



COMMITTEE OF THE WHOLE

April 17, 2025

AGENDA

1. PUBLIC COMMENT
2. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous regular meeting of April 8, 2025.
3. ORDINANCE ON THE TABLE – Ordinance No. 25-1839 – “An Ordinance to amend the Zoning Ordinance of the City of Dearborn by amending Article 1.00, Entitled ‘Short Title, Rules of Construction and Definitions’, Article 4.00, Entitled ‘Off-Street Parking and Loading Requirements’, Article 7.00, Entitled ‘Site Development Standards Applicable to Specific Uses’, Article 16.00, Entitled ‘BC, General Business District’, and Article 18, Entitled ‘I-A, Light Industrial District’.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To take from the table for its final reading.
4. ORDINANCE ON THE TABLE – Ordinance No. 25-1840 – “An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by amending Article VII, Entitled ‘Street Vendors’.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To take from the table for its final reading.
5. 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.

6. ENGINEERING – Requesting to award a contract to C & P Construction Company, Inc., lowest responsive and responsible bid, in the amount of \$1,864,750, with a contingency in the amount of \$90,000 for Lead Water Service Replacement – Contract 3 and requesting immediate effect. (69-4)
7. PURCHASING – Requesting to award a cooperative contract to Corrigan Moving Systems, via the State of Michigan Cooperative Program, in the amount of \$76,981 for City Moving Systems; also requesting use of the back-parking lot at the Dearborn Administrative Center (DAC) to accommodate storage trailers and requesting immediate effect. (2-569)
8. PURCHASING – Requesting to award a five-year cooperative contract to Axon Enterprise, via the Sourcewell Cooperative Program, in an amount not to exceed \$720,301 for the five-year period for FUSUS – real time public safety platform; also requesting that the Finance Director be authorized to appropriate Drug-Forfeiture Fund – Federal Justice fund balance in the amount of \$133,000 to the Drug Law Enforcement Fund, Police, Public Safety, Drug Enforcement Federal Justice, Other Professional Services account for this purchase and requesting immediate effect. (2-569)
9. PURCHASING – Requesting to award a contract to Lutz Roofing Co., most competitive of the responsive and responsible contractors, in the amount of \$679,470, with a 5% contingency in the amount of \$33,973 for Fire Station 1-4 Roof Replacement and requesting immediate effect. (62-3) [2-568 (6)]
10. PURCHASING – Requesting to award a contract to MacQueen Emergency, only responsive and responsible bid, in the amount of \$43,784 for the purchase of Firetruck Equipment and requesting immediate effect.
11. PURCHASING – Requesting to award a competitive contract to Central Square, most responsive and responsible proposal, in the amount of \$617,953 for the installation and Service of a 911 Dispatch Phone System for the Police Department, for the term of five-years; also requesting that the Finance Director be authorized to transfer funds in the amount of \$315,841.24 from the Facilities Fund to the Innovation and Technology Fund and requesting immediate effect. (42-2)
12. PURCHASING – Requesting to award a contract to Elite Textile Trading LLC in the amount of \$42,120 for the purchase of Smoke Detectors for the Fire Department and requesting immediate effect.

13. PURCHASING – Requesting to award a Professional Services contract to Celeste Kettenah as a Health Communications Specialist for the Department of Public Health in the amount of \$42,000 for the term of one-year, valid May 1, 2025 to April 30, 2026 and requesting immediate effect.
14. PURCHASING – Requesting to authorize the first of two (2) one-year renewal options for the contract with Crimboli Nursery, Inc. (C.R. 5-226-23) in the amount of \$298,000 for Tree Planting Services and requesting immediate effect.
15. PURCHASING – Requesting to authorize additional expenditures to Key Construction Co. (C.R. 4-164-24) in the amount of \$212,950 (for Lapeer, Ten Eyck, and Summer Stephens Pool Renovations) for underground electrical, asbestos removal, underground sewer repairs, and water line replacement change orders and requesting immediate effect.
16. POLICE – Requesting to accept the Michigan Commission on Law Enforcement Standards (MCOLES) Grant for Public Safety Academy Assistance Program awarded to the Dearborn Police Department in the amount of \$180,000 to offset the cost of nine (9) Police Officers who attended the Oakland Police Academy in 2025; also requesting that the Finance Director be authorized to recognize the grant funding in the amount of \$180,000 in account 101-2410-330-0790 and appropriate the same in account 101-2410-511.98-00 and requesting immediate effect.
17. POLICE – Requesting to acknowledge a donation in the amount of \$20,000 from The University of Michigan – Dearborn to assist in the implementation of FUSUS, a real time public safety platform for the Police Department; also requesting that the Finance Director be authorized to recognize and appropriate the donation in the Police, Administration, Miscellaneous Revenues, Contributions, Donations from Private Sources account and requesting immediate effect.
18. POLICE – Requesting to acknowledge a donation in the amount of \$20,000 from The Henry Ford to assist in the implementation of FUSUS, a real time public safety platform for the Police Department; also requesting that the Finance Director be authorized to recognize the donation in the Police, Administration, Miscellaneous Revenues, Contributions, Donations from Private Sources account and requesting immediate effect.

19. FIRE – Requesting to accept the Wayne County Resilience HUB grant in the amount of \$99,272, awarded to the Fire Department to support emergency management operations; also requesting that the Finance Director or designee be authorized to recognize and appropriate revenue in the amount of \$69,272 in the Facility Fund, Fire Department Project K25026 and revenue in the amount of \$30,000 in the General Fire Fund, Emergency Management accounts and requesting immediate effect.
20. PARKS AND RECREATION – Requesting authorization to conduct fireworks displays at Camp Dearborn during the 2025 camping season on May 24th, July 5th, and August 30, 2025 and requesting immediate effect.
21. CORPORATION COUNSEL – Recommending to purchase the property located at 13717 Haggerty from ILC Dearborn, LLC for the sum of \$340,000 to be utilized by the Fire Department for parking and storage space; also requesting that the Mayor and Corporation Counsel or his designee be authorized to execute documents to effectuate this transaction, on behalf of the City and that the Finance Director be authorized to issue his proper warrant in the amount of \$340,000 subject to adjustments and requesting immediate effect.
22. MAYOR – Requesting to renew the City-wide annual membership with the Downriver Community Conference (DCC) in the amount of \$21,419.71 for the period of October 2024 to September 2025 and requesting immediate effect.
23. MAYOR – Requesting concurrence in the appointment of Hassan Kourani to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.
24. MAYOR – Requesting concurrence in the appointment of Amira Haidar to the Library Commission with a term ending June 30, 2028 and requesting immediate effect.
25. MAYOR – Requesting concurrence in the appointment of Adam Abusalah to the Library Commission with a term ending June 30, 2028 and requesting immediate effect.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS



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.

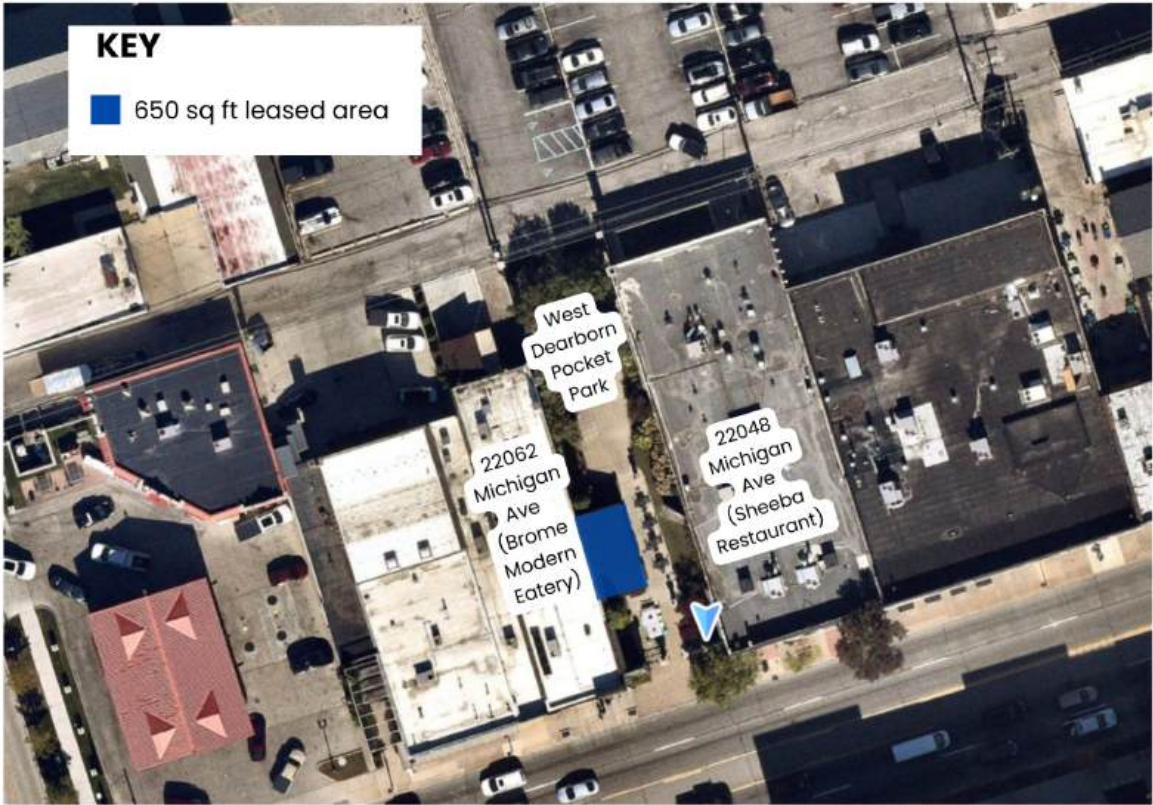
Under this amendment to the lease agreement, the lease term shall be extended five years, commencing on June 1, 2025 and ending on May 31, 2030. The base rate during the lease extension shall be increased to \$1,450 per year, adjusted annually by the Consumer Price Index for all Urban Consumers. The 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.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM



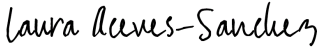


**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM


Signature Page

Prepared By:

DocuSigned by:

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Laura Aceves-Sanchez, Program Manager

Department Approval:

DocuSigned by:

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Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

DocuSigned by:

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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														
INSURED Flex Holdings 002 LLC, Afer Concepts LLC 1165 Monroe St. Dearborn MI 48124	<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: Accident National Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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: Accident National Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Accident National Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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	ADD/DECREASE	RISK	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	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 - COMPROP 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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	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.
 ATTORNEY AT LAW

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
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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 be 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:

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

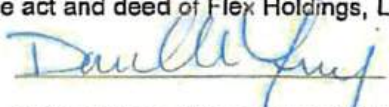

Notary Public, Wayne County, MI
My Commission expires:

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

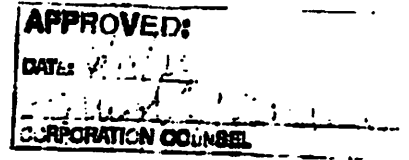
1165 Monroe St Suite 200
Dearborn, MI 48124

- 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: [Signature]
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. KOSKOW
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 13, 2020
ACTING IN COUNTY OF

[Signature]
Notary Public, Wayne County, MI
My Commission expires:

FLEX HOLDINGS, LLC
Tenant

BY: 

Sam Abbas
its President

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

On the 1st day of January, 2020, 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.

DANIELLE FARAJ
Notary Public, State of Michigan
County of Wayne
My Commission Expires 12/31/2021
Acting in the County of Wayne

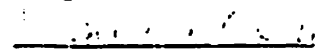
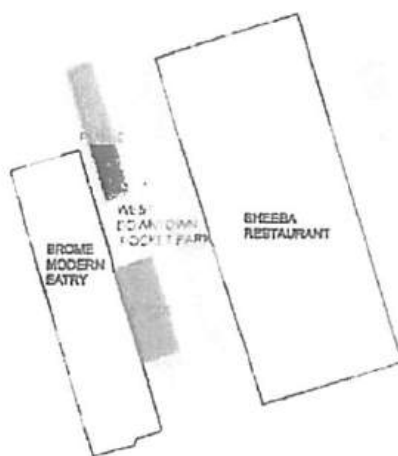

Notary Public, Wayne County, MI
My Commission expires:

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).



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

The Dearborn Fire Department is requesting the acceptance of the Wayne County Resilience HUB grant in the amount of \$99, 272. We are requesting the Finance Director or assigned designee to recognize and appropriate revenue of \$69,272 in Facility fund, Fire Department Project K25026 and \$30,000 General Fire Fund, Emergency Management accounts, respectfully. There is no local match with this grant.

The Fire department is requesting immediate effect on this request to ensure compliance with Grant timelines.

DEPARTMENT:

Fire Department

BRIEF DESCRIPTION

The Dearborn Fire Department was recently awarded a highly competitive grant from the Wayne County Resilience HUB Program in the amount of \$99,272. Grant funding will be utilized to support emergency management operations to include certain personnel costs, supplies and facility improvements.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND

The Dearborn Fire Department was recently awarded a highly competitive grant from the Wayne County Resilience HUB Program in the amount of \$99,272. Grant funding will be utilized to support emergency management operations to include certain personnel costs, supplies and facility improvements

FISCAL IMPACT:

Additional \$99,272 in grant funding to support emergency management operations, supplies, programs and facility improvements. There is no local match with this grant.

COMMUNITY IMPACT:

The community shall benefit during times of large-scale emergency as the department will have access to dry and well-kept emergency supplies, the fire department will also have additional funds to invest



EXECUTIVE SUMMARY AND MEMORANDUM

into storage areas and distribution points. Through collaboration with other Resilience HUBS throughout Wayne County, our City will be better prepared to manage large scale disasters.

IMPLEMENTATION TIMELINE:

The period of performance on this grant is two years.

COMPLIANCE/PERFORMANCE METRICS:

The Dearborn Fire Department will be responsible for monitoring this program and the related funding. The Dearborn Fire Department will regularly report use of funds to Wayne County and shall follow all purchasing regulations and ordinances.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Fire Chief Joseph Murray

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Acceptance of Wayne County Resilience HUB Grant

DATE April 2, 2025

Budget Information

Project:	Z25026 Fire Stat Build & Parking
Total Approved Project Budget:	\$0
Available Project Budget:	\$0
Requested Amount:	\$69,272.00
Funding Source:	Facility Fund, Fire, Capital Project Support, Undistributed
	Approp
Supplemental Budget:	N/A

Budget Information

Adopted Budget:	\$104,131
Amended Budget:	\$0
Requested Budget:	\$30,000
Funding Source:	General Fund, Fire, Emergency Management, Personnel
	Services
Supplemental Budget:	N/A

Summary of Request

The Dearborn Fire Department is requesting the acceptance of the Wayne County Resilience HUB grant in the amount of \$99, 272. We are requesting the Finance Director or assigned designee to recognize and appropriate revenue of \$69,272 in Facility fund, Fire Department Project K25026 and \$30,000 General Fire Fund, Emergency Management accounts, respectfully. There is no local match with this grant.

The Fire department is requesting immediate effect on this request to ensure compliance with Grant timelines.



EXECUTIVE SUMMARY AND MEMORANDUM

Background and Justification

The Dearborn Fire Department was recently awarded a highly competitive grant from the Wayne County Resilience HUB Program in the amount of \$99,272. Grant funding will be utilized to support emergency management operations to include certain personnel costs, supplies and facility improvements



EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Fire Chief to add signature spots in DocuSign

DocuSigned by:

Joseph Murray

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Joseph Murray

Fire Chief

DocuSigned by:

Jeremy Romer

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Jeremy Romer

Corporation Counsel

DocuSigned by:

Michael Kennedy

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Michael Kennedy

Finance Director

EXECUTIVE SUMMARY



Immediate Effect is Requested.

REQUEST: Award of contract for Smoke Detectors

DEPARTMENT: Fire Department

BRIEF DESCRIPTION: Approve the purchase of Smoke Detectors

PRIOR COUNCIL ACTION: None

BACKGROUND: The Fire Department, in conjunction with Purchasing, recommends the purchase of Smoke Detectors from Elite Textile Trading LLC. The Fire Department installs approximately 2,000 smoke detectors in homes annually.

FISCAL IMPACT:

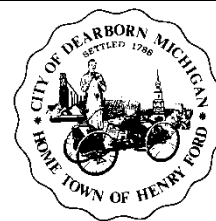
\$42,120 (\$21,060 in FY25, and \$21,060 in FY26)

IMPACT TO COMMUNITY: Installing smoke detectors in Dearborn and Melvindale residents' homes provides for early fire detection for the occupants, and can be live saving.

IMPLEMENTATION TIMELINE: Installation will begin upon receipt of the smoke detectors, and continue until they have been depleted.

COMPLIANCE/PERFORMANCE METRICS: Fire Department staff will oversee the receipt and installation of the smoke detectors.

FINANCE DEPARTMENT --- PURCHASING DIVISION



TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud.

SUBJECT: Authorization to Purchase Smoke Detectors

DATE: April 8, 2025

Budget Information

Adopted Budget:	\$142,000
Amended Budget:	\$63,400
Requested Amount:	\$42,120 (\$21,060 in FY25, and \$21,060 in FY26)
Funding Source:	Fire, Fire Fighting, Operating Supplies
Supplemental Budget:	\$42,120 (Assistance to Fire Fighters Grant)

Summary of Request

The Fire Department, in conjunction with Purchasing, recommends the purchase Smoke Detectors from Elite Textile Trading LLC.

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

Background and Justification

The Dearborn Fire Department, upon request, will inspect the homes of Dearborn and Melvindale residents, and if the need is identified, supply and install smoke detectors in the homes. The Fire Department will install approximately 2,000, of the 10-year smoke detectors annually.

Procurement Process

Purchasing requested bids with process details as follows:

Process: Invitation to Bid
Issue Date: March 26, 2025
Deadline Date: April 3, 2025
Vendors Solicited: 60
Solicitations Obtained: 36
Bids Received: 4

Fire Equipment	TOTAL BID
Elite Textile Trading LLC	\$42,120
Asset Lighting and Electric	\$78,200
Blue Wolf Marketing	\$108,000
KMP	\$115,720

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

Prepared By:

DocuSigned by:

Jay Andrews

106626461958408
Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:

Joseph Murray

103505508102F4D0
Joseph Murray, Fire Department Chief

Budget Approval:

DocuSigned by:

Michael Kennedy

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Michael Kennedy, Treasurer & Finance Director

Initial

CS

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

E7A573BA25E3460...
Jeremy Romer, Corporation Counsel

EXECUTIVE SUMMARY



Immediate Effect is Requested.

REQUEST: Award of contract for Fire Stations 1 – 4 Roof Replacement

DEPARTMENT: Fire Department

BRIEF DESCRIPTION: Approve the contract for replacing the flat roof sections on Fire Stations 1, 2, 3 and 4.

