

COMMITTEE OF THE WHOLE

June 5, 2025

AGENDA

- 1. PUBLIC COMMENT
- 2. RESOLUTION IN NEED OF OFFER AND SUPPORT Approving the minutes of the previous special (closed) meeting of May 20, 2025.
- 3. RESOLUTION IN NEED OF OFFER AND SUPPORT Approving the minutes of the previous regular meeting of May 20, 2025.
- ORDINANCE ON THE TABLE ORDINANCE NO. 25-1844 "An Ordinance to Amend the Animals Chapter (Chapter 4) of the Code of Ordinances of the City of Dearborn by amending Section 4-23, Entitled 'License Required; Number of Dogs Allowed'."
 RESOLUTION IN NEED OF OFFER AND SUPPORT – To take from the table for its final reading.
- 5. ECONOMIC DEVELOPMENT Recommending ORDINANCE NO. 25-1845 – IN NEED OF INTRODUCTION. SNYOPSIS – "An Ordinance to Amend the Zoning Ordinance of the City of Dearborn by Amending Article 1.00, Entitled 'Short Title, Rules of Construction and Definition', Article 4.00, Entitled 'Off-Street Parking and Loading Requirements', Article 7.00, Entitled 'Site Development Standards Applicable to Specific Uses', Article 11.00, Entitled, 'RP – Residential Preservation District', Article 12.00, Entitled, R-C, R-D, and R-E Multiple Family Residential Districts', Article 17.00, Entitled 'B-D, Downtown Business District', and Article 27.00, Entitled, 'West Downtown District'." RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.

ECONOMIC DEVELOPMENT – Recommending 6. ORDINANCE NO. 25-1846 - IN NEED OF INTRODUCTION. SNYOPSIS – "An Ordinance to Amend Section 9.02 of Ordinance No. 06-1111 of the City of Dearborn by Rezoning the Property Located at 100 N. Telegraph Rd. from a BA (Local Business) to a BB (Community Business) Zoning Classification."

RESOLUTION IN NEED OF OFFER AND SUPPORT - To table the Ordinance.

- 7. **CORPORATION COUNSEL – Recommending** ORDINANCE NO. 25-1847 - IN NEED OF INTRODUCTION. SNYOPSIS - "An Ordinance to Amend the Occupancy and Building Standards Chapter (Chapter 11) of the Code of Ordinances of the City of Dearborn by adding Article V, Division 1, Entitled, 'Short-Term Rentals' and Division 2, Entitled, 'Non-Owner-Occupied Residential Properties'." RESOLUTION IN NEED OF OFFER AND SUPPORT - To table the Ordinance.
- 8. **CORPORATION COUNSEL – Recommending** ORDINANCE NO. 25-1848 - IN NEED OF INTRODUCTION. SNYOPSIS – "An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by Amending Section 12-6, Entitled, 'License Fees', Article XVII, Section 12-791 to 12-799, Entitled 'Hotels, Room Houses, and Lodging Houses and Beds and Breakfasts'." RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.
- 9. CORPORATION COUNSEL – Recommending ORDINANCE NO. 25-1849 - IN NEED OF INTRODUCTION. SNYOPSIS - "An Ordinance to Amend the Offenses Chapter (Chapter 14) of the Code of Ordinances of the City of Dearborn by Amending Section 14-7, Entitled, 'Prohibiting Acts in Hotels or Bed and Breakfast'."

RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.

10. ECONOMIC DEVELOPMENT – Requesting that the Mayor be authorized to execute the 51st Year Community Development Block Grant (CDBG) application, Grant Agreement and sub-recipient agreements on behalf of the City; also requesting that the Finance Director be authorized to recognize and appropriate the grant award and the estimated program income in the total amount of \$2,369,401 and to receive, direct, and dispense those award funds withing the Community Development Fund (283) or other funds and requesting immediate effect.

- 11. ECONOMIC DEVELOPMENT Requesting to authorize EWI Worldwide, owner of the property located at 2401 S. Gulley to vacate and dedicate three parts of the existing easement within the City-owned property of Crowley Park, located at 2600 Westwood, for two existing sanitary and storm sewer leads to serve the existing business and enable expansion of the property to accommodate additional businesses, subject to certain stipulations; also requesting that the Finance Director be authorized to allocate and expend available funds in an amount not to exceed \$157,471 within Account No. 401-6100-435.34-40, ARPA 70 to support costs associated with removing and placing new sewer lines and requesting immediate effect.
- 12. ECONOMIC DEVELOPMENT Requesting to approve the second amendment to the lease agreement with Flex Holdings, LLC, for 650 sq. ft. of land at the West Dearborn Pocket Park directly adjacent to the business located at 22062 Michigan Ave., as an outdoor seating area for its patrons, for the term of five-years from June 1, 2025 to May 31, 2030, subject to certain stipulations and requesting immediate effect.
- ECONOMIC DEVELOPMENT Requesting to approve the first amendment to the lease agreement with Westborn Acquisitions LLC DBA Sheeba Restaurant IV for 1548 sq. ft. of land at the West Dearborn Pocket Park directly adjacent to the business located at 22049 Michigan Ave., as an outdoor seating area for its patrons, for the term of five-years from July 19, 2025 to July 18, 2030, subject to certain stipulations and requesting immediate effect.
- 14. ECONOMIC DEVELOPMENT Requesting to approve the sale and redevelopment of the City-owned property located at 14255 Michigan Avenue to Jin Hong for the sum of \$220,000; also requesting that Corporation Counsel or his designee and the Mayor be authorized to finalize and sign the documents necessary to effectuate the sale, subject to certain stipulations.
- 15. ECONOMIC DEVELOPMENT Requesting to authorize a six-month moratorium to prohibit acceptance of any application to the City (including permit, administrative site plan review, Planning Commission, and Zoning Board of Appeals applications) related to junkyards, scrap iron and junk storage, metal recycling facilities, recycling centers and other associated uses and requesting immediate effect.

