 12-foot open area and increase the storage area for stormwater.
- d) Prepare bid documents, contracts, and change order and complete the federal David-Bacon as well as the Section 3 requirement for the project. Applied Science, Inc., will be responsible for technical guidance of the project terms involved in construction and rehabilitation as well as project management.

Procurement Process

Purchasing solicited proposals with process details as follows:

Process: Request for Proposal

Issue Date: February 5, 2025

Deadline Date: March 5, 2025

Vendors Solicited: 110

Solicitations Obtained: 67

Proposals Received: 2

The evaluation process comprised understanding of service, qualifications of team, past performance, and cost. The overall evaluation is as follows:

PROPOSER	TOTAL POINTS
Applied Science, Inc.	97
HDR Michigan	70

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:

James Foss

James Foss, Public Service Administrator

DocuSigned by:

Christopher Raschke

Christopher Raschke, Disaster Recovery Grant Manager

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of Contract for Street, Alley & Sidewalk Pavement Replacement-2025 (CIP Q74082 - Dearborn Job No. 2025-021).

DEPARTMENT: Public Works & Facilities, Engineering Division, in conjunction with Purchasing.

BRIEF DESCRIPTION: Award Contract to the firm of Eminent Contracting, LLC, the lowest responsive and responsible bid.

PRIOR COUNCIL ACTION: CR 4-203-22 Approved a contract with Zuniga Cement Construction Inc. for Street & Alley Pavement Replacement 2022

BACKGROUND: Street, alley, and sidewalk pavement replacement work is completed annually to perform spot repairs to the City's major and local streets, perform repairs to sewer and water drainage structures, and replace sidewalks having trip hazards caused by City trees. Approximately 900 spot repairs to the pavement and 200 spot replacements to the sidewalk throughout the City will be performed under this contract.

FISCAL IMPACT: \$3,115,985.00

COMMUNITY IMPACT:

- Replace sidewalks that have trip hazards caused by City trees in the easement.
 - Perform repairs to sewer and water drainage structures
 - Repair damaged pavement.
-

IMPLEMENTATION TIMELINE: This contract shall be valid for one (1) year.

COMPLIANCE/PERFORMANCE METRICS: Construction will be monitored by the DPWF/Engineering Division project team.

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

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for Street, Alley & Sidewalk Pavement Replacement-2025 (CIP Q74082 - Dearborn Job No. 2025-021)

DATE: April 21, 2025

Budget Information

Projects: Q74082

Total Approved Project Budget: \$3,489,291.00

Available Project Budget: \$3,489,291.00

Requested Amount: \$3,115,985.00

Funding Source: Major and Local Streets, Sewer, Water, and General Capital Improvement Funds, Construction Services

Supplemental Budget: N/A

Summary of Request

Purchasing, on behalf of the Engineering Division, recommends the award of a Contract for Street, Alley & Sidewalk Pavement Replacement to Eminent Contracting, LLC., which submitted the lowest responsive and responsible bid.

It is respectfully requested that Council authorize the award with **immediate effect** to facilitate the timely completion of the project. It is also requested that the City Engineer be authorized to execute all change orders or modifications.

The resulting contract shall not be binding until fully executed.

Background and Justification

Street, alley, and sidewalk pavement replacement work is completed annually to perform spot repairs to the City's major and local streets, perform repairs to sewer and water drainage structures, and to replace sidewalks with trip hazards caused by City trees. Approximately 900 spot repairs to the pavement and 200 spot replacements to the sidewalk throughout the City will be performed under this contract.

This contract has a provision for one (1) separate annual renewal upon mutual agreement between the City and the Contractor.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid
 Issue Date: March 20, 2025
 Deadline Date: April 16, 2025
 Vendors Solicited: 698
 Solicitations Obtained: 101
 Bids Received: 8

The bids were evaluated with the assistance of key staff from the Engineering Division and are shown in the following bid summary:

BIDDER	TOTAL BID
Eminent Contracting LLC	\$3,115,985.00
Zuniga Cement Construction Inc	\$3,306,415.00
Key Construction Group LLC	\$3,450,110.00
Mark Anthony Contracting	\$3,682,600.00
Great Lakes Contracting	\$3,996,557.50
Audia Concrete Construction	\$4,064,500.00
GV Cement	\$4,259,659.50
Luigi Ferdinandi & Son Cement	\$4,393,141.00

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

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

DocuSigned by:

Tim Hawkins

Tim Hawkins, Director of Public Works & Facilities

DocuSigned by:

Soud El-Jamaly

Soud El-Jamaly, City Engineer

Budget Approval:

DocuSigned by:

Michael Kennedy

Michael Kennedy, Finance Director/Treasurer

Initial

MD

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of Contract for Transverse Pavement Marking-2025.