PRIOR COUNCIL ACTION: None

BACKGROUND: The Fire Department, in conjunction with Purchasing, recommends the award of contract to Lutz Roofing for the service of replacing the roofs on Fire Stations 1, 2, 3 and 4.

FISCAL IMPACT:

\$713,443 (\$679,470 base bid + \$33,973 5% contingency)

IMPACT TO COMMUNITY: Replacement of the existing roof will greatly reduce repair and maintenance costs, as the new roofs will carry a 30-year warranty; providing protection to the buildings, staff and equipment located at each station.

IMPLEMENTATION TIMELINE: Construction of the two new roof structures will begin in the spring of 2025.

COMPLIANCE/PERFORMANCE METRICS: Fire Department and DPW staff will oversee the progress and completion of this project.

FINANCE DEPARTMENT --- PURCHASING DIVISION



TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud.

SUBJECT: Authorization to Replace the Flat Roofing Systems Fire Stations 1, 2, 3 and 4.

DATE: March 25, 2025

Budget Information

Project:	K25025 – Fire SOM LEO Grant
Total Approved Project Budget:	\$5,000,000
Available Project Budget:	\$ 5,000,000
Requested Amount:	\$713,443 (\$679,470 base bid + \$33,973 5% contingency)
Funding Source:	Facility Fund, Fire, Construction Services, Construction Contractor
Supplemental Budget:	N/A

Summary of Request

The Fire Department, in conjunction with Purchasing, recommends issuing a contract for the purchase of Fire Stations 1, 2, 3 and 4 roof replacement to Lutz Roofing Co. Lutz successfully completed the roof replacements on the three federal housing buildings in 2024.

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

Background and Justification

The value of the contract is \$679,470, with a 5% contingency of \$33,973 added to cover unforeseen costs. It is respectfully requested that Council authorize this purchase although the resulting contract shall not be binding until fully executed. Immediate effect is requested to allow Lutz to begin securing materials to avoid potential negative price adjustments, and begin work prior to the busy "school building roofing season".

These repairs are necessary as the current roof structures on all four stations are 23 – 25 years old, and either out of warranty, or on a warranty that will expire in two years.

The specification for this solicitation included a requirement for a 30-Year Warranty, backed by Elevate Roofing Systems.

Procurement Process

Purchasing requested bids with process details as follows:

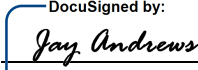
Process: Invitation to Bid
Issue Date: February 20, 2025
Deadline Date: March 24, 2025
Vendors Solicited: 225
Solicitations Obtained: 62
Bids Received: 3

FC&PAC Roof Replacement	TOTAL BID
Lutz Roofing Co	\$679,470
Schena Roofing & Sheet Metal	\$829,841
Royal Roofing	\$772,300 **

**Royal Roofing identified exceptions to the scope of work and specifications used for this solicitation.

This procurement is In accordance with Section 2-568 (6) of the Code of the City of Dearborn. Lutz Roofing was the most competitive of the three responsive and responsible contractors that submitted bids for this project.

Prepared By:

DocuSigned by:

Jay Andrews Sr. Buyer

Department Approval:

DocuSigned by:

James Murray, Fire Department Chief

Budget Approval:

DocuSigned by:

Michael Kennedy, Treasurer & Finance Director

Initial


Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer, Corporation Counsel

EXECUTIVE SUMMARY



Immediate Effect is Requested.

REQUEST: Award of contract for Firetruck Equipment

DEPARTMENT: Fire Department

BRIEF DESCRIPTION: Approve the purchase of Replacement Firetruck Equipment

PRIOR COUNCIL ACTION: None

BACKGROUND: The Fire Department, in conjunction with Purchasing, recommends the purchase of Firetruck Equipment from MacQueen Emergency

FISCAL IMPACT:

\$43,784

IMPACT TO COMMUNITY: This purchase will allow the Dearborn Fire Department to continue providing the highest level of fire and life safety protection to the citizens of Dearborn

IMPLEMENTATION TIMELINE: The purchased items will be shipped shortly after receipt of order.

COMPLIANCE/PERFORMANCE METRICS: Fire Department staff will oversee the receipt of the ordered pieces of equipment.

FINANCE DEPARTMENT --- PURCHASING DIVISION



TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud.

SUBJECT: Authorization to Purchase Replacement Firetruck Equipment

DATE: April 8, 2025

Budget Information

Adopted Budget:	\$
Amended Budget:	\$
Requested Amount:	\$43,784
Funding Source:	\$
Supplemental Budget:	\$

Summary of Request

The Fire Department, in conjunction with Purchasing, recommends the purchase of miscellaneous pieces of firetruck equipment from MacQueen Emergency.

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

Background and Justification

The Fire Department seeks to purchase the requested equipment to ensure our fire apparatus are properly equipped to handle the wide range of emergency situations the Dearborn Fire Department responds to on a daily basis. Maintaining a standardized equipment complement ensures maximum operational readiness is maintained and will allow the Dearborn Fire Department to continue providing the highest level of fire and life safety protection to the citizens of Dearborn.

Procurement Process

Purchasing requested bids with process details as follows:

Process:	Invitation to Bid
Issue Date:	February 4, 2025
Deadline Date:	February 20, 2025
Vendors Solicited:	105
Solicitations Obtained:	43
Bids Received:	1

Fire Equipment	TOTAL BID
MacQueen Emergency	\$43,784

This procurement is In accordance with Section 2-568(6) c. of the Code of the City of Dearborn. MacQueen was the only responsive and responsible bidder.

Prepared By:

Jay Andrews, Sr. Buyer

Department Approval:

James Murray, Fire Department Chief

Budget Approval:

Michael Kennedy, Treasurer & Finance Director

Corporation Counsel Approval:

Jeromy Romer, Corporation Counsel



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval to purchase 13717 Haggerty.

DEPARTMENT: Law, on behalf of the Fire Department

BRIEF DESCRIPTION: The City has the opportunity to purchase 13717 Haggerty from ILC Dearborn, LLC for \$340,000.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The City has the opportunity to purchase 13717 Haggerty. The seller, ILC Dearborn, LLC, has agreed to accept a sale price of \$340,000, subject to City Council approval.

Acquisition of this property is crucial to the Fire Department to resolve long-standing parking issues and provide much needed storage space. Due to limited on-site parking at the fire station, firefighters are currently forced to park in the alley next to the station or on residential streets. The property to be purchased is located less than half of a block from the fire station and there is a building already on site that is in good condition and can be utilized to store emergency management supplies and the Department's Class B Foam Trailer.

Although the Assessor's opinion of the value of this property is \$63,400, this valuation does not include the additional non-market value interest that the City has in the property. Given the significance of 13717 Haggerty to the Fire Department, it is recommended that City Council approves the purchase of 13717 Haggerty for \$340,000, despite the lower valuation by the City Assessor.

FISCAL IMPACT:

- City will pay \$340,000 to acquire the property, plus approximately \$2,000 in closing costs
- Property will be tax exempt while it is owned by the City
- City will pay to maintain the premises

COMMUNITY IMPACT: The community will benefit from the increased efficiency of the Fire Department.

IMPLEMENTATION TIMELINE:

- 10-day inspection period
- Closing to occur within 90 days following Council approval of the sale

COMPLIANCE/PERFORMANCE METRICS: Law Department will work with the seller to close on the sale within 90 days.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Corporation Counsel
VIA: Mayor Abdullah H. Hammoud
SUBJECT: City's Purchase of 13717 Haggerty
DATE: April 14, 2025

Summary of Request

The City of Dearborn has the opportunity to purchase the following property:

BEG AT A PT DUE N 490.73 FT ALG THE EL OF SEC 7, TH N 88-52-44 W 354.74 FT TO THE POB; TH N 88-52-44 W 81.91 FT; TH N 00-03-00 W 128.99 FT TO A PT ON THE SL OF HAGGERTY AVENUE (60 FEET WIDE); TH S 89-22-55 E 83.23 FT ALG THE SL OF HAGGERTY AVENUE; TH S 00-32-13 E 129.70 FT TO THE POB CONTAINING 10,679 SF OR 0.245 AC OF LAND MORE OR LESS. SPLIT/COMBINED ON 01/24/2015 FROM 82 10 072 17 014, 82 10 072 17 023.

Tax ID No.: 82-10-072-17-025
Commonly Known As: 13717 Haggerty, Dearborn, MI 48126

The seller, ILC Dearborn, LLC, has agreed to accept a sale price of \$340,000, subject to City Council approval (Purchase Agreement attached.)


Acquisition of this property is crucial to the Fire Department to resolve long-standing parking issues and provide much needed storage space. Due to limited on-site parking at the fire station, firefighters are currently forced to park in the alley next to the station or on residential streets. The property to be purchased is less than half of a block from the fire station and there is a building already on site that is in good condition and can be utilized to store emergency management supplies and the Department's Class B Foam Trailer.

Although the Assessor's opinion of the value of this property is \$63,400, this valuation does not include the additional non-market value interest that the City has in the property. Given the significance of 13717 Haggerty to the Fire Department, it is recommended that City Council approves the purchase of 13717 Haggerty for \$340,000, despite the lower valuation by the City Assessor.

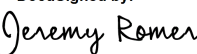
Funding for this purchase shall be from account 634-2504-435.71-10, project K25026.

A resolution requesting immediate effect is attached.


Prepared By:

DocuSigned by:

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REBECCA A. SCHULTZ
Assistant Corporation Counsel

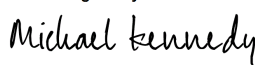
Corporation Counsel Approval:

DocuSigned by:

E7A573BA25E3460...
JEREMY J. ROMER
Corporation Counsel

Department Approval:

DocuSigned by:

03FD550B1D2F4D0...
JOSEPH MURRAY
Fire Chief

Budget Approval:

DocuSigned by:

F77919D1421447F...
MICHAEL KENNEDY
Finance Director/Treasurer.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

RESOLUTION

WHEREAS: The City of Dearborn has the opportunity to purchase the following property:

BEG AT A PT DUE N 490.73 FT ALG THE EL OF SEC 7, TH N 88-52-44 W 354.74 FT TO THE POB; TH N 88-52-44 W 81.91 FT; TH N 00-03-00 W 128.99 FT TO A PT ON THE SL OF HAGGERTY AVENUE (60 FEET WIDE); TH S 89-22-55 E 83.23 FT ALG THE SL OF HAGGERTY AVENUE; TH S 00-32-13 E 129.70 FT TO THE POB CONTAINING 10,679 SF OR 0.245 AC OF LAND MORE OR LESS. SPLIT/COMBINED ON 01/24/2015 FROM 82 10 072 17 014, 82 10 072 17 023.

Tax ID No.: 82-10-072-17-025

Commonly Known As: 13717 Haggerty, Dearborn, MI 48126

, and

WHEREAS: The seller, ILC Dearborn, LLC, has agreed to accept a sale price of \$340,000, subject to City Council approval, and

WHEREAS: Acquisition of this property is crucial to the Fire Department to resolve long-standing parking issues and provide much needed storage space. Due to limited on-site parking at the fire station, firefighters are currently forced to park in the alley next to the station or on residential streets. The property to be purchased is less than half of a block from the fire station and there is a building already on site that is in good condition and can be utilized to store emergency management supplies and the Department's Class B Foam Trailer. Although the Assessor's opinion of the value of this property is \$63,400, this valuation does not include the additional non-market value interest that the City has in the property, and

WHEREAS: Given the significance of 13717 Haggerty to the Fire Department, it is recommended that City Council approves the purchase of 13717 Haggerty for \$340,000, despite the lower valuation by the City Assessor, and

WHEREAS: Acquisition of 13717 Haggerty will serve a public purpose by increasing efficiency in the Fire Department, and

WHEREAS: Funding for this purchase shall be from 634-2504-435.71-10, project K25026; therefore, be it

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

BEG AT A PT DUE N 490.73 FT ALG THE EL OF SEC 7, TH N 88-52-44 W 354.74 FT TO THE POB; TH N 88-52-44 W 81.91 FT; TH N 00-03-00 W 128.99 FT TO A PT ON THE SL OF HAGGERTY AVENUE (60 FEET WIDE); TH S 89-22-55 E 83.23 FT ALG THE SL OF HAGGERTY AVENUE; TH S 00-32-13 E 129.70 FT TO THE POB CONTAINING 10,679 SF OR 0.245 AC OF LAND MORE OR LESS. SPLIT/COMBINED ON 01/24/2015 FROM 82 10 072 17 014, 82 10 072 17 023.

Tax ID No.: 82-10-072-17-025

Commonly Known As: 13717 Haggerty, Dearborn, MI 48126

from the owner thereof for the sum of \$340,000, subject to prorations and adjustments shown on the closing statement, upon the seller furnishing to the City a title insurance policy showing marketable title and a properly executed deed approved by Corporation Counsel or his designee; be it further

RESOLVED: That the acquisition of this property will serve a public purpose by increasing efficiency in the Fire Department; be it further

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



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

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

RESOLVED: That the Finance Director be and is hereby authorized and directed to issue his proper warrant in the amount of \$340,000, subject to adjustments, if any, as shown on the closing statement reviewed and approved by Corporation Counsel or his designee, drawn upon the Facility Fund, Project K25026, Account 634-2504-435.71-10, payable to the grantor, or its nominee, in payment for said property; be it further

RESOLVED: That this Resolution is given immediate effect.

OFFER TO PURCHASE REAL ESTATE

Date: March 27, 2025

THE UNDERSIGNED PURCHASER, CITY OF DEARBORN, a Michigan Municipal Corporation, 16901 Michigan Avenue, Dearborn, Michigan 48126, hereby offers and agrees to purchase from SELLER, ILC Dearborn, LLC, 6834 Cronin, Dearborn Heights, Michigan 48127, the following land situated in the City of Dearborn, County of Wayne, State of Michigan, described as follows:

BEG AT A PT DUE N 490.73 FT ALG THE EL OF SEC 7, TH N 88-52-44 W 354.74 FT TO THE POB; TH N 88-52-44 W 81.91 FT; TH N 00-03-00 W 128.99 FT TO A PT ON THE SL OF HAGGERTY AVENUE (60 FEET WIDE); TH S 89-22-55 E 83.23 FT ALG THE SL OF HAGGERTY AVENUE; TH S 00-32-13 E 129.70 FT TO THE POB CONTAINING 10,679 SF OR 0.245 AC OF LAND MORE OR LESS. SPLIT/COMBINED ON 01/24/2015 FROM 82 10 072 17 014, 82 10 072 17 023.

Tax ID No.: 82-10-072-17-025

Commonly Known As: 13717 Haggerty, Dearborn, MI 48126

(the "Property"), subject to the existing building and use restrictions, easements and zoning ordinances, if any, and to pay therefore, the sum of THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000.00), upon the following conditions:

GENERAL CONDITIONS:

a. **Cash Sale.** Payment of the purchase money is to be made in cash or by check.

b. **Delivery of Deed and Manner of Payment.** The full purchase price, including adjustments as shown on the Closing Statement, shall be paid by Purchaser upon delivery of a Warranty Deed conveying marketable title.

c. **Title.** As evidence of title, Seller agrees to provide Purchaser, within thirty (30) days after the date of acceptance of this Offer, a Title Insurance Commitment, issued in an amount not less than the purchase price, bearing date later than the acceptance of this Offer, and guaranteeing the title in the condition required for performance of this Offer. **A COMMITMENT FOR A POLICY OF TITLE INSURANCE WILL BE ORDERED BY PURCHASER AT A COST TO SELLER.**

If objection to the title is made, based upon a written opinion of the Purchaser that the title is not in the condition required for performance hereunder, the Seller shall either (a) remedy the title defects; or (b) obtain title insurance specifically insuring against the defects in question, either of which must be done within thirty (30) days of the notice of defects.

If the Seller remedies the claimed defects or obtains the appropriate commitment for title insurance within the time specified, Purchaser shall proceed with closing and complete the sale. In the event Seller is unable to remedy the defect of title, Purchaser may accept the title "as is" or may cancel the Agreement in which case any deposit shall be refunded. If the Seller is unable to remedy the title or obtain title insurance within the time specified, any deposit shall be refunded forthwith in full termination of this Agreement.

d. **Closing.** If this Offer is accepted by Seller and if title can be conveyed in the condition required hereunder, this sale shall close within ninety (90) days following Council approval of this sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126.

e. **Existing Mortgage.** Seller understands that consummation of the sale or transfer of the Property shall not relieve Seller of any liability that Seller may have under any mortgage(s) to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation.

f. **Encumbrance Removal.** Any existing encumbrance on the Property which Seller is required to remove hereunder may be paid and discharged with the purchase money at the time of closing or, at the election of Purchaser and with the consent of Seller, assumed by Purchaser and the amount thereof deducted from the proceeds due to Seller.

g. **Condition of Premises.** Purchaser understands that it is purchasing a USED structure in an "AS IS" condition. The Purchaser acknowledges that: (a) it has examined the Property; (b) it has had the opportunity to have additional inspections; (c) other than provided herein, Seller has not made any representations or warranties of any kind concerning the Property upon which the Purchaser has placed reliance, and (d) Seller has represented that it is not aware of any Hazardous Substances generated, manufactured, refined, used, treated, stored, handled, mixed, removed, disposed, transferred, produced or processed at or on the Property.

h. **Default.** In the event of default by Purchaser, Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit, if any, as liquidated damages. In the event of default by Seller, Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of its entire deposit, if any, in full termination of this Agreement.

i. **Taxes and Costs.** All taxes and assessments which have become due, whether or not they have become a lien upon the Property at the date of closing, shall be paid by Seller, prior to or at the date and time of closing. Taxes shall be considered as paid in advance. Taxes shall be prorated on a due date basis, based upon a 365-day tax year. Purchaser shall be responsible for all taxes becoming due after the date of closing. Current taxes, interest, rents, insurance premiums, association fees, and water and sewage bills, shall be adjusted and prorated as of the date of closing. Purchaser shall reimburse Seller for such portion of the taxes that have been prepaid.

JR

All Special Assessments that have been assessed and are a lien on the Property at the date of closing shall be paid by Seller. The cost of duly authorized improvements that are subject to future assessments against the Property assessed after the date of closing shall be paid by Purchaser.

All charges for water and sewer usage shall be paid by Seller to the date of closing. The Title Company is hereby authorized to retain from monies due Seller at closing, the sum of Five Hundred (\$500.00) or more if needed. When a paid final water bill has been received by the Title Company, the money so held shall be released to Seller.

Seller and Purchaser shall pay all customary closing fees accordingly, including, but not limited to the following:

i). Seller shall pay for the costs associated with title insurance policy, State and County transfer taxes, and Seller's closing fees owed to the Title Company.

ii). Purchaser shall pay for the costs associated with the survey, document recording fees, inspection and compliance fees, and Purchaser's closing fees owed to the Title Company.