- 16. PUBLIC WORKS & FACILITIES Requesting to acknowledge the EGLE Scrap Tire Clean-up Grant Agreement with the Michigan Department of Environment, Great Lakes and Energy, and the State Materials Management Division to allow the City to dispose of scrap tires in an amount not to exceed \$12,000 through December 31, 2025 and requesting immediate effect.
- 17. PURCHASING –Requesting to award a contract to Zuniga Cement Construction, Inc., lowest responsive and responsible bid, in the amount of \$601,260 for Raised Crosswalks and requesting immediate effect. (85-5)
- PURCHASING Requesting to award a one-year contract, with two (2) two-year renewal options available to Industrial Painting Services, Inc., lowest responsive and responsible bid, in the amount of \$75,525 for As-Needed Painting Services for City Housing Buildings and requesting immediate effect. (26-4)
- PURCHASING Requesting to award a Professional Services contract to Plante & Moran in an amount not to exceed \$100,000 for a Payroll Audit and requesting immediate effect. [2-568 (b) (6) J]
- PURCHASING Requesting to award a Professional Services contract to O2X in the amount of \$60,000 for the purchase of three (3) Health and Wellness Assessment Educational Courses for the members of the Dearborn Fire Department and requesting immediate effect. [2-568 (b) (6) J]
- 21. PURCHASING Requesting to award a contract to Performance Sports Turf, LLC, lowest responsive and responsible bidder, in the amount of \$87,730 for the Renovation of Soccer Fields at Crowley Park and requesting immediate effect. (54-1)
- 22. PURCHASING Requesting to award a sole source contract to GiveDirectly in the amount of \$1,500,00 for the Rx Kids Program; also requesting that the Finance Director be authorized to transfer funds in the amount of \$500,000 earmarked from the General Capital Improvement Fund, ARPA 70 Project for the Rx Kids Program to the General Fund and to recognize and appropriate the transfer and requesting immediate effect. [2-568 (b) (6) b]

- PURCHASING Requesting to authorize the second and final one-year renewal option for the contract with Michigan Joint Sealing (C.R. 5-214-23) in the amount of \$367,843 for Pavement Joint Sealing and requesting immediate effect. [2-568 (b) (6) e]
- 24. POLICE Requesting to approve the Amended Traffic Rules & Regulations pursuant to Section 18-150 of the Code of Ordinances of the City of Dearborn as follows:
 - Post "15-minute parking," on the east side of Military, north of Michigan Ave., adjacent to 22370 Michigan Ave.
 - Prohibit parking on the north side of Prospect between 15340 Prospect and the intersection of Opal;

Also requesting that the following temporary traffic rules involving permit parking on a residential street be made permanent, subject to review in 5 years, or sooner if the circumstances involving the original issuance of the permit change.

- Require permit parking in front of 3027 Roulo.
- Require permit parking on Whitmore east of Katherine (3051 Katherine).
- Require permit parking on Ruby west of Maple (5401 Maple).
- Require permit parking in front of 5854 Kenilworth.
- Require permit parking on Hemlock west of Yinger (6159 Yinger).
- Require permit parking in front of 7702 Kendal.
- Require permit parking in front of 7855 Barrie.
- Require permit parking in front of 2610 Salina.
- 25. PARKS & RECREATION Having no objections to the request of the Divine Child High School Alumni Association to conduct their 32nd Annual Falcon 5K Run on Saturday, August 2, 2025 from approximately 8:00 A.M. to 12:00 P.M., with assistance from the Police Department for traffic control for the entire duration of the parade route, subject to reimbursement for City services, all applicable ordinances, and the rules and regulations of the Police Department; also requesting a Noise Ordinance Waiver for the duration of the event and requesting immediate effect.
- 26. FINANCE Requesting to authorize the application for the purchase of three-years of Military/Prior Service Time in the amount of \$83,250 for Police Officer Bradley Clair, through the MERS Defined Benefit Retirement Plan and requesting immediate effect.