DEPARTMENT: Public Works & Facilities/Engineering Division, in conjunction with Purchasing.

BRIEF DESCRIPTION: Maintaining visible pedestrian crosswalks, stop bar lines, and left- and right-turn arrow symbols at major street intersections are safety requirements. Non-visible markings must be replaced in a timely manner as it is a safety concern for pedestrian and motorists. Therefore, we must keep all transverse markings fairly visible. Having contractors readily available on short notice is beneficial to the City and the safety of its citizens. We recommend to award a contract to P.K. Contracting, Inc. which submitted the lowest responsive and responsible bid.

PRIOR COUNCIL ACTION: CR 7-397-22 – Approved a contract with P.K. Contracting, Inc. for Transverse Pavement Marking-2022 in the amount of \$246,236.40.

BACKGROUND: Periodic repainting of lane lines (striping) and transverse pavement markings (stop bars and crosswalk lines) for the roads are required to safely guide motorists and pedestrians.

FISCAL IMPACT: Award in the amount of \$292,957.80.

COMMUNITY IMPACT: Existing pavement markings on City streets have faded away over time. Clear crosswalk lines, stop bars, and lane line marking are necessary for the safety of pedestrians and motorists

IMPLEMENTATION TIMELINE: Immediate effect to complete the job prior to winter.

COMPLIANCE/PERFORMANCE METRICS: The contract will be monitored by the Department of Public Works & Facilities/Engineering Division Project Team.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Transverse Pavement Marking-2025
DATE: April 11, 2025

Budget Information:

Project:	Q74050, Transverse Pavement Marking
Total Approved Project Budget:	\$694,445
Total Available Project Budget:	\$349,694
Requested Amount:	\$292,957.80
Funding Source:	Major & Local Street Funds, Maintenance Streets & Roads
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities/Engineering Division, recommends the award of a contract to P.K. Contracting, Inc. for Transverse Pavement Marking-2025, which submitted the only responsive and responsible bid and has performed satisfactorily for the City on past projects.

It is respectfully requested that Council authorize the award. The resulting contract shall not be binding until fully executed. Immediate effect is requested to complete the job before the winter months.

Background and Justification

Periodic repainting of lane lines (striping) and transverse pavement markings (stop bars and crosswalk lines) for the roads are required to safely guide motorists and pedestrians.

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

Procurement Process

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid
Issue Date: March 12, 2025
Deadline Date: April 9, 2025
Vendors Solicited: 107
Solicitations Obtained: 18
Bids Received: 1

The bids were evaluated with the assistance of key staff from the Engineering Division and are shown in the following bid summary:

BIDDER	TOTAL BID
P.K. Contracting, Inc.	\$292,957.80

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

Prepared By:

DocuSigned by:
Mark Rozinsky

B17FF6C142E9463...

Mark Rozinsky, Purchasing Manager

DocuSigned by:
Tim Hawkins

35BABC85BED3455...

Tim Hawkins, Director of Public Works & Facilities

DocuSigned by:
Soud El-Jamaly

8FDE4113B37F442...

Soud El-Jamaly, City Engineer

Budget Approval:

DocuSigned by:
Michael Kennedy

F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

Initial
MD

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer

E7A573BA28E3460...

Jeremy J. Romer, Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Approval of resolution establishing military service contribution requirements for MERS Defined Benefit Retirement Plan. Immediate effect is requested.

DEPARTMENT: Finance

CITY CLERK, DEARBORN MI
2025 APR 25 PM 4:30

BRIEF DESCRIPTION: MERS requires the City of Dearborn to adopt the attached resolution establishing military service contribution requirements for the MERS Defined Benefit Retirement Plan.

PRIOR COUNCIL ACTION: None

BACKGROUND: MERS is requiring the City of Dearborn to adopt the attached resolution establishing military service contribution requirements for the MERS Defined Benefit Retirement Plan.