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

k. **Property Inspection.** The Purchaser may have the physical condition, structural, plumbing, heating, and electrical systems of the property inspected by a contractor of its own choice within 10 business days from the date of acceptance of this Offer and at its own expense. If Seller does not receive written notice from the Purchaser that Purchaser is dissatisfied with the condition within 5 business days from date of inspection, then this contingency will be considered satisfied. If the Seller does receive written notice, within the time provided, that Purchaser is dissatisfied with the condition of the Property, Purchaser at its election may terminate this agreement and any deposit shall be refunded to Purchaser.

l. **Seller's Disclosure Statement.** Seller warrants and represents to Purchaser that the transfer and delivery of the Property by Seller to Purchaser as provided herein will not conflict with or result in the breach of any agreement or instrument to which Seller is a party or by which Seller is otherwise bound. Seller is not a party to, nor are aware of, any litigation which or may affect the Property which is not otherwise disclosed to Purchaser herein. Seller warrants and represents that it has no knowledge of any condition which may impair or restrict Purchaser's use of the Property. Seller represents that it is not aware of any Hazardous Substances generated, manufactured, refined, used, treated, stored, handled, ~~mixed~~, removed,

disposed, transferred, produced or processed on the Property. As used in this paragraph, "Hazardous Substances" shall mean any hazardous substance or hazardous waste as such terms are defined in the Resources Conservation and Recovery Act of 1976, 42 USC 6901 as amended, the Comprehensive Environmental Act of 1980, 42 USC 9601 as amended, or any other federal, state or local environmental laws, regulations, or ordinances. Seller shall release, indemnify, defend, and hold harmless the Purchaser from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses arising from or related to any Hazardous Substances that may be discovered at or on the Property.

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

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

o. **Entire Agreement.** Seller and Purchaser acknowledge that they have read the entire contents hereof and are familiar with the provisions contained herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force and effect. This Agreement may only be changed, modified, or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

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

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

If to Seller: ILC DEARBORN, LLC
Gregory W. Brumo
6834 Cronin
Dearborn Heights, MI 48127

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

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

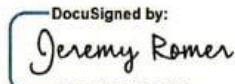
s. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

t. **THIS OFFER TO PURCHASE IS SUBJECT TO, AND CONTINGENT UPON, DEARBORN CITY COUNCIL APPROVAL.**

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND UNDERSTAND THAT IT IS A LEGALLY BINDING AND ENFORCEABLE AGREEMENT.

PURCHASER:

City of Dearborn

DocuSigned by:

E7A573BA25E3460...

3/27/2025

By: JEREMY J. ROMER
Corporation Counsel

Date

SELLER:

ILC DEARBORN, LLC
By: GREGORY W. BRUMO
Its

Date

DS


Initials

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION

DATE: APRIL 10, 2025

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

Name: Adam Abusalah

Status: New Appointment

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2028

Attendance: N/A

Phone: (313) 694-8750

Email: abusalahadam@gmail.com

Mailing Address: 7740 Littlefield Blvd., Dearborn, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Library
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION
DATE: APRIL 10, 2025

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

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

Name: Adam Abusalah

Status: New Appointment

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2028

Attendance: N/A

Phone: (313) 694-8750

Email: abusalahadam@gmail.com

Mailing Address: 7740 Littlefield Blvd., Dearborn, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Library
cc: Law Department

ADAM Y. ABUSALAH

abusalahadam@gmail.com · 313.694.8750 · www.linkedin.com/in/adamabusalah

EDUCATION

Central Michigan University

Master of Public Administration

Bachelor of Arts in Political Science, Public and Non-Profit Administration

Mt. Pleasant, MI

Expected: December 2023

Completed: May 2021

PROFESSIONAL EXPERIENCE

Wayne County Treasurer's Office

Director of Communications

Detroit, MI

March 2023 – Present

- Manage, develop, and coordinate all communication activities for the office including speeches, media contacts, social media, press inquiries and more.
- Manage PR contractors, Social Media coordinators, Communication Interns, and a \$1.8 Million advertising budget.
- Develop one year, quarterly, and monthly communication plans and manage them to ensure effective communications.
- Act as formal spokesperson and manage all paid communications including mailers, tele-townhalls, digital ads, video streaming ads and weekly e-newsletters.

We Make Michigan - Election Defense Coalition

Action Council Coordinator (Season Job)

Detroit, MI

August 2022 – February 2023

- Managed 10 Action Council organizers and day-to-day operations in Wayne and Macomb County including Election Day operations covering 165 polling locations.
- Collaborated with the Michigan Department of State, 9 community organizations, and local stakeholders to organize and execute voter protection programs and events.
- Developed and managed 3 Action Councils in Macomb, Detroit, and Dearborn that had 35 members to educate and organize efforts surrounding voter suppression, voter protection, and voting rights.

Wayne County Commissioner Ilona Varga, District 4

Communications Director

Detroit, MI

January 2021- December 2022

- Directed all communication and interactions with the media on behalf of Commissioner Varga and the Ways and Means Committee, including two budget reports.
- Built relationships with the press and communicated as the key spokesperson, set up interviews and identified media opportunities to discuss Wayne County's \$1.82 billion operating budget.
- Developed and oversaw strategy and content for social media, press, and speaking engagements for the commissioner and for the Ways and Means Committee for Wayne County.
- Advised Commissioner on communication, policy, and strategy, including sensitive constituent servicing topics.
- Managed social media and developed ad buys including on Facebook, Instagram, and Twitter.

Wayne County Commissioner Sam Baydoun, District 13

Communications Director and Constituent Services Director

Detroit, MI

January 2019 – December 2022

- Oversaw legislative research, draft, and track legislations, maintain internal legislative calendar, and monitor legislative hearings and sessions.
- Established and maintained community partnerships and managed stakeholder relationships through weekly updates, organization of district wide events that included hundreds of attendees including an annual senior conference, vaccine drives, monthly town-halls, coffee hours, and much more.
- Developed and designed social media content, press releases, and speeches for the Commissioner.
- Directed constituent services including monitoring and assisting residents with issues in Wayne County, connecting residents with resources and assistance, and keeping tabs on all issues reported and resolved.

Joe Biden for President

Arab American Outreach Organizer

State of Michigan

March 2020 – August 2020

- Connected with the Arab American and the Muslim-American communities in Metro-Detroit through outreach events with local stakeholders such as faith leaders, business owners, and community activists.
- Recruited and trained 40 volunteers for campaign canvassing, phone-banking, and execution of Get Out The Vote efforts.
- Organized events for Arab American Democrats in Michigan with special guests including Dr. Jill Biden, Former Secretary John Kerry, Governor Gretchen Whitmer, Senator Debbie Stabenow, and Senator Gary Peters.

Office of Secretary of State Jocelyn Benson*Collegiate Advisory Task Force Member***State of Michigan**

September 2019 – January 2020

- Appointed by the Secretary of State to work with 32 Michigan college students to advise on unique challenges encountered by voters and recommend a series of programmatic, administrative, and policy changes.
- Organized 8 community meetings as a Community Liaison to address voting barriers with community members across the State of Michigan.
- Developed a 28-page report describing and addressing challenges and proposing policy solutions based on findings.

Dave Abdallah for Dearborn Heights City Council*Field Director***Dearborn Heights, MI**

March 2019 – November 2019

- Recruited and trained 25 volunteers for campaign canvassing, phone-banking, and execution of Get Out The Vote efforts.
- Organized 4 fundraisers, 2 canvass launch events, and managed Election Day operations.

The One Campaign – Gretchen Whitmer*Arab American Outreach***State of Michigan**

August 2018 – November 2018

- Strategized with local community stakeholders to facilitate Arab American Outreach initiatives such as townhalls, meet and greets, and stakeholder meetings in the Metro-Detroit community.
- Organized events for The One Campaign in Michigan with Arab American Democrats to elect Gretchen Whitmer, Jocelyn Benson, Dana Nessel and Re-Elect Senator Debbie Stabenow.
- Planned and organized GOTV rallies throughout Michigan and served as a staffer to U.S. Senator Bernie Sanders and staff, Congresswoman Alexandria Ocasio-Cortez, State Senator Nina Turner, and other Elected and Public Officials from around the country.

LEADERSHIP & SERVICE EXPERIENCE**City of Dearborn City Commissions***City Parks and Recreation Commissioner***Dearborn, MI**

September 2021 - Current

City Beautiful Commissioner

September 2018 - Current

- Making recommendations to the Neighborhood Service Department and the Recreation and Parks Department regarding policies, events, activities, and programs as well as arbitrating any disputes arising from them.
- Review five-year master plans for the Parks & Recreation department and advocating on behalf of over 43 public parks and the Ford Performing Arts Center in Dearborn.
- Organizing community meetings in schools, school parades, and community clean-ups to promote a safe, healthy, and clean environment in Dearborn Public Schools.

Event Management and Planning*Event Consultant*

- Planned, coordinated, and managed various events such as donor drives, fundraising dinners events, carnivals, political rally's, training workshops, senior conferences, and community events.
- Collaborated and partnered with local activists for fundraising initiatives such as securing sponsors and recruiting and training volunteers.
- Affiliated organizations: Palestinian Children's Relief Foundation, Detroit Chapter; Dearborn Democratic Club; Muslim Youth of Islamic Center of Detroit; Make a Wish Foundation, Michigan; League of Women Voters; Communities in Schools.

SKILLS & LANGUAGES

- Technical: Microsoft Office (Excel, Outlook, PowerPoint, Word), Google Applications (Drive, Slides, Sheets, Calendar), Canva Design
- Language: Arabic (fluent)

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION

DATE: APRIL 10, 2025

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

Name: Amira Haidar

Status: New Appointment

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2028

Attendance: N/A

Phone: (313) 903-1253

Email: amirahaidar01@gmail.com

Mailing Address: 6800 Neckel Street, Dearborn, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Library
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION
DATE: APRIL 10, 2025

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

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

Name: Amira Haidar
Status: New Appointment
Filling a Vacancy for: N/A
Term Duration: 3 Years
Appointment Term Ending: June 30, 2028
Attendance: N/A
Phone: (313) 903-1253
Email: amirahaidar01@gmail.com
Mailing Address: 6800 Neckel Street, Dearborn, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Library
cc: Law Department

AMIRA HAIDAR

amirahaidar01@gmail.com | 313-903-1253 | Dearborn, MI

EDUCATION

University of Michigan School of Public Health

Ann Arbor, MI

Master of Public Health, Health Management & Policy (HMP)

May 2023

- Awarded 75% partial-tuition merit scholarship
- Awarded \$5,000 Udow-Phillips Scholarship for Excellence in Health Policy
- Relevant Courses: Biostatistics; Health Care Financial Accounting; Public Health Policy; Health Economics; Healthcare Quality Performance Measurement and Improvement; Epidemiology; Organization and Management of Healthcare Systems; Cost-Effectiveness Analysis in Health; Organization and Management of Health Advocacy and Community-Based Non-Profits; Implementation Science; Program Evaluation

Wayne State University

Detroit, MI

Master of Business, Concentration in Finance and Marketing

Anticipated: December 2025

Bachelor of Science, Major in Public Health, Minor in Biological Sciences

August 2020

- Awarded full-tuition President's Award Merit Scholarship

PROFESSIONAL EXPERIENCE

National Institutes of Health (NIH) – Office of the Director

Bethesda, MD

Health Advisor | Presidential Management Fellow, 2025

08/2023 – Present

Office of Legislative Policy and Analysis | Office of the Director

03/2024 – Present

- Developed preparation plan and materials for the NIH Director and Deputy Director for three congressional hearings, influencing \$12 billion in agency funding and ensuring strategic alignment with agency priorities.
- Led four congressional oversight investigations by synthesizing complex information, coordinating multi-stakeholder communications, and delivering clear, data-driven responses to Congress.
- Facilitated impactful engagement between NIH institutes and Congress through 10 briefings, advising on key legislation and \$15 billion in organizational restructuring efforts.
- Developed and implemented standard operating procedures (SOPs) to guide team in responding to congressional oversight requests, including use of internal tracking systems, cross-agency communication, and document management protocols, improving efficiency and ensuring compliance with federal standards.

Rotation: Implementation Science Team | National Cancer Institute

08/2023 – 03/2024

- Conducted a portfolio analysis on the intersection of implementation science and policy to assess funding trends and gaps in NCI cancer control implementation studies, identifying strategic priorities.
- Developed a stakeholder engagement report that increased participation in the Consortium for Cancer Implementation Sciences by 43%, leveraging data-driven insights to refine outreach strategies.

Wayne County Department of Health, Human and Veteran Services

Detroit, MI

Special Projects Lead

03/2023 – 08/2023

- Lead effort of procuring a new Electronic Health Record System for the County to standardize record keeping, promote interoperability, and establish a care continuum across county services including FQHCs.
- Partnered with local medical school to establish a Wayne County Mobile Clinic Strategy that includes providing primary care and social services to underserved communities in the County 6 days a week.
- Created a budget and project plan for a \$9 million small business health insurance enrollment program utilizing a cost matrix to provide 6 months premium-free health insurance to 1,000 new small businesses.

City of Dearborn Department of Public Health

Dearborn, MI

Executive Management Fellow

05/2022 – 03/2023

- Assisted leadership in the supervision of 35 interns by establishing effective communication channels, providing ongoing feedback and coaching, and coordinating projects and assignments to ensure maximum impact and learning opportunities for interns.
- Implemented an opioid use harm reduction effort by providing free Narcan to residents via a Narcan vending machine ensuring that the community has access to life-saving resources.
- Developed a survey to evaluate community attitudes towards Narcan and the use of the Narcan vending machine, resulting in valuable insights that informed the improvement of harm reduction strategies.

- Established a successful health communications operation to inform, educate, and empower 100,000 residents about health issues through the creation of social media and press frameworks, including templates, graphic standards, and translation services.
- Developed a comprehensive procedural document outlining the methodology and process for conducting a community health needs assessment, to increase efficiency and consistency in data collection, analysis, and reporting across multiple health initiatives.
- Authored foundational standard operating procedures (SOPs) including intern onboarding, project tracking, and community engagement workflows, strengthening operational structure and long-term sustainability.

Leaders Advancing and Helping Communities

Dearborn, MI

Substance Abuse Prevention and Gambling Coordinator

09/2019 – 08/2021

- Designed and executed a county-wide prevention strategy, leading educational workshops and community panels that increased public awareness efforts by 30%.
- Developed and managed a gambling prevention program across eight schools, implementing a two-year curriculum grounded in evidence-based behavioral health frameworks.
- Conducted policy research and analysis, producing five policy briefs that informed state-level discussions on tobacco control and public health legislation.

LEADERSHIP & SERVICE EXPERIENCE

City of Dearborn Library Commission

Dearborn, MI

Commissioner

06/2022 – 08/2023

- Provided key insights for the library's strategic plan, shaping long-term goals and launching a city-wide youth literacy initiative benefiting 9,000 children in the city.
- Founded an outreach committee to promote library services, increasing resident library card sign-ups by 26% and strengthening stakeholder support for funding initiatives.

Health Policy Student Association (HPSA) – University of Michigan

Ann Arbor, MI

President

04/2022 – 3/2023

- Collaborated with the executive board and the HMP Department administration to host 15 events, increasing alumni relations and networking opportunities, resulting in increased engagement and support.

Finance Chair

09/2021 – 03/2022

- Successfully managed a \$20,000 budget for the organization, overseeing the disbursement of funds, collection of membership dues, and coordination of fundraising activities, ensuring effective financial management.
- Fundraised \$13,000 by securing external funding and departmental support, enabling the organization to fund its operations and send 16 students to the National Health Policy Conference.

Beaumont Health Communities – Healthy Dearborn

Dearborn, MI

Intern

09/2018 – 02/2019

- Led the development of a comprehensive resource directory, including Arabic translation, in collaboration with community non-profits to increase healthcare access for vulnerable populations in Dearborn.
- Created informative and engaging infographics and flyers to showcase community resources, resulting in increased awareness and utilization of available services.

TECHNICAL SKILLS & LANGUAGES

- Epic, Citric Electronic Health Record Software, Microsoft Office (Excel, Outlook, PowerPoint, Word), Google Applications (Drive, Slides, Sheets, Calendar), Adobe (InDesign, Illustrator, Photoshop), Survey Software (REDCap, Qualtrics), Coding (MaxQDA), Programming (R), Canva Graphic Design
- Language: Arabic (fluent)

CERTIFICATIONS

- Google Project Management Certificate
- The Government Affairs Institute - Congressional Briefing for Presidential Management Fellows

MAYOR'S OFFICE



TO: CITY COUNCIL
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: DOWNRIVER COMMUNITY CONFERENCE MEMBERSHIP
DATE: APRIL 10, 2025

The Mayor's Office requests authorization to renew a city-wide membership with the Downriver Community Conference (DCC) for October 2024 – September 2025. Please note, with the DCC's concurrence, this membership renewal request was delayed until the DCC was able to submit its annual Return on Investment Report (ROI), which was received in March of 2025.

The City of Dearborn has been a member of the Downriver Community Conference since 2001. From 2001 until FY18, the cost for this citywide membership remained stable at \$4,750.00. In FY19, due to increasing costs, the DCC developed a new formula for assessing dues which established Dearborn's cost for membership at \$20,536.96. In FY23, Dearborn's cost for membership was increased to \$21,419.71 and remains the same for FY24.

To refresh your knowledge, the DCC is established through an Inter-Local Agreement for the purpose of assisting communities with federal and state governmental agencies. The enclosed Return on Investment Report provides examples of what our community receives for the annually paid membership dues.

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

If this membership renewal is approved by City Council, immediate effect is requested to avoid a possible interruption of services.



Abdullah H. Hammoud
Mayor



15100 Northline Rd. Suite 134
Southgate, MI 48195
734-362-7070

INVOICE

Invoice #: 7687
Invoice Date: 10/1/2024

Billing To:

City of Dearborn
Dearborn Administrative Center
16901 Michigan Avenue - Suite 2
Dearborn, MI 48126

Ship To:

City of Dearborn
Dearborn Administrative Center
16901 Michigan Avenue - Suite 2
Dearborn, MI 48126

DCC Membership Dues 2024/2025

Date	Description	Quantity	Amount
10/1/2024	DCC Membership Dues 2024/2025	1.00	\$21,419.71

Total: \$21,419.71

Notes:

- 1) Total Payment is due within 30 days.
- 2) Please include invoice number on check.

Remit Payment To:
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195
Attn: Accounts Receivable

If you have any questions regarding this invoice, please contact:
megan.heck@dccwf.org

Downriver Community Conference

DEARBORN

Community Return On Investment Report

Downriver Community Conference (DCC) management and staff compiled data on DCC's programs and services, and developed a community report format designed to inform each of our member communities of the "Return On Investment" they and their residents receive for the membership dues they pay annually.