- CORPORATION COUNSEL Recommending to approve the request of Mohamed Ali Alabed (C.R. 8-416-23) for a two-month extension of time to commence construction of a single-family home located at 24108 Scott, with a new construction deadline of July 9, 2025, subject to certain stipulations and requesting immediate effect.
- COMMUNITY RELATIONS Requesting authorization to install promotional road signage at eight (8) medians on Wayne County roads located throughout the City to promote the Dearborn Homecoming Festival 2025 and requesting immediate effect.
- 29. COMMUNITY RELATIONS Requesting to authorize the addition of a new fulltime position and title of Deputy Director in the E&A salary plan (grade 310) with a starting Salary in the amount of \$93,217, as approved by the Civil Service Commission and requesting immediate effect.
- 30. MAYOR Requesting to renew the City-wide annual membership with the United States Conference of Mayors for FY2026 in the amount of \$10,402 and requesting immediate effect.
- 31. MAYOR Requesting to renew the City-wide annual membership with the National League of Cities (NLC) in the amount of \$10,288 for the period of June 1, 2025 to June 1, 2026 and requesting immediate effect.
- 32. MAYOR Requesting concurrence in the reappointment of Mike Kaid to the Brownfield Redevelopment Authority for a retroactive term effective July 1, 2023 and ending June 30, 2026 and requesting immediate effect.
- 33. MAYOR Requesting concurrence in the reappointment of Richard Audi to the Brownfield Redevelopment Authority for a retroactive term effective July 1, 2023 and ending June 30, 2026 and requesting immediate effect.
- 34. MAYOR Requesting concurrence in the reappointment of Stephen Kwasnik to the Building Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
- 35. MAYOR Requesting concurrence in the reappointment of Ahmad Moubadder to the Building Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.

- 36. MAYOR Requesting concurrence in the reappointment of Janet Damian to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 37. MAYOR Requesting concurrence in the reappointment of Kimberly Field to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- MAYOR Requesting concurrence in the reappointment of Colleen Johnson to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 39. MAYOR Requesting concurrence in the appointment of Patricia Johnson to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 40. MAYOR Requesting concurrence in the appointment of Mary Ann Lawler to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 41. MAYOR Requesting concurrence in the appointment of Janelle Powers to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 42. MAYOR Requesting concurrence in the appointment of Todd Schebor to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 43. MAYOR Requesting concurrence in the appointment of Rene Ziaja to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
- 44. MAYOR Requesting concurrence in the reappointment of Osama Abdallah to the Demolition Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.

- 45. MAYOR Requesting concurrence in the reappointment of Mark Coleman to the Demolition Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
- 46. MAYOR Requesting concurrence in the reappointment of Mona Alaouie to the Commission on Disability Concerns with a term ending June 30, 2028 and requesting immediate effect.
- 47. MAYOR Requesting concurrence in the reappointment of Amie Kerek to the Dix-Vernor Business District Improvement Authority with a term ending June 30, 2029 and requesting immediate effect.
- 48. MAYOR Requesting concurrence in the reappointment of Machhadie Assi to the Environmental Commission with a term ending June 30, 2028 and requesting immediate effect.
- 49. MAYOR Requesting concurrence in the reappointment of Rene Ziaja to the Environmental Commission with a term ending June 30, 2028 and requesting immediate effect.
- 50. MAYOR Requesting concurrence in the reappointment of Gerilyn Biggs to the Library Commission with a term ending June 30, 2028 and requesting immediate effect.
- 51. MAYOR Requesting concurrence in the reappointment of Rami Abousaleh to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.
- 52. MAYOR Requesting concurrence in the reappointment of Warren Hartley to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.
- 53. MAYOR Requesting concurrence in the reappointment of John Sczomak to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.

- 54. MAYOR Requesting concurrence in the reappointment of Diana Bazzi to the Traffic Commission with a term ending June 30, 2028 and requesting immediate effect.
- 55. MAYOR Requesting concurrence in the reappointment of Afan Bapacker to the Zoning Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
- 56. MAYOR Requesting concurrence in the reappointment of Mona Hammoud to the Zoning Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
- 57. MAYOR Requesting concurrence in the appointment of Hana Shannir to the Commission on Disability Concerns with a term ending June 30, 2028 and requesting immediate effect.
- 58. MAYOR Requesting concurrence in the appointment of Dr. Claudia Walters to the Environmental Commission with a term ending June 30, 2028 and requesting immediate effect.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

WALK ON

59. PURCHASING – Requesting to award a sole source contract to Azteca Systems, Inc. in the amount of \$99,990.79 for Annual Maintenance on Cityworks Software through June 30, 2026; also requesting that the Finance Director be authorized to transfer funding in the amount of \$39,991 from the Innovation and Technology Fund, Project ZT2001, DPW WIFI Improvements account to the Water Fund and to recognize and appropriate the transfer and requesting immediate effect. [2-568 (b) (6) b]

EXECUTIVE SUMMARY



DEARBORN Economic Development

Immediate Effect is Requested

REQUEST: Authorize the Mayor to execute the **51**st Year Community Development Block Grant (CDBG) application and grant agreement with the US Department of Housing and Urban Development and to execute sub-recipient agreements and a contract agreement as identified in the Council Resolution.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION: The City of Dearborn entitlement allocation of \$1,865,278 for the 51st Year (FY 2025-2026) Community Development Block Grant (CDBG) program from the US Department of Housing and Urban Development (HUD). Also \$434,123 of unexpended prior year funds and anticipated \$70,000 from Program Income.