Per the attached resolution, an employee who takes Military Leave will have the choice of remitting some, or all of the missed mandatory employee contributions they would have made had they never taken the Military Leave.

If the employee elects to remit their missed mandatory employee contributions, the City will be required to remit the employer's missed contributions as well. If the employee chooses NOT to remit any of the missed employee contributions, then NO further contributions are required from either the City or the employee.

If the employee elects to remit their missed mandatory employee contributions, the Finance Department will determine the forgone wages related to the Military Leave and submit the data to MERS. MERS will then invoice the City directly for both the employee and employer missed contributions, and the employee will be required to reimbursement the City for the employee's share within the timeline stated in the attached resolution.

FISCAL IMPACT: The City's share for missed Employer contributions will be calculated on a case-by-case basis, in accordance with the City's budgeted percentage of payroll on the forgone wages submitted to MERS.

IMPACT TO COMMUNITY: N/A

IMPLEMENTATION TIMELINE: Immediate effect is requested

COMPLIANCE/PERFORMANCE METRICS: N/A

FINANCE DEPARTMENT



TO: City Council

FROM: Michael Kennedy, Director of Finance/Treasurer

VIA: Mayor Abdullah Hammoud

SUBJECT: ESTABLISHING MILITARY SERVICE CONTRIBUTION REQUIREMENTS FOR MERS DEFINED BENEFIT RETIREMENT PLAN

DATE: April 21, 2025

The Michigan Employees Retirement System (MERS) is requiring the City of Dearborn to adopt the attached resolution to establish military service contribution requirements for the MERS Defined Benefit Retirement Plan.

Per the attached resolution, an employee in the MERS DB Retirement Plan who takes military leave will have the option to remit some or all of their missed mandatory employee contributions on the wages they would have earned, had they not taken the military leave.

In order for MERS to include the related military leave in a member's benefit calculation, the employee must elect to remit the missed mandatory employee contributions; otherwise, the military leave time will count **ONLY** towards retirement eligibility.

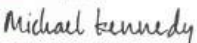
If an employee elects to remit the missed mandatory employee contributions relating to their military leave, the City must also remit the employer's share of mandatory contributions. MERS will invoice the City upfront for both the employee and employer mandatory contributions, and the employee will then need to reimburse the City for the employee's share.

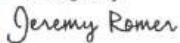
If the employee chooses **NOT** to remit any missed mandatory employee contributions, then no additional contributions would be required from either the employee or the City.

Per the enclosed resolution, a member making this election will be permitted to remit the missed employee contributions within a time period equal to three times the duration of the military service from the date of reemployment, but not to exceed five years, and years of service credit shall be granted in proportion to the employee contributions received.

Approval is requested for the attached resolution, which shall apply to all military leaves taken by MERS Defined Benefit Retirement Plan members; as such immediate effect is requested.

Respectfully Submitted,

DocuSigned by:

E77919D1421447E
Michael Kennedy
Director of Finance/Treasurer

DocuSigned by:

E7A573BA25E3480
Jeremy J. Romer
Corporation Counsel

Employer Resolution Establishing Military Service Contribution Requirements for Defined Benefit



WHEREAS, the City of Dearborn is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, under Section 8 of the MERS Plan Document, all missed Defined Benefit mandatory employee contributions due to intervening Military service leaves shall be reflected in the participating employer's overall liability in the next annual actuarial valuation unless an alternative method is elected (default); no employee contributions will be required from the participant;

NOW THEREFORE BE IT RESOLVED, that effective _____, 20____, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all missed employee contributions due to intervening Military service be handled by:

- ☐ The member will be permitted to choose to remit some or all missed mandatory employee contributions within a time period equal to three times the duration of the military service from the date of reemployment, but not to exceed five years, and years of service credit shall be granted in proportion to the employee contributions received.

Subject to the applicable collective bargaining agreement and the rights contained therein and applicable law, MERS' Military Service contribution procedures are subject to the MERS Plan Document. Changes to the Plan Document may impact MERS' ability to administer this election in the future.

CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

☐ The Governing Body of the City of Dearborn at its meeting held on _____
(Name of Municipality)
(dd/mm/yyyy)

☐ Administrative Order No. _____ adopted by the Chief Judge of the _____
(Order Number)
(Name of Court), on _____
(dd/mm/yyyy)

Signature of Authorized Official: _____, Date: _____
(dd/mm/yyyy)

Printed name: _____ Title: _____