This report provides you with information about the programs and services provided to your residents through DCC, and other benefits available through membership. It is difficult for us to cover every service of value that you may receive from DCC, and as you will see in the report, some of our programs and services are not exactly quantifiable, in terms of direct dollar value.

We hope you find this report valuable and that you will continue to refer your residents to DCC for services as appropriate. All DCC managers are willing to answer any questions you may have concerning our programs/services, and you should feel free to contact us directly anytime.

TRANSPORTATION

DCC provides transportation services to area residents under a variety of funding sources. This includes non-emergency medical transportation for older adults and individuals with disabilities. Please note that tracking of transportation services is generally done by location of the "pick-up" or starting point for each trip, rather than by the community of residence of the rider, but in most cases the pick-up point is the customer's residence.

In Fiscal Year 2023-2024, DCC Transportation provided a **total of 56 one-way trips** to residents of your community. Types of trips included:

- Taking DCC's Michigan Works customers on job-related trips, such as training, work experience, job interviews, pre-employment physicals and other required trips
- Non-Emergency medical trips, such as kidney dialysis, for individuals with a disability

Cost per one-way trip for contracting purposes is \$60.00, making the value of this service to your community **\$3,360** for the 2023-2024 program year.

WORKFORCE DEVELOPMENT

DCC operates four major Workforce Development Programs:

PARTNERSHIP ACCOUNTABILITY TRAINING HOPE (PATH) – This is the State of Michigan's welfare reform program for recipients of TANF (formerly AFDC). Individuals are referred to DCC by area Department of Health and Human Services offices. **Services for your community are provided by a different service provider as the PATH program service area is dictated by DHHS.**

Workforce Innovation and Opportunity Act (WIOA) – This is the federal employment training program that has been in place for several years. The program is divided into several “titles”; DCC provides services to Economically Disadvantaged Adults, Dislocated Workers, Displaced Homemakers and Youth (ages 14 – 24).

For all these populations combined, DCC enrolled and served **2** residents of your community in the 2023/2024 program year; **1** of these residents was placed in employment, generating tax revenue for your community, and reducing the amount of unemployment benefits and other public assistance received; and **8** customers were placed at employers in your community (these customers may not be members of your community). The Wall Street Journal (2009) placed the value of Career Coaching and Employment Services such as these at \$5,255.85/person, making the minimal total estimated value of these services **\$10,511.70**. There was **1** resident who received training at a cost of **\$3,500**. Training must be directly linked to employment opportunities (in-demand) and is geared to help the individual obtain and retain employment.

Employment Service – This is the largest program, providing job search assistance to a universal population, and is funded under the federal Wagner-Peyser Act. Additionally, this program serves individuals filing for unemployment benefits who must first register through the Employment Service and develop and place their resume on the Pure Michigan MI Talent Connect website, the State’s electronic labor exchange system. Employment Service clients receive unlimited resource room use, Unemployment Insurance (UI) validations, job search assistance, resume development, cover letter writing, career coaching, referral and information, job fairs and career events, referrals to programs and community resources, copy, fax, phone, printing, computer use, basic instruction in facilitating on-line job search and on-line applications, and career research and labor market information. Average values for services are: Resume Writing \$100 to \$400; Cover Letter Writing \$139- \$300 per letter; and Career Coaching \$50 to \$100 per hour (information on value obtained from Zip Jobs and Thumbtack websites). For Program Year 2023-24, there were **2,561** units of service provided to residents of your community through this program. The average visit of a half hour equates to \$29.34, making the estimated value for these services to your community **\$75,139.74**. There were **17,173** units of service provided to Downriver residents (DCC member communities) by DCC staff at several sites across the region (the system does not allow for unduplicated customer count).

Trade Adjustment Assistance (TAA) – The Trade Adjustment Assistance Program provided a full array of reemployment services to individuals who lost their job as a result of foreign trade, allowing them to gain the skills, credentials and support necessary to re-enter today’s labor market. The Trade Adjustment Assistance program has not been re-authorized since June 30, 2022, and remains under what is known as termination provisions as of July 1, 2022. Under termination, the USDOL may not conduct new investigations and issue eligibility certifications for new groups of workers. The program has served over 5 million workers since 1962 and as a result of the termination, it is estimated that over 163,000 workers became ineligible for benefits.

THE ECONOMIC DEVELOPMENT DEPARTMENT has evolved over the 46 years of DCC's history to address the needs of our member communities. It has provided small business assistance in various capacities since the beginning through counseling, government contract opportunities, and access to small business loan programs. Recently, the Economic Development Department was awarded a grant through the federal Economic Development Administration for assistance with revitalization in the riverfront communities. While Dearborn is not an official part of the grant at this time, we anticipate this being a springboard for continued expansion in services to all of the DCC member communities in the future.

Brownfield Redevelopment

The Downriver Area Brownfield Consortium (DABC), formed and coordinated by DCC, is recognized as one of the leading brownfield programs in the country. The DCC administers the EPA Revolving Loan Fund (RLF) Program. This program is used to “jump start” major clean-up and redevelopment projects. Over 500 sites in the region have already been assessed, cleaned up or are in the process. Several sites have been redeveloped and are producing tax revenue for their communities (see Dearborn's site list below). These projects have generated or retained jobs for the region over the years the program has been in existence. The program has leveraged over \$600 million in investment to the member communities. The DCC continues to serve the region through the EPA Brownfield Redevelopment Program. Jordan Twardy, Dearborn's Economic Development Director, serves as an active Brownfield Board member.

The most recent activity for Dearborn includes:

- 600 Town Center Dr. (Fairlane Hotel): DCC contributed **\$25,487.50** in environmental assessment funds to complete a hazardous materials survey in 2023/2024.
- Dearborn Midtown: A development team has purchased and is currently assessing the former Fairlane Town Center Mall in preparation for redevelopment into a mixed-use campus that will improve the overall development in central Dearborn and connectivity to the downtown. The first phase of the redevelopment will be repurposing the Fairlanes Tower building. The redevelopment of the first building will be part of an overall estimated investment of \$120 million. A RLF loan is planned for asbestos abatement and subsurface cleanup activities in 2026.

Successful Brownfield projects completed for Dearborn over the past several years include:

- City of Dearborn – Former Hyatt Regency Hotel. Received \$25,487.50 in assessment funds.
- City of Dearborn – Former Montgomery Wards: \$1,017,931 (RLF loan for \$817,931 and sub-grant for \$200,000) to the City of Dearborn BRA funded environmental response actions at an abandoned former Montgomery Wards' retail store and automotive repair center. The property was redeveloped into a \$45,000,000 mixed-use development that eliminated environmental risks and aesthetic impacts to the community caused by the existence of this contaminated, blighted property at a major intersection in the downtown district.
- City of Dearborn – Former Quality Inn: The approximately \$411,500 RLF subgrant to the City of Dearborn funded environmental response actions at the former Quality Inn brownfield site. The site was redeveloped into a student housing complex for the nearby University of Michigan, Dearborn campus.

- City of Dearborn – Municipal Center: A \$142,029.20 loan was awarded for asbestos abatement in preparation for redevelopment of the former City Hall to an artist gallery/residence facility. The gallery/residence has been completed.
- City of Dearborn – 7041 Orchard Ave.: A \$200,000 subgrant was awarded for the 7041 Orchard Street project. The industrial property was acquired through tax foreclosure and will be redeveloped for residential infill in accordance with the City’s master plan. The subgrant funds were used for asbestos abatement activities and soil remediation to clean the site to residential use standards in preparation for housing units.

SUMMER YOUTH PROGRAM

DCC recently completed operating our eighth consecutive Summer Youth Program, through funding from the Detroit Wayne Integrated Health Network (DWIHN). The program provides meaningful summer employment to youth ages 14 to 24 who suffer from behavioral health issues, or who might otherwise be exposed to situations which could lead to the development of behavioral health issues. In addition to the work experience, the youth attend a one-day workshop on a variety of job and career-related topics.

In Program Year 2024, 1 Dearborn resident was served through this program generating \$2,234.88 in wages (at \$11.00 to \$14.00 per hour).

OTHER EFFORTS

DCC hosts/facilitates many other efforts/programs, including:

- Highway Safety Grant: The actions that drivers take can have devastating consequences. The National Highway Traffic Safety Administration (NHTSA) data indicates driver related factors contribute to 94 percent of crashes. A review of Michigan traffic crash data from 2013-2017 shows the number of people seriously injured or killed where the crash was coded as alcohol-involved and/or drug-involved was 7,518. The number of people seriously injured or killed in passenger vehicles where the occupant was coded as no belt used, or child restraint not used/used improperly was 3,820. Observed seat belt use is 94.4 percent. Through the Michigan State Police Office of Highway Safety Planning, DCC-DMA received a grant to reimburse communities to promote enforcement efforts on safety measures to save lives. This includes conducting high-visibility seatbelt enforcement patrols and DUI enforcement patrols. **Dearborn was allocated \$37,499.12 from this grant for 2024.**
- Downriver Mutual Aid: Although Dearborn is not a DMA member community, Dearborn provides fire service to Melvindale under their current agreement with Melvindale (a DMA member community). The Fire Team continues to be successful in receiving cost recovery on some HazMat Incidents. DMA Fire Team training attendance community reimbursement checks have been issued. New members have been added to all teams, training attendance and incident call out attendance has improved. Dearborn received **\$2,115.00** in reimbursements for their firefighters participating in the teams (for 2024). Reimbursement is at \$45/hour per member who participates in their respective team’s minimum yearly training attendance requirements.

- DCC partnered with the American Legion, the oldest service organization in the country, to implement a Veterans' Service Office in the DCC building. The office is normally open three days a week, offering assistance to local Veterans in obtaining needed benefits. Since its inception, the Veterans Service Office has assisted with bringing in \$1.8 million dollars to our area Veterans. Funds were also obtained to implement a Veterans Treatment Court. Several other related projects are in development to offer even more assistance to local Veterans.
- Public Works/Services - DCC coordinates the activities of the Downriver Department of Public Works/Services Director's Collaborative. Group purchasing, shared information and training, and a formal mutual aid agreement are benefits the group brings to our member communities. Current group purchasing includes Bulk Road Salt; Cold Patch, CDL Testing/Training, and Steel Clamps. The DPS Directors' group meets once a month. Dearborn's staff regularly attends these meetings.
- DESC: In addition to providing Employment Service and Trade Adjustment Assistance in the Out-Wayne County area through SEMCA, DCC also operates those programs in the City of Detroit, through the Detroit Employment Solutions Corporation (DESC).
- Weatherization Assistance Program (WAP) and Low-Income Home Energy Assistance Program (LIHEAP) funds assist low-income homeowners and renters by installing energy efficiency measures. Based on an initial audit, households may qualify for insulation, air sealing, furnace repairs/ replacements, and more. These are installed by licensed contractors at no cost to the client. Households receiving services are generally comprised of vulnerable populations (seniors, individuals with disabilities, children, and or households living well below the poverty line). Your community is served by another Weatherization program, so there is no data presented here for that program.

The quantifiable dollar value of specific services to your residents for 2023-2024 is \$157,732.94. As detailed above, there are many of our programs and services to which an exact dollar value cannot be attached (or due to funding source reporting, we do not have access to certain financial data), so we have not even attempted to add those to this total. And this does not begin to address the issue of savings to the taxpayers of your community through the reduction in unemployed individuals and individuals no longer receiving public assistance through the work of DCC. Your residents who gain employment through our programs and services also adds to the area's economy by paying taxes and supporting area businesses with their income.

We work hard to ensure that our member communities are informed of all opportunities to meet and discuss any issue or program DCC might be able to provide or facilitate.

Return on Investment Report – Dearborn

Page 6

If you ever require any further information on DCC's mission, programs, and services, please feel free to contact either of us, or Cari Johnson directly at 734-362-3469 or by e-mail at cari.johnson@dccwf.org.

As you know, DCC's guiding principles are cooperation, collaboration, and partnership. We continue to strive to adhere to these principles for the benefit of Downriver residents.

Sincerely,



James S. Perry
Executive Director
734-362-3469
Jim.perry@dccwf.org



Lisa Wayne
Chief Executive Officer
734-362-7013
lisa.wayne@dccwf.org

*(Return On Investment formula: value of WIOA training funds and TAA training funds utilized by residents of your community, PLUS the value of Career Coaching and Employment Services received by residents, PLUS the value of Transportation Services provided to your residents, PLUS the Summer Youth Employment program funds, PLUS Highway Safety reimbursement; PLUS the Economic Development/RLF funds. Your annual DCC dues are- **\$21,419.71**. Not all communities received all programs/funding.)*

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: APRIL 10, 2024

Pursuant to City of Dearborn Code of Ordinance Section 2-365 and City Charter Section 10.9, the Mayor shall appoint member of the Parks and Recreation Commission, subject to approval by City Council Recommendation for the approval of this appointment is made to serve:

Name: Hassan Kourani
Status: New Appointment
Filling a Vacancy for: N/A
Term Duration: 3 Years
Appointment Term Ending: June 30, 2028
Attendance: N/A
Phone: (313) 258-5041
Email: Kourani22@gmail.com
Mailing Address: 6250 Mead Street, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Parks and Recreation Department
cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: APRIL 10, 2024

I hereby certify that the following appointment has been made to the Parks and Recreation Commission in accordance with City of Dearborn Code of Ordinance Section 2-365 and City Charter Section 10.9.

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

Name: Hassan Kourani
Status: New Appointment
Filling a Vacancy for: N/A
Term Duration: 3 Years
Appointment Term Ending: June 30, 2028
Attendance: N/A
Phone: (313) 258-5041
Email: Kourani22@gmail.com
Mailing Address: 6250 Mead Street, MI 48126

Respectfully submitted,

Abdullah H. Hammoud
Mayor

cc: Parks and Recreation Department
cc: Law Department

HASSAN KOURANI

Kourani22@gmail.com 313-566-3992

EDUCATION

University of Michigan School of Public Health
Master of Health Service Administration, Health Management and Policy

Ann Arbor, MI
09/2021-05/2023

University of Michigan- Dearborn
Bachelor of Science, Biological Sciences
Minors: Political Science and Psychology

Dearborn, MI
09/2016-08/2020

EXPERIENC

Health Policy Analyst

Henry Ford Health

Detroit, MI
08/2023-

- Responsible for tracking and assessing all state legislation related to hospitals, taxation, public health, insurance, and social welfare as well as other ad hoc areas with potential impact
- Identify relevant subject matter experts and work to assess the financial and operational impact of relevant state and federal legislation
- Responsible for leading biweekly call to brief system government affairs team on impacts and work to assist in developing system advocacy strategy
- Develop system comment letters on proposed regulations to state and federal agencies in collaboration with subject matter experts

Maverick Health Policy

Health Policy Intern

Washington, DC
01/2023-04/2023

- Monitored policy and industry developments and compiled weekly updates for clients
- Participated in events and meetings with industry leaders and policymakers, and prepared summaries of relevant regulatory and legislative changes for clients
- Took part in ongoing training to stay current on developments in health care

City of Dearborn

Public Health Intern and Inaugural Director's Management Fellow

Dearborn, MI
05/2022-08/2022

- Helped write and secure a \$2,000 grant to provide free menstrual products in all Dearborn public high schools and secured 200 cases of Narcan to be distributed to residents free of charge and at no cost to the city
- Assisted the director in document development, event scheduling, and overseeing day-to-day operations of the 25-member internship program
- Chaired the environmental health committee and oversaw three intern projects related to zoning policy, a multi-billion-dollar flood mitigation proposal, and local air quality

CVS Health

Certified Pharmacy Technician

Dearborn, MI
01/2019 – 06/2023

- Collaborate with private and public payers to solve insurance issues including prior authorizations, coverage gaps, and cost
- Properly process, fill and dispense 300 daily prescriptions under the supervision of the pharmacist and in compliance with state and federal regulations
- Trained to administer COVID-19 vaccines during the pandemic, ran the store's vaccine program, vaccinating up to 25 patients daily against COVID/communicable illnesses

Michigan House of Representatives

Legislative Intern to Representative Alex Garza

05/2020-08/2020
Lansing, MI

- Researched a proposed \$500,000 guidance counselor funding bill and assisted in developing a model program based on data available from Colorado's Counselor corps program
- Assisted the policy team in calculating the cost-effectiveness of implementing statewide universal guidance counselor requirements based on teacher/pupil ratios
- Assisted constituents with navigating the state's unemployment resources and helped resolve over 100 outstanding cases for unpaid constituents by acting as a liaison between the representative's office and Michigan Unemployment
-

University of Michigan-Dearborn

Supplemental Instruction Leader

08/2017 -04/2020
Dearborn, MI

- Planned and led two weekly sessions for students in behavioral science courses deemed "traditionally difficult"
- Observed and mentored other Supplemental Instruction leaders to provide feedback
- Increased grades of students who attended SI sessions regularly by an average 5% compared to students who did not attend by creating mock exams, practice problems, and group study games



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of 3 holiday firework displays at Camp Dearborn during the 2025 camping season.

DEPARTMENT:

Parks & Recreation

BRIEF DESCRIPTION:

To highlight the appeal of holiday weekends at Camp Dearborn, Parks & Recreation will host firework displays on the following dates: May 24, July 5, and August 30, 2025.

PRIOR COUNCIL ACTION:

CR 5-227-23

CR 5-282-24

BACKGROUND:

Following the successful return of fireworks at Camp Dearborn for the 75th anniversary in 2023, and the three displays offered in 2024, Parks & Recreation is pleased to announce the tradition will continue with three firework displays in 2025.

FISCAL IMPACT:

\$24,000 total for three holiday displays.

COMMUNITY IMPACT:

Offering firework displays at Camp Dearborn on three targeted dates can attract a larger camping audience, enrich their experience, and potentially increase revenue.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate Effect is Requested.

COMPLIANCE/PERFORMANCE METRICS:

Camp Dearborn and Parks & Recreation administration will ensure contract and safety compliance with the vendor. Camp Dearborn staff will also apply for appropriate fireworks display permit through the township of Milford.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Sean Fletcher, Director of Parks & Recreation

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of 3 holiday firework displays at Camp Dearborn during the 2025 camping season

DATE: 4/2/2025

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

Council approval is being requested for three firework displays at Camp Dearborn during the 2025 camping season. These displays are scheduled for May 24, July 5, and August 30, 2025, coinciding with holiday weekends. The rain dates for these events are May 25, July 6, and August 31, respectively.

The aim is to enhance the experience for campers during these peak weekends and attract more families to Camp Dearborn.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate effect is requested.