PRIOR COUNCIL ACTION: The 2021-2025 Five Year Consolidated Plan was approved at the City Council at its July 13, 2021, Regular Meeting.

BACKGROUND: The City of Dearborn's 2025-26 Housing and Community Development Annual Action Plan is a document that shall direct the City in its use of U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding. During the report period, the City of Dearborn 51st Year CDBG Entitlement Program in the amount of \$2,369,401 includes a CDBG entitlement allocation of \$1,865,278 and prior year unexpended/unprogrammed funds in the amount of \$434,123 and anticipated CDBG program income of \$70,000.

The City of Dearborn 2025-26 Annual Action Plan proposed CDBG objectives will include the following activities and public services:

CDBG Resources	FY 2025-26		
Entitlement Funds	\$1,865,278.00		
Anticipated Program Income	\$70,000.00		
Unexpended Prior Year Funds	\$434,123.00		
Total Resources Available	\$2,369,401.00		
Projected Use of Funds:			
Administration & Planning	\$256,000.00		
Housing Rehabilitation and Porch/Step Repair Programs	\$255,000.00		
Code Enforcement	\$240,000.00		
Public Facilities & Improvement	\$665,000.00		
Public Services	\$112,000.00		
Special Economic Development	\$771,401.00		
Anticipated Program Income	\$70,000.00		
Total Projected Uses	\$2,369,401.00		

EXECUTIVE SUMMARY



to recognize and appropriate the grant

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

FISCAL IMPACT: The City of Dearborn receives an estimated \$1.8M of federal annual entitlement CDBG funding from the U.S. Department of Housing and Urban Development.

IMPACT TO COMMUNITY:

Improve the condition of existing housing by supporting housing rehabilitation of owner-occupied housing.

Support neighborhood and recreational facilities through park renovations and enhancements.

Maintain, improve, and replace existing public facilities such as libraries and fire stations.

Support health services with the continuation of the Vector pest (rodents) control program.

Increase social service programs for low-and-moderate income residents through the continuation of emergency shelter programs (hotel/motel vouchers) to prevent homelessness, transitional housing, subsidized and senior housing assistance, food assistance, health & amp; mental health, employment & amp; training, legal aid services, education, and programs which address language barriers.

Improve economic development initiatives for local businesses with facade improvement rehabilitation activities.

Increase economic development initiatives by providing technical assistance to small businesses in the form of workshops, assistance in developing business plans, marketing, and referrals to lenders or technical resources.

IMPLEMENTATION TIMELINE: Immediate effect is requested to submit the Community Development Block Grant application and grant agreement to the US Department of Housing and Urban Development and to execute sub-recipient agreements as identified in the Council Resolution.

COMPLIANCE/PERFORMANCE METRICS:

There are three main components to the CPD

Outcome Performance Measurement System:

EXECUTIVE SUMMARY



Objectives: Objectives closely mirror the statutory objectives of each program. The objectives are framed broadly to capture the range of community impacts that occur as a result of program activities.

Outcomes: The program outcome helps further refine the grantee's objective and is designed to capture the nature of the change or the expected result of the objective that a grantee seeks to achieve.

Indicators: There are four common indicators that are relevant for most activities. The system requires the grantee to report on these data elements for nearly all program activities.

- Amount of money leveraged from other Federal, state, local, and private sources, per activity.
- ✓ Number of persons, households, businesses, units or beds assisted, as appropriate.
- ✓ Income levels of persons or households by: 30 percent, 50 percent or 80 percent of area median income.
- ✓ For CDBG activities that benefit an area, the data reported for that activity will need to show the total number of persons served and the percentage of LMI individuals served. Race, ethnicity, and disability data for activities that currently report these data elements.

ECONOMIC DEVELOPMENT DEPARTMENT





TO:	City Council
FROM:	Jordan Twardy, Economic Development Director
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	2025-26 Community Development Block Grant Application
DATE:	June 10, 2025

The attached proposed Council Resolution will authorize the Mayor to execute the 51st Year Community Development Block Grant (CDBG) application and grant agreement with the US Department of Housing and Urban Development and to execute sub-recipient agreements and a contract agreement as identified in the Council Resolution.

In addition, the Finance Director be authorized to recognize and appropriate the grant award and the estimated program income and to receive, direct and dispense those award funds within the Community Development Fund (283) or other funds as supported through the annual schedule of supported resources which could include the General Fund (101), Local Street Fund (203), Library Fund (271), Water Fund (591), Facilities Fund (634), or Fleet Replacement Fund (668). Immediate effect is requested.