Background and Justification

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



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Signed by:

Jonathon Golich

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Jonathon Golich 4/2/2025

Assistant Director - Parks & Recreation

DocuSigned by:

Sean R Fletcher

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Sean R Fletcher 4/2/2025

Director of Parks & Recreation

DocuSigned by:

Michael Kennedy

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Michael Kennedy 4/2/2025

Finance Director / Treasurer

DocuSigned by:

Jeremy Romer

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Jeremy Romer 4/2/2025

Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect is Requested

REQUEST: Additional Expenditures for Lapeer, Ten Eyck and Summer-Stephens Pool Renovations

DEPARTMENT: Parks & Recreation Department, in conjunction with Purchasing

BRIEF DESCRIPTION: The Parks & Recreation Department currently has a contract with Key Construction Co for the renovation of the Lapeer, Ten Eyck and Summer-Stephens Pools. Due to unforeseen circumstances including gas alterations to ensure safety during demolition at all three sites, hardware changes from the original bid at all three sites, underground electrical work managed through DTE at all three sites, asbestos removal at all three sites and underground sewer repairs and water line replacements at Ten Eyck and Summer Stephens, Parks & Recreation is requesting approval to add \$212,950 to the contract so purchasing can approve a change order for this additional scope.

PRIOR COUNCIL ACTION: 4-161-24 approved the contract with Key Construction for Lapeer, Ten Eyck and Summer-Stephens Pool Renovations

BACKGROUND:

As the neighborhood pool project at Lapeer, Ten Eyck, and Summer Stephens moves forward, Parks & Recreation has encountered some necessary repairs and replacements during the demolition and construction phases that were not included in the initial project scope. These unforeseen issues include:

- * Gas alterations to ensure safety during demolition at all three sites.
- * Hardware changes from the original bid at all three sites.
- * Underground electrical work managed through DTE at all three sites.
- * Asbestos removal at all three sites.
- * Underground sewer repairs and water line replacements at Ten Eyck and Summer Stephens.

To ensure the project remains on schedule, we kindly request the council's immediate approval to address these critical items.

The neighborhood pools were constructed in the 1950's. Ten Eyck was completed in September of 1954, followed by Lapeer in October of 1954. Summer Stephens was completed in May of 1956 and retains its original facade. None of these pools have had significant structural upgrades within this time. Lapeer underwent a cosmetic face lift in 1989 as did Ten Eyck in 1990. Other than filtrations system update, Summer Stephens Pool has not benefitted from any improvements

FISCAL IMPACT: \$212,950



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT:

Residents, visitors and pool staff will have a safer and more enjoyable experience at the renovated pools facilities.

IMPLEMENTATION TIMELINE: The renovations are currently in progress.

COMPLIANCE/PERFORMANCE METRICS: The Parks & Recreation team, along with Spicer, DPW and Engineering, will oversee the project to confirm adherence to the contract scope of work and all applicable regulations.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Additional Expenditures for Ten Eyck, Lapeer, and Summer-Stephens Pool Renovations

DATE: April 4, 2025

Budget Information

Project:	I25823 Neighborhood Pool Renovation
Total Approved Project Budget:	\$6,213,985
Available Project Budget:	\$212,952
Requested Amount:	\$212,950
Funding Source:	Facilities Fund, Recreation, Pools, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

The Parks & Recreation Department currently has a contract for renovations of the Lapeer, Ten Eyck and Summer-Stephens pools with Key Construction Co. Purchasing has received a request to seek approval for additional expenditures in the amount of \$212,950 in order to approve a change order to the contract.

It is respectfully requested that Council authorize the additional expenditures with immediate effect in order to expedite the completion of the project.

Background and Justification

As the neighborhood pool project at Lapeer, Ten Eyck, and Summer Stephens moves forward, we've encountered some necessary repairs and replacements during the demolition and construction phases that were not included in the initial project scope. These unforeseen issues include:

- * Gas alterations to ensure safety during demolition at all three sites.
- * Hardware changes from the original bid at all three sites.
- * Underground electrical work managed through DTE at all three sites.
- * Asbestos removal at all three sites.
- * Underground sewer repairs and water line replacements at Ten Eyck and Summer Stephens.

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

To ensure the project remains on schedule, we kindly request the council's immediate approval to address these critical items.

The neighborhood pools were constructed in the 1950's. Ten Eyck was completed in September of 1954, followed by Lapeer in October of 1954. Summer Stephens was completed in May of 1956 and retains its original facade. None of these pools have had significant structural upgrades within this time. Lapeer underwent a cosmetic face lift in 1989 as did Ten Eyck in 1990. Other than filtrations system update, Summer Stephens Pool has not benefitted from any improvements

Prepared By:

DocuSigned by:

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Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

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Sean Fletcher, Director, Parks & Recreation

Budget Approval:

DocuSigned by:

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Michael Kennedy, Finance Director/Treasurer

DS
Corporation Counsel Approval:

DocuSigned by:

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Jeremy J. Romer, Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM



CITY OF DEARBORN

Signature Page

Signed by:

Dan Bartok

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Dan Bartok

Corporal

DocuSigned by:

Issa Shahin

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Issa Shahin

Police Chief

DocuSigned by:

Michael Kennedy

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Michael Kennedy

Finance Director / Treasurer

DocuSigned by:

Jeremy Romer

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Jeremy Romer

Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Requested to accept and recognize a donation of \$20,000 from The Henry Ford.

DEPARTMENT: Police Department

BRIEF DESCRIPTION:

The Police Department would like to accept and recognize a donation from The Henry Ford to assist in the implementation of FUSUS, a real-time public safety platform to integrate and enhance all public safety and investigations assets. It is requested that the Finance Director be authorized to recognize the \$20,000 in Police, Administration, Miscellaneous Revenues, Contributions, Donations from Private Sources.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

With the application of FUSUS, the Dearborn Police Department has identified and given businesses and communities in Dearborn the opportunity to participate in its implementation. With this contribution from The Henry Ford, the Dearborn Police Department will be able to better serve the interests and security of the Museum, as well as its patrons.

FISCAL IMPACT: No cost to the City of Dearborn.

COMMUNITY IMPACT: This contribution will positively impact the Police Department by helping to offset the costs of the FUSUS program. This will allow the Police Department to allocate funds to help better serve the City and its residents. This will also strengthen the relations between the Museum and the Police Department.

IMPLEMENTATION TIMELINE: Immediately upon approval.

COMPLIANCE/PERFORMANCE METRICS: No compliance measurements required for this contribution.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Dearborn Police Department
SUBJECT: The Henry Ford Contribution
DATE: April 9, 2025

Summary of Request

The Police Department would like to accept and recognize a donation from The Henry Ford to assist in the implementation of FUSUS, a real-time public safety platform to integrate and enhance all public safety and investigations assets.

It is respectfully requested that the Finance Director be authorized to recognize the \$20,000 in Police, Administration, Miscellaneous Revenues, Contributions, Donations from Private Sources. This letter is submitted for your consideration.

Immediate effect is requested

Prepared by:

DocuSigned by:

Ben Harless

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Benjamin Harless – Police Sergeant

Department Approval:

DocuSigned by:

Issa Shahin

1053E1C7585A436...

Issa Shahin – Police Chief

Budget Approval:

DocuSigned by:

Michael Kennedy

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Michael Kennedy – Finance Director

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

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Jeremy Romer – Corporation Counsel

DS

MHA



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Requested to accept and recognize a donation of \$20,000 from The University of Michigan – Dearborn.

DEPARTMENT: Police Department

BRIEF DESCRIPTION:

The Police Department would like to accept and recognize a donation from The University of Michigan – Dearborn to assist in the implementation of FUSUS, a real-time public safety platform to integrate and enhance all public safety and investigations assets. It is requested that the Finance Director be authorized to recognize the \$20,000 in Police, Administration, Miscellaneous Revenues, Contributions, Donations from Private Sources.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

With the application of FUSUS, the Dearborn Police Department has identified and given businesses and communities in Dearborn the opportunity to participate in its implementation. With this contribution from The University of Michigan – Dearborn, the Dearborn Police Department will provide support through FUSUS for a period while the University implements its own crime center.

FISCAL IMPACT: No cost to the City of Dearborn.

COMMUNITY IMPACT: This contribution will positively impact the Police Department by helping to offset the costs of the FUSUS program. This will allow the Police Department to allocate funds to help better serve the City and its residents. This will also strengthen the relations between the University and the Police Department.

IMPLEMENTATION TIMELINE: Immediately upon approval.

COMPLIANCE/PERFORMANCE METRICS: No compliance measurements required for this contribution.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Dearborn Police Department
SUBJECT: The University of Michigan - Dearborn Contribution
DATE: April 9, 2025

Summary of Request

The Police Department would like to accept and recognize a donation from The University of Michigan – Dearborn for the implementation of FUSUS, a real-time public safety platform to integrate and enhance all public safety and investigations assets.

It is respectfully requested that the Finance Director be authorized to recognize the \$20,000 in Police, Administration, Miscellaneous Revenues, Contributions, Donations from Private Sources. This letter is submitted for your consideration.

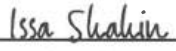
Immediate effect is requested

Prepared by:

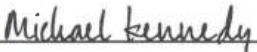
DocuSigned by:

5C524C8E8113410...
Benjamin Harless – Police Sergeant

Department Approval:

DocuSigned by:

1053E1C7585A436...
Issa Shahin – Police Chief

Budget Approval:

DocuSigned by:

F77919D1421447F...
Michael Kennedy – Finance Director

Corporation Counsel Approval:

DocuSigned by:

E7A573BA25E3460...
Jeremy Romer – Corporation Counsel

DS


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

Immediate Effect Requested

REQUEST: Award of contract to Central Square for the installation and service of a 911 Dispatch Phone System

DEPARTMENT: Police Department, In conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department, in conjunction with Purchasing, recommends the award of a contract for 911 Dispatch Phone Service, to Central Square. The Central Square proposal was voted on and received the highest score of the two submitted proposals.

PRIOR COUNCIL ACTION:

None

BACKGROUND:

The standard operational lifecycle of 911 call handling equipment is five years, necessitating hardware and software replacement upon conclusion. The DUDC's current Intrado system reached its end-of-life on December 31, 2024.

The proposed Central Square system represents the latest generation of hardware and software, incorporating advanced tools to enhance emergency response speed and efficiency.

FISCAL IMPACT:

- \$617,956 over five years
 - Dispatch has allocated \$315,841.24 from project K22515 for this upgrade. In addition, funding from ZT2465 will be used to cover the remaining \$302,111.76.
-

COMMUNITY IMPACT: The new system will provide increased functionality over the existing system, which will improve response time for Dearborn Police and Fire.

IMPLEMENTATION TIMELINE: The design and installation of the system takes five to seven months.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

COMPLIANCE/PERFORMANCE METRICS: Police Department staff will oversee installation and functionality of the phone system.

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for Police 911 Dispatch Phone Service

DATE: April 8, 2025

Budget Information

Projects:	ZT2465: Consol Disp Capital Repl
Total Approved Project Budget:	ZT2465: \$617,953
Available Project Budget:	ZT2465: \$617,953
Requested Amount:	\$617,953
Funding Source:	Information Systems Fund, Technology and Innovation, IS-PC & Network Support, Public Works, Capital Equipment, Operating Equipment
Supplemental Budget:	K22515: Consolidated Dispatch/EOC

Summary of Request

The Evaluation Team, on behalf of the Police Department, recommends the competitive purchase of 911 Dispatch Phone Service, from Central Square. The contract shall be a one-time purchase for a five-year contract to supply hardware, software and system support for the DUDC's 911 phone service.

The Central Square system will provide the following functions that do not exist in the current system.

- **Live Call Transcription** - system utilizes AI to transcribe live calls which makes information easier for the call taker to comprehend and process the information, prevent asking the caller to repeat information, and can transfer information out to emergency responders more efficiently.
- **Text language translation** - system translates text to 911 from the caller's language to English, saving time from having to contact 3rd party translations services.
- **Analytic tools** - provides clear and dynamic information regarding call volume, call taker performance, and enhanced oversight tools for supervisors for quality assurance.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

It is respectfully requested that Council approve the award of contract to Central Square for 911 Dispatch Phone Service. The resulting contract shall not be binding until fully executed. It is also requested that the Finance Director be authorized to transfer \$315,841.24 from the facilities fund to the Innovation and Technology fund.

Background and Justification

The standard operational lifecycle of 911 call handling equipment is five years, necessitating hardware and software replacement upon conclusion. The DUDC's current Intrado system reached its end-of-life on December 31, 2024.

The proposed Central Square system represents the latest generation of hardware and software, incorporating advanced tools to enhance emergency response speed and efficiency.

Procurement Process

Purchasing solicited proposals with process details as follows:

Process:	Request for Proposal
Issue Date:	January 15, 2025
Deadline Date:	February 10, 2025
Vendors Solicited:	192
Solicitations Obtained:	42
Proposals Received:	2

Final Evaluation Results

The proposals were evaluated in depth by the evaluation team. The evaluation criteria comprised Implementation, Functionality, Compliance with Requirements, Cost, Value Added, and Technical Architecture. The results are as follows:

Proposer	Total Points
Central Square	98
INdigital	81

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Voting Members of the Evaluation Team

Signed by:

FE000AA91632483...

Leah Bronson, Police Lt., Dispatch

Signed by:

9302AE7D9DFC43A...

James Fitzgerald, Dispatch Supervisor

Signed by:

04C900B7FB00434...

Susan Katsiyannis, GIS Administrator/IT

Signed by:

GBB286534F0047D...

Nicole Golich, Dep Director, DPW

DJ Begeman, Asst Fire Chief

Resources to Evaluation Team

DocuSigned by:

C34A9F1710C9446...

Mehdi Al-Hassan, Acct, Finance

DocuSigned by:

A06626461858403...

Jay Andrews, Purchasing

DocuSigned by:

E7A573BA25E3460...

Jeremy Romer, Corporation Counsel

Budget Approval:

DocuSigned by:

E77919D1421447E...

Michael Kennedy, Finance Director/Treasurer

Department Approval:

DocuSigned by:

1053E1C7585A436...

Issa Shakin, Police Chief



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Award of Cooperative Contract for FUSUS – real-time public safety platform. Additionally, it is requested the Finance Director be authorized to appropriate \$133,000 of Drug Forfeiture Fund-Federal Justice fund balance

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Police Department would like to secure FUSUS, through a Cooperative Agreement with Axon Enterprise, a real-time public safety platform to integrate and enhance all public safety and investigations assets. The contract will be for a 5-year period. The contract will begin 05/01/2025. Additionally, it is requested the Finance Director be authorized to appropriate \$133,000 of Drug Forfeiture Fund-Federal Justice fund balance to Drug Law Enforcement Fund>Police> Public Safety>Drug Enforcement Federal Justice>Other Professional Services for this purchase.

PRIOR COUNCIL ACTION: 7-382-24 – Cooperative Contract with Axon Enterprise for in-car and body worn cameras.

BACKGROUND: The Dearborn Police Department, in a continued attempt to more efficiently and effectively serve the City of Dearborn, has identified FUSUS as an effective means to further integrate surveillance video feeds from both government and private participants, monitor asset location information, conduct crime analysis, and more effectively respond to crimes in progress. FUSUS, as a cloud based real time crime center program, has the ability to integrate live video feeds from city cameras, as well as any private business that chooses to participate, and automatically display the closest feeds based on the location of 911 calls to both dispatch and in-car computers. With the accompanying Axon Air licensing, public safety drone feeds can also be live streamed to responding officers and command staff. Additionally, floorplans for large buildings and critical infrastructure locations can be embedded, providing officers real time information while responding to calls. FUSUS is also capable of mapping all active incidents in the city, allowing for more effective deployment of officers as needed.

FISCAL IMPACT:

Axon has spread the total cost of the contract (\$720,301) out over a 5-year period. Pending future FY budget approval.

Year 1 -\$132,987; Year 2 - \$138,307; Year 3 - \$143,839; Year 4 - \$149,592; Year 5 – \$155,576



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT:

This purchase will positively impact the community by enabling the Police Department to more efficiently allocate department resources as well as increasing the information readily obtainable by officers responding to reports of criminal acts that occur within the City.

IMPLEMENTATION TIMELINE:

The project is expected to be fully implemented in 90-120 days.

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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Cooperative Contract for FUSUS – real-time public safety platform

DATE: April 7, 2025

Budget Information

Adopted Budget:	Year 1: \$132,987 Years 2-5: Funding is pending future budget adoptions
Amended Budget:	Year 1: \$132,987 Years 2-5: Funding is pending future budget adoptions
Requested Amount:	<u>\$720,301</u> over 5 years, pending future FY budget Approval. Year 1 - \$132,987; Year 2 - \$138,307; Year 3 - \$143,839; Year 4 - \$149,592; Year 5 - \$155,576
Funding Source:	Drug Law Enforcement Fund, Police, Public Safety, Drug Enforcement Federal Justice, Other Professional Services
Supplemental Budget:	Drug Forfeiture Fund Federal Justice fund balance

Summary of Request

The Police Department, in conjunction with purchasing, recommends the award of a contract via a cooperative contract for FUSUS – real-time public safety platform. The value of the contract is not-to-exceed \$720,301 for the five-year period. The initial contract term shall be for five years starting 5/01/2025 with the option to renew upon satisfactory performance by the contractor.

It is respectfully requested that Council authorize the award, contingent upon satisfactory performance by the vendor. Immediate effect is requested in order to expedite the order.

Additionally, it is requested the Finance Director be authorized to appropriate \$133,000 of Drug Forfeiture Fund-Federal Justice fund balance to Drug Law Enforcement Fund>Police> Public Safety>Drug Enforcement Federal Justice>Other Professional Services for this purchase.

Background and Justification

The police department, in a continued attempt to more efficiently and effectively serve the City of Dearborn, has identified FUSUS as an effective means to further integrate surveillance video feeds from both government and private participants, monitor asset location information, conduct crime analysis, and more effectively respond to crimes in progress. FUSUS, as a cloud based real time crime center program, has the ability to integrate live video feeds from city cameras, as well as any private business that chooses to participate, and automatically display the closest feeds based on the location of 911 calls to both dispatch and in-car computers. With the accompanying Axon Air licensing, public safety drone feeds can also be live streamed to responding officers and command staff. Additionally, floorplans for large buildings and critical



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

infrastructure locations can be embedded, providing officers real time information while responding to calls. FUSUS is also capable of mapping all active incidents in the city, allowing for more effective deployment of officers as needed.

In addition to receiving vendor presentations of FUSUS' capabilities, The Police Department reached out to the City of Kalamazoo Public Safety Department, and the City of South Bend, IN Police Department, who have both been utilizing the program for more than a year, and ensured that it will meet the needs of the Dearborn Police Department as deployed in a real-world environment.

Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the Sourcwell cooperative program. Sourcwell's contract #010720-AXN was selected following a review of the procurement process to verify it is consistent with City's process, as well as the pricing to confirm it provides good value to the City

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

Issa Shahin

Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:

Michael Kennedy

Michael Kennedy, Treasurer & Finance Director

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Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approve contract for a Health Communications Specialist

DEPARTMENT: Public Health, in conjunction with Purchasing

BRIEF DESCRIPTION: Purchasing, on behalf of the Public Health Department, recommends the approval of a contract to Celeste Kettenah as a Health Communications Specialist. The value of the contract is \$42,000 for a one-year term from May 1, 2025 to April 30, 2026. This contract will be funded by a DMC Foundation Grant. Celeste has been contracted by the Department of Public Health on two previous occasions for a term of 4 months and then 6 months.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The health communications contractor is needed to maintain and enhance the department's communication strategies and public health outreach. Over the past year, Celeste has played a vital role in supporting the department's initiatives through effective communication and engagement strategies, especially in regards to our community health needs assessment programming. Her unique skills and background have enabled the department to reach diverse communities and address health disparities more effectively. Given her familiarity with the department's systems and objectives, continuing her services without interruption is crucial for the success of ongoing public health projects and initiatives.

FISCAL IMPACT: \$42,000

COMMUNITY IMPACT: Continued support from a Health Communications Specialist will ensure consistent, culturally responsive outreach that keeps residents informed and engaged in public health initiatives. This work strengthens community trust, improves access to services, and helps reduce health disparities—especially among our historically underserved population.

IMPLEMENTATION TIMELINE: May 1, 2025 through April 30, 2026

COMPLIANCE/PERFORMANCE METRICS: DPH Staff will monitor this contract.



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approve contract for a Health Communications Specialist
DATE: April 7, 2025

Budget Information

Adopted Budget:	\$42,000
Amended Budget:	\$42,000
Requested Amount:	\$42,000
Funding Source:	Public Health, Health and Welfare, Employee Wellness Programs, Contractual Services, Other
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Public Health Department, recommends the approval of a contract to Celeste Kettenah as a Health Communications Specialist. The value of the contract for is \$42,000 for a one-year term. This Contract is funded by a DMC Foundation Grant.

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

Background and Justification

Over the past year, the Health Communications Specialist Contractor has provided high-quality health communications support to DPH and the City of Dearborn, playing a key role in advancing our outreach and engagement strategies. Her contributions have been instrumental in elevating the department's visibility, particularly during the community health needs assessment and other core initiatives aimed at addressing core health issues and programming. This contractor's deep understanding of the department's priorities, systems, and communities enables her to craft effective, inclusive messaging that resonates across Dearborn's diverse population. Continuing her contract ensures uninterrupted progress on critical public health efforts and maintains the momentum needed to build trust and promote equity through clear, consistent, and culturally responsive communication.

Procurement Process

The procurement process was in accordance with Competition Exceptions Section 2-568(6)(e), Continuity of Professional Services, of the Procurement Ordinance, and all internal policies and procedures.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:
Mark Rozinsky

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Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Ali Abazeed

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Ali Abazeed, Director of Public Health

Budget Approval:

DocuSigned by:
Michael Kennedy

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MHA

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Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer

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Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of Contract for Lead Water Service Replacement – Contract 3 – (Dearborn Job No. 2019-026)

DEPARTMENT: Department of Public Works & Facilities/Engineering Division in conjunction with Purchasing

BRIEF DESCRIPTION: Award contract to C & P Construction Company, Inc., which submitted the lowest responsive responsible bid for Lead Water Service Replacement - Contract 3.

PRIOR COUNCIL ACTION:

- CR 7-338-23: Approved contract with Major Contracting Group for lead lines in the amount of \$1,692,250.00.
- CR 11-507-19 and CR 12-516-21: Approved contract with C & P Construction for lead lines in the amount of \$2,112,187.00.

BACKGROUND:

The Lead and Copper Rule enacted in Michigan in June of 2018 prohibits any lead water service connections. It is now the City of Dearborn's responsibility to replace the lead water service line with copper from the property line to at least 18 inches inside the basement at no cost to the property owner.

FISCAL IMPACT:

- \$1,864,750.00 requested with a contingency amount of \$90,000.00.

COMMUNITY IMPACT:

- Lead can affect almost every organ and system in the body.
- Children six years old and younger are most susceptible to the effects of lead. According to the United States Environmental Protection Agency (EPA), even low levels of lead in the blood of children can result in behavior and learning problems, lower IQ, hyperactivity, slowed growth, hearing problems, and anemia.

IMPLEMENTATION TIMELINE:

Project will begin as soon as contract is executed.

COMPLIANCE/PERFORMANCE METRICS:

Contract will be monitored by the Engineering project team.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for Lead Water Service Replacement - Contract 3 (Dearborn Job No. 2019-026)

DATE: April 3, 2025

Budget Information

Project:	P54900, Lead Water Line Replacement
Total Approved Project Budget:	\$6,447,023
Available Project Budget:	\$1,979,294
Requested Amount:	\$1,864,750
Contingency Amount:	\$90,000
Funding Source:	Water Fund, Water Supply Division, Capital Project Support
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 for Lead Water Service Line Replacement to C & P Construction Company, Inc., which submitted the lowest responsive and responsible bid.

It is respectfully requested that Council authorize the award and, with immediate effect, to facilitate timely completion of the project. The resulting contract shall not be binding until fully executed.

Background and Justification

Since the early 1990s through 2018, all water main replacement projects included the replacement of existing lead water service lines up to the water shut-off box located one (1) foot behind the sidewalk called "partial lead water service line replacement" (partial LWSL). The Lead Copper Rule enacted in June of 2018 prohibited the construction of any partial LWSL and requires the water supplier to replace them at least 18 inches inside the basement at no cost to the property owner.

Between 1980 and 2017, 141 miles of water main was replaced in front of approximately 16,000 houses. Approximately 4,000 of 16,000 houses have confirmed lead water service lines, and they all were replaced with copper tubing up to the shut-off box. The material for the 2,000 of 16,000 water services remained unknown since the "partial LWSL" construction was not implemented prior to the 1990s. Per our estimate, there are additional 6,000 lead water service lines throughout the City, the locations of which are unknown at this time.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

We have scheduled to address “partial LWSL” at 280 locations by placing copper tubing between the sidewalk and at least 18 inches inside the basement (up to the water meter in most cases) for the houses along the streets named below. The water mains at these streets were replaced between 1995 and 2010.

- Alexandrine – Sylvan to South Military
- Alice – Whitmore to Dartmouth
- Barclay – Lanson to Maple
- Calhoun – Ford Road to Colson
- Chase – Ford Road to Michigan Avenue
- Law – River Lane to South Military
- Lois – Michigan Avenue to Bryan
- Maple – Tireman to Haggerty
- Neckel – Hemlock to Ford Road
- Opal Drive – Prospect to End
- Prospect – Greenfield to Firestone
- River Lane – Cherry Hill to Sylvan
- Salina – Eagle to Dix
- South Highland – Fordson to Telegraph
- Wilson – Mildred to Outer Drive

The unit price per location of various categories of lead line replacement without concrete and lawn restorations are as follows:

- | | |
|--|---------------------|
| • 380 locations of 1” through basement wall and/or basement floor slab | \$4,100.00/location |
| • 1 locations of 3/4” through basement wall and/or basement floor slab | \$3,900.00/location |
| • 2 locations of 1-1/2” through basement wall and/or basement floor slab | \$7,000.00/location |

Procurement Process

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid

Issue Date: March 12, 2025

Deadline Date: April 2, 2025

Vendors Solicited: 647

Solicitations Obtained: 69

Bids Received: 4

The bids were evaluated with the assistance of key staff from the Engineering Division and are shown in the following bid summary:



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

BIDDER	TOTAL BID
C&P Construction, Co	\$1,864,750
All Seasons Underground Construction Inc.	\$1,905,400
Major Contracting Group Inc.	\$2,096,300
Five Star Energy Services	\$3,294,110

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

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

Tim Hawkins

Timothy Hawkins, Director of Public Works & Facilities

DocuSigned by:

Soud El-Jamaly

Soud El-Jamaly, City Engineer

Budget Approval:

DocuSigned by:

Corey Jarocki

Corey Jarocki, Deputy Finance Director

DocuSigned by:

Michael Kennedy

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of Cooperative Purchasing of City Moving Services to Corrigan Moving Systems

DEPARTMENT: Public Works and Facilities, in Conjunction with Purchasing

BRIEF DESCRIPTION: Requesting the award of a cooperative contract to Corrigan Moving Systems to perform moving at the Dearborn Administrative Center and use of the DAC Parking lot.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: To support the temporary relocation of all items inside the DAC during the installation of new flooring and workstations, the services of a professional moving company are needed. Due to the quantity, size, and weight of the furniture, managing the move without professional assistance would not be efficient.

Engaging a licensed moving company will ensure the items are handled properly and transported safely, minimizing the risk of damage to both the furniture and the facility. It will also significantly reduce the time, effort, and physical labor required for the move.

Additionally, approval is requested for the use of the back parking lot at the DAC to accommodate storage trailers. These trailers will securely house the relocated items throughout the transition period.

FISCAL IMPACT: The requested amount is \$76,981.

COMMUNITY IMPACT: New flooring and updated furniture contribute to a more welcoming, comfortable, and professional environment for residents who visit the DAC for services, meetings, or public events.

IMPLEMENTATION TIMELINE: Mid-May through Mid July 2025

COMPLIANCE/PERFORMANCE METRICS: Moving Services will be monitored by the Public Works and Facilities management and staff.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for City Moving Services to Corrigan Moving Systems

DATE: April 8th, 2025

Budget Information

Project:	J25124 – DAC Facility Updates
Total Approved Project Budget:	\$1,762,397
Available Project Budget:	\$325,313
Requested Amount:	\$76,981
Funding Source:	Facilities Fund, Public Works, Administration Capital Project Support, Contractual Services
Supplemental Budget:	N/A

Summary of Request

Public Works and Facilities, in conjunction with the Purchasing Department, recommends the award for City moving services to Corrigan Moving Systems for \$76,981. The contract will cover moving of all the items inside the Dearborn Administrative Center.

In addition, It is requested the use of the back parking lot at the DAC to accommodate storage trailers. These trailers will be used to securely store the items during the transition period.

It is respectfully requested that the Council authorize the contract. The resulting contract shall not be binding until fully executed. Immediate effect is requested so that moving services can proceed on schedule.

Background and Justification

To support the temporary relocation of all items inside the DAC during the installation of new flooring and workstations, the services of a professional moving company are needed. Due to the quantity, size, and weight of the furniture, managing the move without professional assistance would not be efficient.

Engaging a licensed moving company will ensure the items are handled properly and transported safely, minimizing the risk of damage to both the furniture and the facility. It will also significantly reduce the time, effort, and physical labor required for the move.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Additionally, approval is requested for the use of the back parking lot at the DAC to accommodate storage trailers. These trailers will securely house the relocated items throughout the transition period.

Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the State of Michigan cooperative program. Contract #240000000684 was selected following a review of the procurement process to verify it is consistent with City's process, as well as the pricing to confirm it provides good value to the City.

Signature Page

Prepared By:

Jason Pich

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Jason Pich, Buyer

Department Approval:

Tim Hawkins

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Tim Hawkins, Director of Public Works

Budget Approval:

Michael Kennedy

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Michael Kennedy, Finance Director/Treasurer

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Corporation Counsel Approval:

Jeremy Romer

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Jeremy J. Romer, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Renewal of Tree Planting Services

DEPARTMENT: Department of Public Works, in Conjunction with Purchasing

BRIEF DESCRIPTION: Requesting the one-year contract renewal of Tree Planting Services to Crimboli Nursery, Inc

PRIOR COUNCIL ACTION: Per Council Resolution 5-226-23, the Council approved a bid by Crimboli Nursery, Inc for Tree Planting Services for two years, with 2 one-year renewals, at a cost of \$298,000.00.

BACKGROUND: This contract will provide the City with a qualified contractor for annual tree planting services. The City's tree planting allows for a free replacement tree for residents that had an easement tree removed. For the Engineering construction zone project area, all trees removed will be replaced and new, additional trees will be planted at no cost for all the residents that did not previously have a street tree. Residents outside of the construction project areas will be able to purchase trees for easement planting through the City's ongoing Tree replacement program.

FISCAL IMPACT: Requested amount \$298,000.00 101 2074 693 34 90

COMMUNITY IMPACT: Beautiful trees along the city easements

IMPLEMENTATION TIMELINE: Immediate effect once approved by City Council. Planting will begin in the Fall of 2025.

COMPLIANCE/PERFORMANCE METRICS: The Public Service Division will oversee the planting of the trees.


FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Abdullah H. Hammoud
SUBJECT: Renewal of Contract for Tree Planting Services
DATE: April 22nd, 2024

Budget Information

Adopted Budget: \$653,000 Pending FY2026 Budget Adoption
 Amended Budget: \$653,000
 Requested Amount: \$298,000
 Funding Source: General Fund, Public Works, Parks Division, Contractual Services

Summary of Request

Purchasing, on behalf of the Department of Public Works, recommends the one-year renewal of a contract for tree planting services for Crimboli Nursery, which has provided these services for the previous two-year contract. The contract renewal shall be for a term of one year.

It is respectfully requested that Council authorize the award. Immediate effect is requested so that plantings can begin. The resulting contract shall not be binding until fully executed.

Background and Justification

This contract will provide the City with a qualified contractor for annual tree planting services. The City's tree planting allows for a free replacement tree for residents that had an easement tree removed. For the Engineering construction zone project area, all trees removed will be replaced and new, additional trees will be planted at no cost for all the residents that did not previously have a street tree. Residents outside of the construction project areas will be able to purchase trees for easement planting through the City's ongoing Tree replacement program.

Signature Page

Prepared By:

Jason Pich

7D2E1C2C4D89410...

Jason Pich, Buyer

Department Approval:

Tim Hawkins

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Tim Hawkins, Director of Public Works

Budget Approval:

Michael Kennedy

F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

Initial

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Corporation Counsel Approval:

Jeremy Romer

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Jeremy J. Romer, Corporation Counsel



CITY OF DEARBORN

EXECUTIVE SUMMARY AND MEMORANDUM

CITY CLERK, DEARBORN MI
2025 APR 14 AM 8:56

REQUEST:

Requesting to recognize and appropriate award - MCOLES for Academy Assistance of \$180,000

DEPARTMENT:

Police Department

BRIEF DESCRIPTION:

This is a request to accept funds from the Michigan Commission on Law Enforcement Standards Public Safety Academy Assistance Program in the amount of \$180,000 with no local match.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Public Safety Academy Assistance Program. The funding amount is for \$180,000. Local match is not needed. The Police Department will utilize the \$180,000 to offset the costs of 9 police officers who attended the Oakland Police Academy in 2025. We received the maximum amount of reimbursement available from MCOLES. This is a reimbursement grant and requires no local match.

FISCAL IMPACT:

No cost.

COMMUNITY IMPACT:

Improved community relations by saving taxpayer money.



EXECUTIVE SUMMARY AND MEMORANDUM



CITY OF DEARBORN

IMPLEMENTATION TIMELINE:

Immediately upon approval.

COMPLIANCE/PERFORMANCE METRICS:

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



EXECUTIVE SUMMARY AND MEMORANDUM



CITY OF DEARBORN

TO: City Council
FROM: Issa Shahin, Chief of Police
VIA: Mayor Abdullah H. Hammoud
SUBJECT: MCOLES Funds
DATE: April 4, 2025

Budget Information

Adopted Budget: 0
Amended Budget: \$180,000.00
Requested Amount: \$180,000.00
Funding Source: State of Michigan MCOLES
Supplemental Budget: N/A

Summary of Request

The Dearborn Police Department has been awarded funds from the Michigan Commission on Law Enforcement Standards Public Safety Academy Assistance Program. The funding amount is for \$180,000. Local match is not needed.

The Police Department will utilize the \$180,000 to offset the costs of nine police officers who attended the Oakland Police Academy in 2025. We received the maximum amount of reimbursement available from MCOLES. This is a reimbursement grant and requires no local match.

Immediate effect is requested.

CITY OF DEARBORN

Immediate effect is requested.



EXECUTIVE SUMMARY AND MEMORANDUM



CITY OF DEARBORN

Signature Page

Signed by:

Dan Bartok

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Dan Bartok

Corporal

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Issa Shahin

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Issa Shahin

Police Chief

DocuSigned by:

Michael Kennedy

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Michael Kennedy

Finance Director / Treasurer

DocuSigned by:

Jeremy Romer

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Jeremy Romer

Corporation Counsel

**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Zoning Language Amendment: Food Truck Parks – Amending Articles 1.00, 4.00 7.00, 16.00, & 18.00.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION:

- The existing Zoning Ordinance effectively prohibits food trucks from operating on private property unless it receives approval from City Council as a temporary use or special event.
 - Proposed amendment would permit food truck parks in the BC & IA zoning districts subject to Special Land Use approval. Food trucks would not be permitted in city's four business districts.
 - Specific site development standards are also proposed to help ensure this type of use operates safely and efficiently, and does not create negative externalities on adjacent properties or generate public nuisances.
 - The Planning Commission recommended approval at the March 10th, 2025 meeting.
 - The Planning & Zoning Division recommended approval to the Planning Commission.
-

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

- City Council would still reserve the right to permit food trucks on a temporary basis or for a special event anywhere in the city per Sec. 2.07 A4.
 - The existing licensing regulations create an opportunity to help activate our public spaces and create a walkable destination for residents by allowing them in major parks throughout the city.
-

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

The proposed ordinance creates an approval pathway for food trucks in zoning that embraces the great placemaking and business startup opportunity that they bring while balancing other land use goals for the city.

IMPLEMENTATION TIMELINE:

Requires two readings by City Council.

COMPLIANCE/PERFORMANCE METRICS: N/A

**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Planning Commission

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Zoning Language Amendment: Food Truck Parks

DATE: April 3rd, 2025 (COW)

Background:

Mobile food establishments (aka food trucks) are a unique land use from a zoning perspective. They are a temporary structure and use that is designed to be mobile, while zoning is typically reserved for permanent land use approvals. In addition, outdoor operations are often limited and strictly regulated in zoning due to the negative externalities that can result from how they function.

While Dearborn has had licensing regulations for food trucks since 2018, the existing Zoning Ordinance effectively prohibits food trucks from operating on private property unless it receives approval from City Council as a temporary use or special event.

After significant review and consideration of emerging policy trends, the recommendation is to create a pathway for food trucks that embraces the great placemaking and business startup opportunity that they bring while balancing other land use goals for the city.