CDBG Resources:	FY 2025-26
Entitlement Funds	\$1,865,278.00
Anticipated Program Income	\$70,000.00
Unexpended Prior Year Funds	\$434,123.00
Total Resources Available	\$2,369,401.00
Projected Use of Funds:	FY 2025-26
Administration & Planning	\$256,000.00
Housing Rehabilitation and Porch/Step Repair Programs	\$255,000.00
Code Enforcement	\$240,000.00
Public Facilities & Improvement	\$665,000.00
Public Services	\$112,000.00
Special Economic Development	\$771,401.00
Anticipated Program Income	\$70,000.00
Total Projected Uses	\$2,369,401.00

Immediate effect is requested.

Respectfully Submitted,

466A843C..

Jordan Twardy Economic Development Director

Approved:

DocuSigned by: Jeremy Romer ______E7A573BA25E3460...

Jeremy Romer Corporation Counsel

DocuSigned by: Michael kennedy F77919D1421447F...

Michael Kennedy Finance Director

COUNCIL RESOLUTION

WHEREAS: The City of Dearborn anticipates an entitlement allocation of \$1,865,278 for the 51st Year (FY 2024-25) Community Development Block Grant (CDBG) program from the US Department of Housing and Urban Development (HUD). And,

WHEREAS: The City will also be programming \$70,000 (contingencies) of anticipated program income. And,

WHEREAS: The City of Dearborn will reprogram \$434,123 in unexpended/unprogrammed CDBG funds towards Special Economic Projects. Therefore, be it

RESOLVED: That the Mayor is hereby authorized to execute an application and grant agreement in the amount of \$2,369,401. The agreement includes \$1,865,278 in entitlement funds, \$434,123 of unexpended/unprogrammed CDBG funds towards Special Economic Projects, and an estimated \$70,000 in program income for the 51st Year Community Development Block Grant Program to support eligible projects, programs, and activities. Be it further

RESOLVED: That the Mayor be and is hereby authorized to execute the contract between the City of Dearborn and the Fair Housing Center of Metropolitan Detroit (FHCMD). Be it further

RESOLVED: That prior period funding for the Home Rehabilitation Program (project Z51200) that is unexpended at June 30, 2025, shall roll forward to the 51th Year Home Rehabilitation budget. Be it further

RESOLVED: That the Economic Development Department is hereby authorized to administer the program in accordance with program regulations. Be it further

RESOLVED: That immediate effect is authorized.



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. This amendment concerns the lease of 650 sq ft of the West Dearborn Pocket Park, directly adjacent to the business at 22062 Michigan Ave, for use as an outdoor seating area for its patrons.

Under this amendment, the lease term will be extended for five (5) years, starting June 1, 2025, and ending May 31, 2030. The lease rate is based on a standard rate of \$2.10/sq ft for public spaces in the West Downtown commercial corridor, and it now includes an annual 5% rounded inflationary factor.

The base rates for this lease extension are as follows:

- June 1, 2025 May 31, 2026: \$1,705.57
- June 1, 2026 May 31, 2027: \$1,790.85
- June 1, 2027 May 31, 2028: \$1,880.40
- June 1, 2028 May 31, 2029: \$1,974.42
- June 1, 2029 May 31, 2030: \$2,073.14

Additionally, an administrative fee of \$300 per year will be applied.

The lease agreement will require Flex Holdings, LLC to indemnify and hold the City harmless from any claims or liabilities. The business must also provide proof of insurance naming the City as an additional insured.

PRIOR COUNCIL ACTION:

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



BACKGROUND:

Communities often design flexible downtown spaces, including parklets and outdoor dining areas, to create vibrant environments and foster local business growth. The West Downtown Development Authority (WDDDA) and the Economic Development Department actively support businesses seeking outdoor dining opportunities, aligning with the Downtown Dearborn Vision Plan.

Flex Holdings, LLC has requested a lease renewal for the 650 sq ft outdoor space at the West Dearborn Pocket Park (22054 Michigan Ave) to continue offering outdoor dining. Per the lease agreement, the tenant is solely responsible for maintaining the leased area and outdoor seating installations at their own expense.

City Council also previously approved Lease Amendment 1, allowing for the installation of an awning. This approval was contingent on obtaining all necessary permits and approvals and ensuring the leased area remained open to the general public, indicated by a sign.

This new lease agreement will be for **five (5) years**, with the tenant having the option to extend the term by one additional five-year period if certain conditions (outlined in the lease) are met. The agreement also includes provisions for the business to indemnify and hold the City harmless from any claims or liabilities, and to provide evidence of insurance naming the City as an additional insured.

FISCAL IMPACT:

The first Base Rent payment is due on the Lease Commencement Date. The base rates during this Lease extension are as follows:

- June 1, 2025 May 31, 2026: \$1,705.57
- June 1, 2026 May 31, 2027: \$1,790.85
- June 1, 2027 May 31, 2028: \$1,880.40
- June 1, 2028 May 31, 2029: \$1,974.42
- June 1, 2029 May 31, 2030: \$2,073.14

The administrative fee will be \$300 per year.