Summary of Changes

- Permit food truck parks in the BC & IA zoning district subject to Special Land Use approval.
 - They are not permitted in the city's four business districts (East Downtown, West Downtown, Dix-Vernor, & Warren). This is to support existing brick and mortar restaurants as well as future development within each of the tax increment financing areas. See *Exhibit A*.
- Food truck parks are only permitted as the primary use of a property. For example: you are not permitted to have a food truck park co-located on the same property as a gas station.
- Require a permanent building on the property that operates as the licensed mobile food establishment commissary and provides washroom facilities for patrons. This is to ensure the use operates efficiently and is consistent with health code regulations.
- Prohibit the use of generators in food truck parks. Electrical access must be provided for each individual food truck.
- Upon recommendation from the Planning Commission, staff has also revised the ordinance to explicitly require an exterior gravity grease interceptor. This is to ensure the plumbing



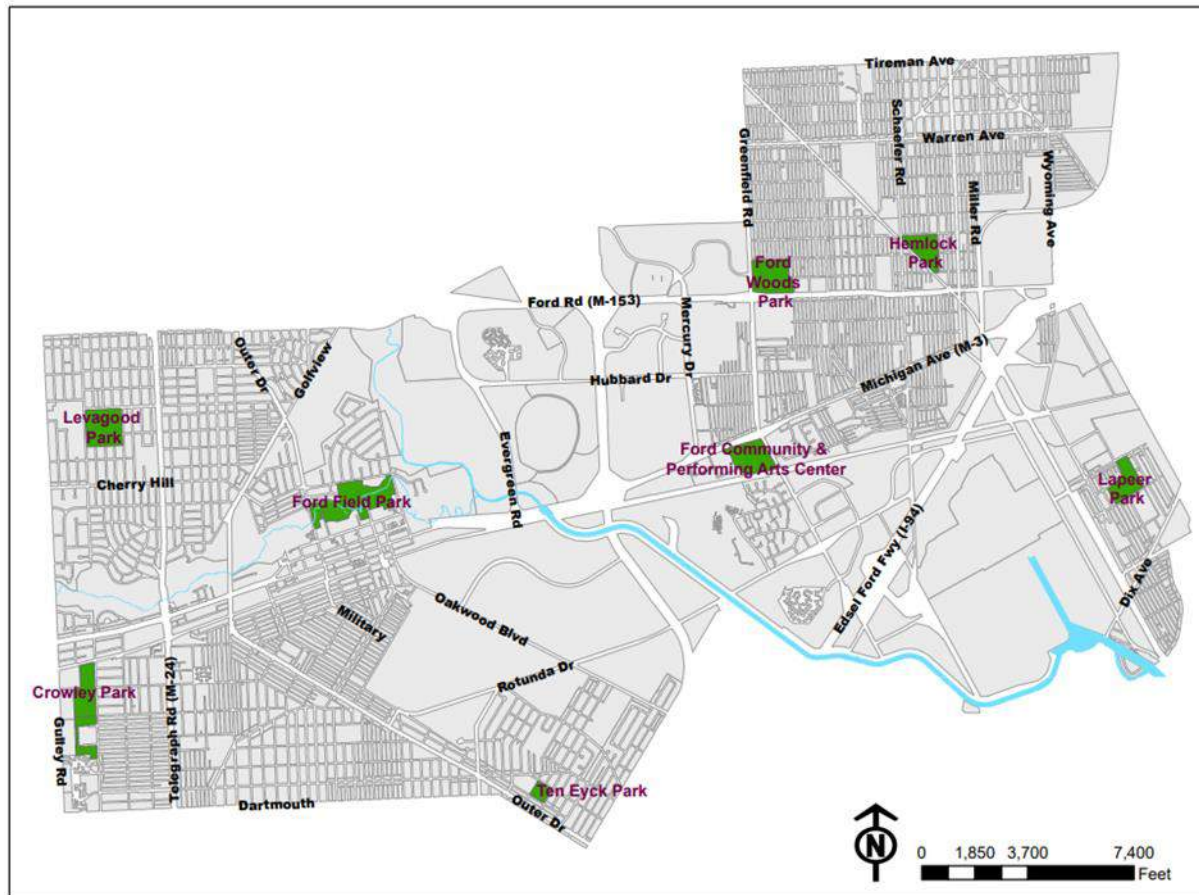
EXECUTIVE SUMMARY AND MEMORANDUM

system can adequately support activities within the site without creating plumbing code issues.

- Permit commissary kitchens as a permitted land use in IA district. These types of facilities are not open to the public for food service, but are focused on offering areas for prep & storage of food.

Additional Notes

- The proposed regulations are constructed to help ensure that the way these sites operate do not create public nuisances or negatively impact adjacent properties. Frequent violations have included dumping of grease into the city's stormwater system, storage of food and inventory outside, and illegal electrical hookups.
- City Council would still reserve the right to permit food trucks on a temporary basis or for a special event anywhere in the city per Sec. 2.07 A4.
- The existing licensing regulations create an opportunity to help activate our public spaces and create a walkable destination for residents by allowing them in major parks throughout the city (see picture below).





ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

Recommendation:

After due consideration and a public hearing on March 10th, 2025 the following recommendation was made by the Planning Commission:

A motion was made by Commissioner Saymuah, supported by Commissioner Abdallah to approve the ordinance amendment for Section 18.00, with the addition of a requirement for grease interception on site for food truck parks. Upon roll call the following vote was taken: Ayes: (7) (Commissioners Abdallah, Easterly, Kadouh, King, Mohamed, Phillips, and Saymuah). Absent: (2) (Commissioner Abdulla & Fadlallah). The motion was adopted.

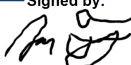
Signature Page

Prepared by:

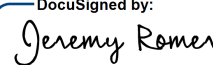
Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP
Planning and Zoning Manager

Approved:

Signed by:

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




JORDAN TWARDY
Economic Development Director

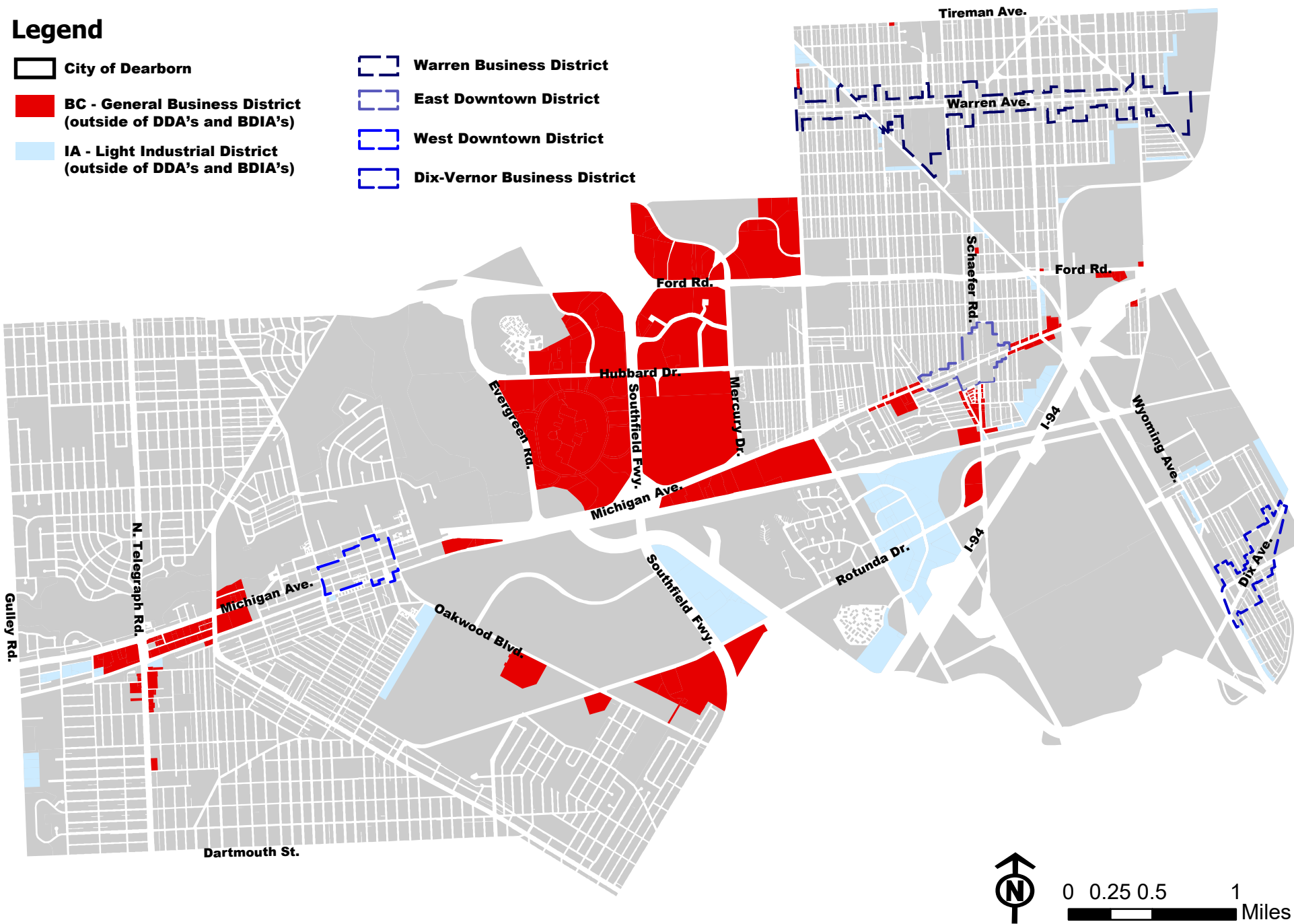
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JEREMY ROMER
Corporation Counsel

Zoning Language Amendment - BC & IA Zoned Properties

Legend

-  **City of Dearborn**
-  **BC - General Business District
(outside of DDA's and BDIA's)**
-  **IA - Light Industrial District
(outside of DDA's and BDIA's)**
-  **Warren Business District**
-  **East Downtown District**
-  **West Downtown District**
-  **Dix-Vernor Business District**



0 0.25 0.5 1 Miles

ORDINANCE NO. xx-xx
AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF DEARBORN BY AMENDING
ARTICLE 1.00, ENTITLED
“SHORT TITLE, RULES OF CONSTRUCTION AND DEFINITIONS”

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 1.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 1.00: Short Title, Rules of Construction and Definitions

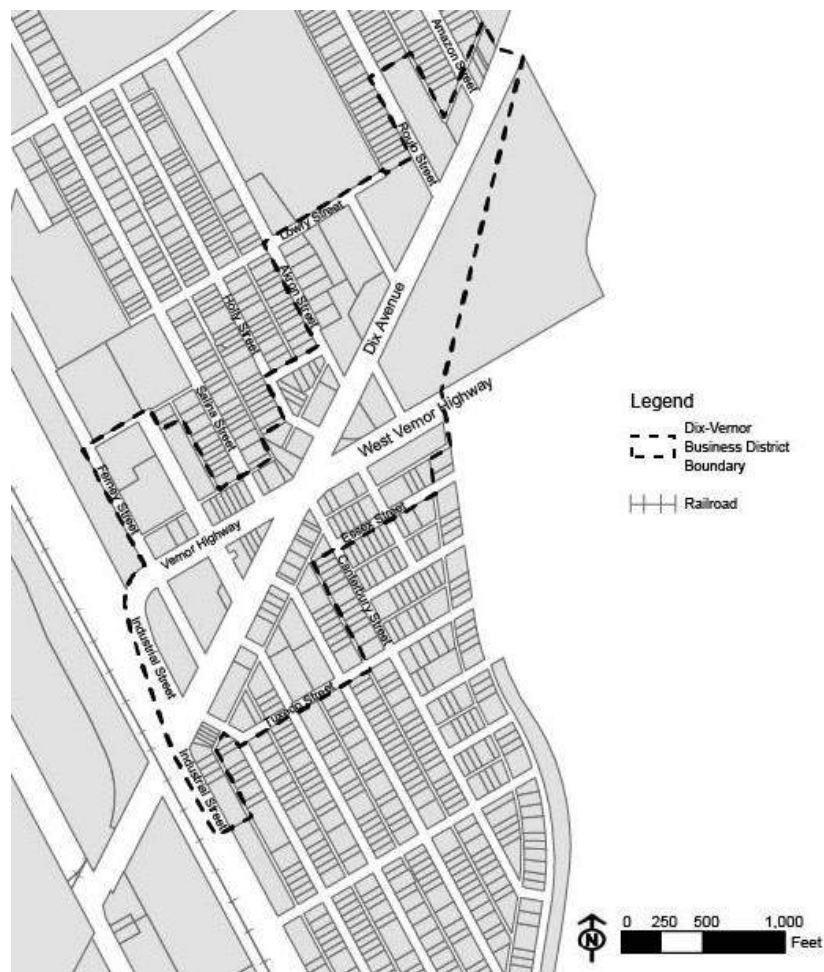
Sec. 1.03. - Definitions

Commissary kitchen. A commercial kitchen that food businesses can rent to prepare, store, and cook food.

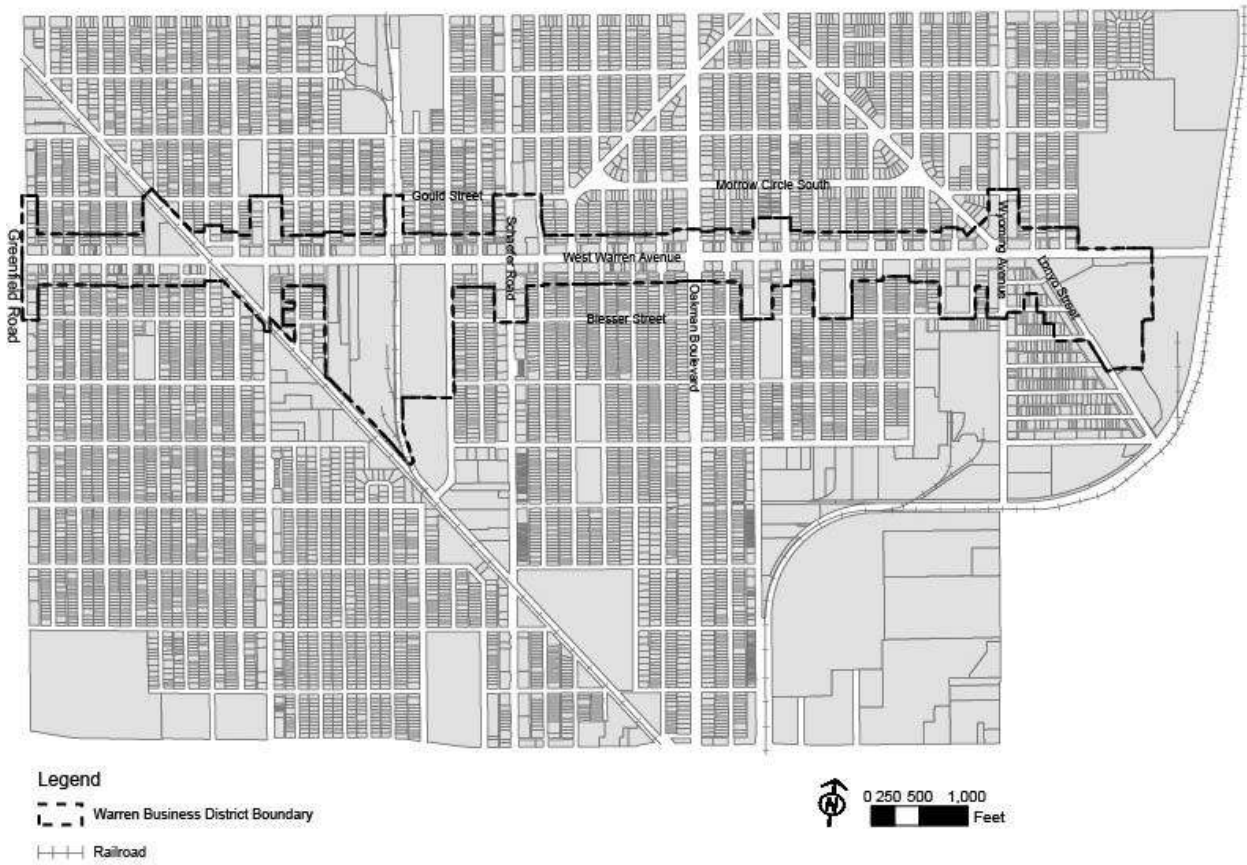
Food trucks. A business serving or offering for sale food and/or beverages from a mobile food unit which shall mean a fully enclosed vehicle or trailer that is also licensed by the state as a mobile food service establishment or special transitory food unit.

Food truck park. A parcel of land where one or more food trucks congregate to sell food or beverages to the general public.

Dix-Vernor Business District Improvement Authority. This district is located in the south east portion of Dearborn and generally includes properties fronting the intersection of Dix and Vernor and extending toward Industrial to the west and Amazon to the east as shown in the map below. The full legal description of this business district can be found in the “Development Plan and Tax increment Financing Plan” as approved by City Council Resolution No. 12-674-15., along with any subsequent amendments as approved by City Council.



Warren Business District Improvement Authority. This district is located in the north east portion of Dearborn and generally includes properties fronting Warren Avenue from Greenfield to Wyoming, with additional properties in close proximity to Warren Avenue along certain side streets as shown in the map below. The full legal description of this business district can be found in the “Development Plan and Tax increment Financing Plan” as approved by City Council Resolution No. 12-675-15., along with any subsequent amendments as approved by City Council.



ORDINANCE NO. xx-xx
AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF DEARBORN BY AMENDING
ARTICLE 7.00, ENTITLED
“SITE DEVELOPMENT STANDARDS APPLICABLE TO SPECIFIC USES”

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 7.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 7.00: Site Development Standards Applicable to Specific Uses

Sec. 7.02. - Site development standards for nonresidential uses.

BB. Food truck park

- 1. Use restrictions.** The principal and sole use of the property must be a food truck park.
- 2. Food truck requirements.** Food trucks on the site must have a valid food truck license. All food trucks must remain moveable and operational at all times.
- 3. Building requirements.** A food truck park must include a permanent building on the property which provides essential services to ensure the use operates efficiently and consistent with health code standards. The building must contain the following:
 - A. A facility which operates as the food truck park’s licensed mobile food establishment commissary.
 - B. Access to washroom facilities for patrons based upon occupant load. At a minimum, two-bathrooms must be provided.
- 4. Site layout.** Any areas on the property where food trucks are proposed to be in use or parked must be identified on the approved site plan. Food trucks must remain on paved areas at all times.

3. **Outdoor storage prohibited.** There shall be no outside storage of any goods, inventory, or equipment.
4. **Sanitation.** A dumpster enclosure is required on the property per Sec. 2.14. A. Installation of an exterior gravity grease interceptor, or other alternative treatment technology, is required, and is subject to all applicable requirements under the law, including but not limited to the Michigan Plumbing Code and applicable plumbing and sanitation requirements found in the City's Code of Ordinances. External waste grease storage is prohibited.
5. **Electrical requirements.** Permanent electrical outlets must be provided for each individual food truck. Use of generators is prohibited.
6. **Outdoor dining.** Outdoor dining is considered a permitted accessory use subject to the following regulations:
 - A. The occupant load of the outdoor dining area shall not exceed fifty (50) percent of the interior customer/patron occupant load of the building (occupant load to be determined per the Building Code).
 - B. The hours of operations are limited to 7:00 a.m. and 12:00 a.m. or the operating hours of the building, whichever is more restrictive.
 - C. All outdoor dining areas must be buffered and protected from vehicles. Appropriate measures include but are not limited to fencing, landscaping, and planter boxes.