COMMUNITY IMPACT:

Increased outdoor dining opportunities contribute to vibrant neighborhoods and enhance the commercial viability of businesses in the corridor. The lease also includes a provision ensuring the leased area remains accessible 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.



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

The Economic Development Department requests City Council authorization for a **second amendment to the lease agreement with Flex Holdings, LLC**. This amendment pertains to the lease of **650 sq ft** of the West Dearborn Pocket Park, located directly next to the business at 22062 Michigan Ave, for use as an **outdoor seating area** for their patrons.

Under this amendment, the lease term will be extended for **five (5) years**, commencing on **June 1, 2025**, **and ending on May 31, 2030**. The lease rate is based on a standard rate of **\$2.10/sq ft** for public spaces in the West Downtown commercial corridor, and it now includes an **annual 5% rounded inflationary factor**. An additional **\$300 per year administrative fee** will also be applied. The first payment for both the base rate and administrative fee is due on June 1, 2025.

Flex Holdings, LLC will sign a lease agreement containing provisions that require the business to **indemnify and hold the City harmless** for any claims or liabilities. The business must also provide evidence of insurance that **names the City as an additional insured**.



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.

Background and Justification

Communities are increasingly designing flexible downtown spaces, such as parklets and outdoor dining areas, to create vibrant environments and boost local businesses. The West Downtown Development Authority (WDDDA) and the Economic Development Department are committed to supporting businesses' requests for outdoor dining opportunities, as this aligns 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 with Flex Holdings, LLC, owner of the building at 22062 Michigan Avenue, for 650 sq ft of the 6,640 sq ft West Downtown Pocket Park (a map is attached). This was a five-year lease, set to expire on May 31, 2025, with provisions for two additional five-year renewals.

Flex Holdings, LLC has requested this second amendment to continue providing outdoor dining options to their patrons in the 650 sq ft outdoor space at the West Dearborn Pocket Park (22054 Michigan Ave). This lease extension will be for five (5) years, with the tenant having the option to extend for one additional five-year period if certain conditions (outlined in the lease) are met.

As part of this amendment, the lease term will run from June 1, 2025, to May 31, 2030. The lease rate is based on a standard rate of \$2.10/sq ft for public spaces, with an annual 5% rounded inflationary factor. A \$300 per year administrative fee will also be included.

The lease agreement stipulates that the tenant is solely responsible for maintaining the leased area and outdoor seating installations at their own cost. This area must remain open to the general public at all times, and the tenant is required to maintain the leased area in a first-class, clean, safe, and well-maintained condition. Furthermore, the agreement includes provisions requiring the business to indemnify and hold the City harmless from any claims or liabilities, and to provide proof of insurance naming the City as an additional insured.







Signature Page

Prepared By:

Department Approval:

DocuSigned by: awa Aceves-Sanchez D4E839D504AA420

Laura Aceves-Sanchez, Program Manager

ocuSigned by: 466A843C

Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

DocuSigned by: Jeremy Romer E7A573BA25E3460.

Jeremy J Romer, Corporation Counsel

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

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

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

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

- 1. The Lease Term shall be extended five (5) years, commencing on June 1, 2025 and ending on May 31, 2030.
- 2. The Base Rate during this Lease extension shall be as follows:

6/1/2025-5/31/2026	\$1,705.57
6/1/2026-5/31/2027	\$1,790.85
6/1/2027-5/31/2028	\$1,880.40
6/1/2028-5/31/2029	\$1,974.42
6/1/2029-5/31/2030	\$2,073.14

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. The Administrative Fee shall be Three Hundred Dollars (\$300.00) per year. The first Administrative Fee payment is due on June 1, 2025. Thereafter, Tenant shall pay the Administrative Fee annually by ACH, on the anniversary date of the Lease Commencement Date.
- 4. 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.

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 <u>day of</u>, 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:

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CEN	RTIFICATE OF LIAI			—	03	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 A If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the	terms and conditions of the pol	licy, certain policies	DITIONAL IN may require	SURED provisions or be an endorsement. A stat) endor ement (sed. on	
PRODUCER		CONTACT Vicky Kan	akula				
Allied Insurance Managers Inc.		PRONE (248) 8	53-0930	PAX (A/C, No):	(248) (853-1512	
1055 South Blvd. East Suite #110		E-MAIL ADDRESS: VKerkaula	@alliedinsmgr	.com			
Rochester Hills	M1 48307					NAIC #	
(NSURED		INSURER A: ACCIETEN					
Flex Holdings 602 LLC, Afor Concept	ts LLC	INSURER C :					
1165 Monroe St.		INSURER D :					
B		INSURER E :					
COVERAGES CERTIFIC	MI 48124 CATE NUMBER: 25/26 Flox Hot	INSURER F :					
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The City of Dearborn, Michigan, its elected officials, c	officers, employees, boards, commis	sions, authorities, volu	ntary associati	ions, and any other units			
operating under the jurisdiction of the City and within required by contract and said coverage shall be cons	appointment of its operating bucgut addred to be the primary coverage r	ather than any policies	earborn are mand insurance	anos co-accinone: mourou-u) at self (pression) or retention	<u>G</u> =		
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		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.							
16901 MICHIGAN AVE STE 7 AUTHORIZED REPRESENTATIVE							
DEARBORN	MI 48126		<u>NI</u>	un Be			

ACORD 25 (2016/03)

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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 <u>Exhibit A</u> ("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 22062 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. <u>LEASE</u>. 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 <u>Exhibit B</u> ("Leased Area"), based upon the terms and conditions set forth in this Lease.

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

3. <u>TERM</u>. 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. <u>BASE RENT</u>. 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. <u>ADMINISTRATIVE FEE.</u> 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 OO/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. <u>REPAIR AND MAINTENANCE</u>. 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. <u>TAXES</u>. 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. <u>PUBLIC USE</u>. 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. <u>ASSIGNEMNT OF LEASE</u>. 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. <u>INSURANCE</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>ADDITIONAL COVENANTS OF TENANT</u>. 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. <u>COVENANTS OF THE LANDLORD</u>. 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:
 - 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;
 - 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;
 - 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 25400_Michigan, Suite 501 Dearborn, MI 48124 Attn.: Sam Abbas

1165 Manroe 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 form 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.

APPRO VED: D/ OURPORATION COUNSEL

CITY OF DEARBORN Landlord BY: JOHN B. O'REILLY, JR: Mayor, City of Dearborn As authorized by CR 6-196-20

STATE OF MICHIGAN)) ss COUNTY OF WAYNE)

On the 26th 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 6-196-20, and said JOHN B. O'REILLY, JR. acknowledged said instrument to be the free act and deed of the City of Dearborn.

DAVID J. NORWOOD NOTARY PUBLIC, STATE OF MI COUNTY OF WAYNE MY COMMISSION EXPIRES DEC 19, 2020 ACTING IN COUNTY OF UP 9 NE

DAVID J. Nor www

Notary Public, Wayne County, MI My Commission expires: 12 19/2020

FLEX HOLDINGS, LLC Tenant

BY: Sam Abbas Its President

STATE OF MICHIGAN)) ss COUNTY OF WAYNE)

On the 18th day of ______, 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.

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DANIELLE FARAJ Notary Public, State of Michigan County of Wayne My Commission Expires 112 25 Acting in the County of Mayne

Notary Public, Wayne County, MM My Commission expires:

EXHIBIT A

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W 40 ft of Lot 16 Detroit Arsenal Grounds Dearborn

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



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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 24

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. 3/23/15 - 3/22/20Term: 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 <u>Exhibit A</u>) 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 <u>Exhibit B</u>).

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' As authorized by CR: 2-87-2

STATE OF MICHIGAN)) SS. COUNTY OF WAYNE)

On the <u>Charled</u>, 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 WAWE

DAVID J. NORNIUD

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 <u>March</u>, 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 1118 25 Acting in the County of Lucium.

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 48126, and Flex Holdings, LLC, a Michigan limited liability company ("Tenant") whose address is 24530 Ford Rd., Dearborn Hgts., MI 48127.

Background

A. Landicrd 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 cwns e building and restaurant business located at 22062 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 <u>Exhibit B</u> ("Leased Area"), based upon the terms and conditions set forth in this Lease.

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

3. <u>TERM</u>. 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. <u>BASE RENT</u>. 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. <u>ADMINISTRATIVE FEE.</u> 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 CO/100 DOLLARS (\$100.00) shall be assessed automatically by Landiord upon any payment in default, to compensate Landiord for the cost and inconvenience associated with such late payment.

6. <u>REPAIR AND MAINTENANCE</u>. 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. <u>TAXES</u>. 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 fien, 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. <u>PUBLIC USE</u>. 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. <u>ASSIGNEMNT OF LEASE</u>. 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. <u>INSURANCE</u>. 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. <u>INDEMNIFICATION</u>. 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. <u>ADDITIONAL COVENANTS OF TENANT</u>. 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. <u>COVENANTS OF THE LANDLORD</u>. 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:
 - 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;
 - default in the performance of any of the conditions, terms, provision, and covenants of any other term or condition of this Lease and fall 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 Landiord 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 Landiord 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 Landord 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 29400 Michigan, Suite 501 1165 Marroe St Suite 200 Dearborn, MI 48124 Ocorborn, MJ 48124 Attn.: Sam Abbas

- 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.
- 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 deam 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 Landiord hereunder which is not paid when due shall bear interest at the highest legal rate form 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.

APPR n D: DAT/: RPORATION COUNSEL

CITY OF DEARBORN Landford

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

STATE OF MICHIGAN)) 88

COUNTY OF WAYNE

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 6-196-20, and said JOHN B. O'REILLY, JR. acknowledged said instrument to be the free act and deed of the City of Dearborn.