ORDINANCE NO. xx-xx
AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF DEARBORN BY AMENDING
ARTICLE 16.00, ENTITLED
“BC, GENERAL BUSINESS DISTRICT”

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 16.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 16.00: BC, General Business District

Sec. 16.02. - Permitted uses and structures.

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

1. All uses permitted in a B-B District.
2. Service establishments including, but not limited to, a workshop maintained by electricians, plumbers, painters, upholsterers, printers, when in conjunction with retail establishments that offer merchandise of a related nature.
3. Greenhouses or nurseries.
4. Public utility buildings, telephone exchange buildings, electric transformer stations and substations, gas regulator stations with service yards but without storage yards, and water and sewage pumping stations.
5. Automobile dealerships selling new and used automobiles.
6. Fast food and carry-out restaurants.
7. Other uses not specifically listed in this ordinance, after determination by the director of building and safety that such use is similar to other permitted uses in this district.
8. Accessory structures and uses customarily incidental to the above permitted use.
9. Automobile filling and/or repair stations which may also provide retail sales of prepackaged food products for consumption off premises, and other small consumer convenience items.
10. Arcades and pool or billiard halls.
11. Hospitals.

B. **Special land uses.** The following uses may be permitted, subject to the conditions specified for each use, review and approval of the site plan, any special conditions imposed during the course of review, and the provisions set forth in [Article 7.00](#) and [Article 32.00](#).

1. All special land uses permitted in the B-B Community Business District as stated in Section [15.02B](#).

2. Multiple-family dwellings to include rental apartments and condominium units.

3. Sale of used automobiles only.

4. Car wash establishments.

5. Bus terminals, cab stands, and other transit facilities.

6. Drive-in movie establishments.

7. Indoor motion picture theaters and rental halls.

8. Open air businesses.

9. Recreation facilities, indoor and outdoor.

10. Alternative financial establishments.

11. Day laborer agencies.

12. Regulated uses as set forth in Section [7.05](#).

13. Motels or hotels, subject to the provisions in Section [7.02](#).

14. Food truck parks, subject to the provisions in Section 7.02 BB, but prohibited within the West Downtown District, as defined in Article 27.00, the BD- Downtown Business District, as defined in Article 17.00, and the Dix-Vernor & Warren Business District Improvement Authorities, as defined in Article 1.00.

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

THE CITY OF DEARBORN ORDAINS TO:

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

ARTICLE 18.00: IA, Light Industrial District

Sec. 18.02. - Permitted uses and structures.

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

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

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

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

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

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

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

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

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

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

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

(g) Laboratories—Experimental, film or testing.

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

(i) Labs.

(j) Data processing.

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

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

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

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

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

10. Tree trimming services.

11. Commissary kitchens.

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

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

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

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

3. Metal plating, buffing, and polishing operations.
4. Construction equipment and related equipment sales, leasing, and storage, subject to the following conditions:
 - (a) Where feasible, equipment shall be stored inside. Open storage structures may be permitted by the plan commission, provided that such structures are enclosed on three (3) sides and have a roof.
 - (b) Storage yards shall be screened from any abutting public or private road in accordance with Section [5.02E](#).
5. Contractor's storage yards, provided that such yards are completely enclosed within an eight (8) foot masonry wall or screening, in accordance with Section [5.02\(E\)](#).
6. Millwork, lumber, and planing mills when completely enclosed and located on the interior of the district so that no property line forms the exterior boundary of the I-A District.
7. Retail sales, gun ranges, commercial service, storage, or repair of any firearms, handguns, long guns, rifles, shotguns, ammunition, gun powder, explosives or blasting agents as partial or sole use of an individual structure or building subject to not being located closer than a seven-hundred-(700)-foot radius distance to the nearest residential zoning district, residential land use, church or place of worship, and public or private school.
8. Day laborer agencies.
9. Accessory retail or service uses that are intended to serve the occupants and patrons of the principal use, provided that any such use shall be an incidental use occupying no more than five percent (5%) of a building that accommodates a principal permitted use. Permitted accessory retail and service uses shall be limited to the following:
 - (a) Retail establishments that deal directly with the consumer and generally serve the convenience shopping needs of workers and visitors, such as convenience stores, drug stores, uniform supply stores, or similar retail businesses.
 - (b) Personal service establishments which are intended to serve workers or visitors in the district, such as dry cleaning establishments, travel agencies, tailor shops, or similar service establishments.
 - (c) Restaurants, cafeterias, or other places serving food and beverages for consumption within the building.
 - (d) Financial institutions, including banks, credit unions, and savings and loan associations.
10. Indoor Recreation Facilities, in the IA District only, subject to the provisions in Section 7.02 Q(2).

11. Food truck courts, in the IA District only, subject to the provisions in Section 7.02 BB, but prohibited within the West Downtown District, as defined in Article 27.00, the BD- Downtown Business District, as defined in Article 17.00, and the Dix-Vernor & Warren Business District Improvement Authorities, as defined in Article 1.00.

ORDINANCE NO. xx-xx
AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF DEARBORN BY AMENDING
ARTICLE 4.00, ENTITLED
“OFF-STREET PARKING AND LOADING REQUIREMENTS”

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 4.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 4.00: Short Title, Rules of Construction and Definitions

Sec. 4.01 C. Minimum number of spaces required.

11. SCHEDULE OF OFF-STREET PARKING

(C)	BUSINESS AND COMMERCIAL USES		
(30)	Food Truck Park	1.0	180 sq. ft. of dining areas
(E)	INDUSTRIAL USES		
(1)	Contractor or Construction Use	3.0	Employee
(2)	Manufacturing Establishments, Commissary Kitchens or Establishments for Industrial production, Processing, Assembly, Research, Compounding, Preparation, Cleaning, Servicing, Testing, Repair, plus Accessory Business Offices and Storage Facilities	1.0 0.5	750 sq. ft. of gross floor area, or per employee, whichever is greater

REVISED 3/28/25



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend the City's Street Vendor Licensing Ordinance (Code of Ordinances, Chapter 12, Article VII)

DEPARTMENT: Law

BRIEF DESCRIPTION: The proposed amendments to the City's Street Vendor Ordinance make the following changes:

- Enables special event organizers to apply for a license on behalf of multiple vendors participating in the event.
- Requires the licensee to sign a hold harmless/indemnification agreement holding the City harmless and indemnifying them against any property damage or personal injury related to vending activities.
- Allow vendor stands on public property and public ways if the vendor is participating in a special event authorized and approved by the City or City Council.
- Adds reference to Chapter 13 of the Code for nuisance control.
- Requires power to be self-contained and self-provided, with allowance for use of public utilities subject to city inspection and approval.
- Limits generator noise to 80 dB or lower when measured from a distance of 15 feet.

PRIOR COUNCIL ACTION: Amendments to the Food Truck Ordinance addressing fire inspections, display of city license, and appeals were adopted in May 2022.

BACKGROUND: The proposed amendments are being made to make it easier for street vendors who participate in special events throughout the City, and to align with recent regulatory changes made for food trucks (e.g., organizers applying on behalf of multiple participants, hold harmless/indemnification agreement, nuisance controls, generator noise, etc.).

FISCAL IMPACT: Revenue from licensing fees as street vendors participating in special events on public property will now require a license.

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings before adoption.

COMPLIANCE/PERFORMANCE METRICS: N/A


LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REVISED 3/28/25

TO: City Council

FROM: Corporation Counsel

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Street Vendor Licensing Ordinance amendments

DATE: March 28, 2025

Street vendors in the city are primarily regulated under Chapter 12, Article VII of the Code of Ordinances ("Street Vendor Licensing Ordinance"). The Ordinance sets minimum standards for licensure, including but not limited to insurance requirements and locations where vendors may operate.

The goal of the proposed amendments is to provide clear guidelines for vendors participating in special events, including allowing license applications for multiple vendors and allowing vendors to operate vendor stands on public property during events. A copy of the proposed ordinance with revisions is attached for review.

The following is a summary of the substantive changes being proposed:

- Enable special event organizers to apply for a license on behalf of multiple vendors participating in the event (Sec. 12-233(b)).
- Require the licensee to sign a hold harmless/indemnification agreement holding the City harmless and indemnifying them against any property damage or personal injury related to vending activities (Sec. 12-238(b)).
- Allow vendor stands on public property and public ways if the vendor is participating in a special event authorized and approved by the City or City Council (Sec. 12-240(d)).
- Adds reference to Chapter 13 of the Code for nuisance control (Sec. 12-240(f)).
- Requires power to be self-contained and self-provided, with allowance for use of public utilities subject to city inspection and approval (Sec. 12-240(g)).
- Limits generator noise to 80 dB or lower when measured from a distance of 15 feet.

Respectfully submitted,

DocuSigned by:

Bradley Mendelsohn

BRADLEY J. MENDELSON
Deputy Corporation Counsel

DocuSigned by:

Jeremy Romer

JEREMY J. ROMER
Corporation Counsel

GEORGE DARANY
City Clerk

ORDINANCE NO. 25-_____

**AN ORDINANCE TO AMEND CHAPTER 12 OF THE
CODE OF ORDINANCES FOR THE CITY OF DEARBORN
BY AMENDING ARTICLE VII, TITLED “STREET
VENDORS.”**

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 12, Article VII as follows:

ARTICLE VII. - STREET VENDORS

Sec. 12-230. - Purpose.

The primary purpose of the public streets, sidewalks, and other public ways is for uses by vehicular and pedestrian traffic. Reasonable regulation of vending on public ways is necessary to protect the public health, safety, and welfare. The regulations contained in this article are not intended to prohibit or hamper speech which is protected by the First Amendment, but merely to regulate specific activities which are commercial in nature.

Exception. This article does not apply to mobile food establishments, commonly known as “food trucks,” as defined by state law, MCL 289.6135 (see **Code of Ordinances, Chapter 12**, Article VIIA).

(Ord. No. 90-497, § 1, 12-18-90; Ord. No. 18- 1614, 6-12-18)

Sec. 12-231. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Public way~~ **Public way** shall mean all areas legally open to public use such as public streets, roadways, highways and alleys.

~~Special event~~ **Special event** shall mean any occasion including, but not limited to parades, golf tournaments, fairs, shows, exhibitions, city-wide celebrations, festivals, etc., within a specifically defined area of the city.

~~Stand~~ **Stand** shall mean any newsstand, table, bench, booth, rack, handcart, pushcart or any other fixture or device which is not required to be licensed and registered by the department of motor vehicles, and is used for the display, storage or transportation of articles offered for sale by a vendor.

~~Vendor~~ **Vendor** shall mean any individual, including an employee or agent of a group of individuals, partnership or corporation, who sells or offers to sell food, beverages, goods or merchandise on any public way from a stand, motor vehicle or from his person.

~~—Vendor vehicle~~ **Vendor vehicle** shall mean any vehicle used for the displaying, storing or transporting of articles for sale by a vendor which is required to be licensed and registered by the state department of motor vehicles. The term is to include trailers, trucks and automobiles, **but does not include mobile food establishments (aka “food trucks”)**.

(Ord. No. 90-497, § 1, 12-18-90; Ord. No. 96-664, 4-2-96)

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

Sec. 12-232. - License required.

It shall be unlawful for any vendor to sell, display or offer for sale any food, beverage, goods or merchandise within the city without first obtaining a license from the city clerk.

(Ord. No. 90-497, § 2, 12-18-90)

Sec. 12-233. – Application; **special events**.

a) The application for a vendor's license shall contain all information relevant and necessary to determine whether a particular license may be issued, including but not limited to:

- 1) ~~(1)~~ Full name, home address, permanent business address, if any, telephone number, driver's license number, three copies of a current full-face photograph, and proof of identity.
- 2) ~~(2)~~ A brief description of the nature, character and quality of the food, beverages, goods or merchandise to be sold.
- 3) ~~(3)~~ The specific location, if any, in which the vendor intends to conduct business.
- 4) ~~(4)~~ If vendor is employed by or is an agent of another, the name and business address of the principal person hiring such vendor.
- 5) ~~(5)~~ If a motor vehicle is to be used in the vending business, a description of the vehicle together with the motor vehicle registration number and the license number; such vehicles shall be subject to annual safety inspections to be conducted by the police department.
- 6) ~~(6)~~ A complete listing of any other licenses or permits issued to applicant by the city within the past five years.

- b) For special events with two or more street vendors, the event organizer may apply for a vendor license on behalf of the participating vendors subject to compliance with all requirements for licensure under this article.

(Ord. No. 90-497, § 3, 12-18-90; Ord. No. 96-664, 4-2-96)

Sec. 12-234. - State health license.

The application for a license required by this article of any vendor engaged in the sale of food or beverages shall also be referred to the local health department for approval of a health license, in addition to the regular vending license. Such vendor's equipment shall be subject to inspections by the health department at the time of application, as required by the state public health code.

(Ord. No. 90-497, § 4, 12-18-90)

Sec. 12-235. - Issuance of license and expiration.

Not later than 30 days after the filing of a completed application for a vendor's license, the applicant shall be notified in writing by the city clerk of the decision on the issuance or denial of the license. If the vendor applicant complies with all application requirements, the applicant shall be issued a vendor's license. If a food and beverage applicant meets the prior requirements and receives health department approval, then such applicant shall be issued both a vending license and a state department of health license. A vending license expires on December 1 of each year.

(Ord. No. 90-497, § 5, 12-18-90)

Sec. 12-236. - Exemptions.

The following vendors are exempt from the licensing fee requirements, but shall otherwise be required to comply with the provisions of this article:

(1) Any person who proposes to sell produce which he has raised himself. Produce may only be sold on the site where it is raised.

(2) Any person who has been honorably discharged as a war veteran from any of the armed services of the United States.

(Ord. No. 90-497, § 6, 12-18-90)

Sec. 12-237. - Fees.

Each vendor granted a license under this article shall pay an annual license fee, listed in Section 12-6 of this Chapter, which must be paid before the license is issued. A processing fee of \$5.00 per vehicle shall be paid for each vendor vehicle inspection.

(Ord. No. 90-497, § 7, 12-18-90; Ord. No. 96-664, 4-2-96; Ord. No. 22-1724, 2-8-22)

Sec. 12-238. – Insurance, **hold harmless**.

- a) No license shall be issued under this article to an applicant unless the applicant furnishes proof to the city of a public liability bond or insurance policy in an amount not less than \$100,000.00 for property damage and injuries, including injury resulting in death caused by the operation of the vending business. The city shall be an additional named insured on such bond or policy.
- b) **No license shall be issued under this article unless the licensee signs a statement that they will 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.**

(Ord. No. 90-497, § 8, 12-18-90)

Sec. 12-239. - Display of licenses, identification badges.

- a) ~~(a)~~ The license issued to a vendor shall be carried with the vendor and displayed at all times when he is engaged in the business of vending. If the vendor sells food or beverages, the health license must also be displayed.
- b) ~~(b)~~ Every vendor shall display on his person an identification card while vending within the city. Such identification card shall be issued by the police department. A reasonable fee shall be charged by the police department to cover the cost of issuing identification cards.
- c) ~~(c)~~ Licenses and identification badges shall be used only by the person to whom they were issued and may not be transferred to any other person.

(Ord. No. 90-497, § 9, 12-18-90)

Sec. 12-240. - Restrictions applicable to all vendors; **limited exception for special events**.

- a) ~~(a)~~ ~~Stands~~ **Stands**. Vendor stands shall not impede access to the entrance or driveway of any adjacent building. Vendor stands shall be located only on private property within the city, when permission of the property owner has been obtained.

- b) ~~(b) Handicapped areas~~ *Handicapped areas*. No vendor shall conduct business within ~~25-20~~ feet of any handicapped parking space or access ramp.
- c) ~~(c) Removal of trash~~ *Removal of trash*. All trash or debris accumulating within ~~25-20~~ feet of any vending stand shall be collected by the vendor and deposited in a trash container. All vendors selling food or beverages must provide trash receptacles adjacent to or as a part of their stands.
- d) ~~(d) Prohibited areas~~ *Prohibited areas; limited exception for special events*.
 - 1) Vendor stands and motor vehicles are prohibited within 500 feet of a fire escape, bus stop, loading zone or driveway of a fire station, police station or hospital.
 - 2) ~~(1)~~ Vendor stands and motor vehicles are prohibited within 500 feet of any public, private or parochial school building, or the lands on which such school buildings are located in the city on any days during which such school is in session.
 - 3) ~~(2)~~ Vendor stands are prohibited on public property and on public ways.
 - 4) *Limited exception for special events*. Vendor stands are allowed on public property and public ways if the vendor is participating in a special event or temporary use authorized and approved by the City, or if applicable, City Council. This limited exception is subject to all rules, regulations, and conditions applicable to the event or use.
- e) ~~(e) Noise~~ *Noise*. No vendor may sound any device which produces a loud and raucous noise, or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device to attract public attention.
- f) *Nuisance prohibited*. Except as otherwise stated in this article, vendors shall be subject to the provisions of Chapter 13 of the City's Code of Ordinances regarding nuisances, including but not limited to regulations regarding noise, smoke, and odors.
- g) *Power and utilities*. Power required for a vendor shall be self-contained and self-provided. However, a vendor 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.
- h) *Generator noise*. 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.
- h) ~~(f) Motor vehicles~~ *Motor vehicles*. Vending from a motor vehicle is restricted to public ways. No vendor vending from a motor vehicle shall:

- 1) ~~(1)~~ Stop, stand or park the vehicle within 200 feet of any intersection, within any other prohibited area, or during prohibited hours.
- 2) ~~(2)~~ 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.

(Ord. No. 90-497, § 10, 12-18-90)

Sec. 12-241. - Suspension or revocation of license.

- a) ~~(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 the business of vending
 - 3) ~~(3)~~ Conducting the business of vending contrary to the conditions of the license.
 - 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) ~~(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. 90-497, § 11, 12-18-90)

Sec. 12-242. - Appeals.

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

(Ord. No. 90-497, § 12, 12-18-90)

Sec. 12-243. - Contracts.

The city reserves the right to contract with individual vendors to provide limited vending services in public areas.

(Ord. No. 90-497, § 13, 12-18-90)

Sec. 12-244. - Renewals.

Licenses may be renewed, provided an application for renewal and license fees are received by the city no later than the expiration date of the current license. Applications received after that date shall be processed as new applications. The city shall review each application for renewal to determine that the applicant is in full compliance with the provisions of this article. If the city finds that the new application meets the above requirements, the city shall issue a new license.

(Ord. No. 90-497, § 14, 12-18-90)

Secs. 12-245—12-249. - Reserved.