DAVID J. NORWCOD HOTARY PUBLIC, STATE OF M COUNTY OF WAYNE MY CORENSSION EXPIRES Doc 19, 2020 AOTESS IN COURTY OF

Notary Public, Wayne County, MI My Commission expires:

FLEX HOLDINGS, LLC Tenant

BY: Sam Abbas Its President

STATE OF MICHIGAN)) S COUNTY OF WAYNE)

On the <u>initial</u> day of <u>constant</u>, 2020, before me appeared SAM ABBAS, to me personally known who, being swom 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

Sand a Carlor

Notary Public, Wayne County, M: My Commission expires: •

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EXHIBIT A

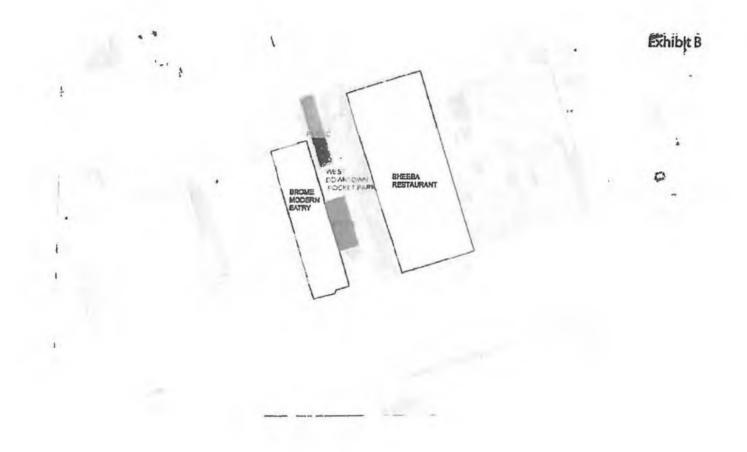
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W 40 ft of Lot 16 Detroit Arsenal Grounds Dearborn

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

4



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 sg. 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 24

It is recommended that the lease WHEREAS: 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 - 3/22/20Admin. 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 7/1/20 - 6/30/25 Term: 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 or 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 is 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: Bazzy (1).



REQUEST: Zoning Language Amendment: Short Term Rentals – Amending Articles 1.00, 4.00 7.00, 11.00, 12.00, 17.00, & 27.00.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION:

- Short-term rental companies are a growing commercial enterprise that have directly impacted residential neighborhoods in cities like Dearborn. This has resulted in the need to create specific regulations for short-term rentals to identify where they can be located and reduce negative externalities associated with their operations.
- Under the proposed ordinance, short-term rentals will only be permitted in specific areas within the East and West Downtowns. They will be prohibited from operating within Dearborn's single-family residential neighborhoods.
- The Planning Commission recommended approval at the May 12th, 2025 meeting.
- The Planning & Zoning Division recommended approval to the Planning Commission.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

There are also proposed modifications to the Code of Ordinances that is a companion piece to this item.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

The proposed ordinance ensures Dearborn's residential neighborhoods remain residential in nature and not for commercial businesses. The proposed ordinance also safeguards Dearborn's housing stock for residents including long-term renters.

IMPLEMENTATION TIMELINE:

Requires two readings by City Council.

COMPLIANCE/PERFORMANCE METRICS: N/A



TO:	City Council
FROM:	Planning Commission
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Zoning Language Amendment: Short Term Rentals
DATE:	June 5 th , 2025 (COW)

Background:

Short-term rental companies such as Airbnb & VRBO have been rising in popularity over the past decade. This new commercial enterprise has created the need for cities to develop regulations to reduce negative externalities associated with their operations. Examples of negative externalities from short-term rentals typically include: contributing to housing shortages and high housing costs, introducing nuisances into residential neighborhoods, and shifting patrons away from hotels that are often located in more appropriate places for visitors.

The short-term rental ordinance is comprised of two pieces: modifications to the Zoning Ordinance and modifications to the Code of Ordinances. The changes to the Zoning Ordinance will create the land use standards, while the Code of Ordinance changes will create the registration and continuous compliance process.

The proposed ordinance amendments were drafted with the following objectives in mind:

- Ensuring Dearborn's residential neighborhoods remain residential in nature and not for commercial businesses.
- o Reducing common nuisances that come along with this type of use.
- o Requiring short-term rentals to register with the city and meet certain safety standards.
- Safeguarding our existing housing stock for residents including long-term renters.
- Allowing short-term rentals to operate in areas that will help support greater land use objectives that the city has.

Summary of Changes

- Clearly differentiate between short-term rentals and other types of residential rentals.
 - Short-term rentals will be defined as a rental of a dwelling or dwelling unit, either wholly or partly, for compensation for periods of 30 consecutive days or less.
- Short- term rentals will only be permitted in the East and West Downtowns. Maps of both of these districts can be found in the attached memo exhibits.
 - In the East Downtown they will only be permitted in the specific zoning districts that allow multiple-family uses (such as BA- Local Business District, BB-Community Business District, etc.)



ECONOMIC DEVELOPMENT EXECUTIVE SUMMARY AND MEMORANDUM

- In the West Downtown they will be permitted in all of the frontages with the exception of the Mixed Residential frontage. The Mixed Residential frontage includes primarily single-family uses. Prohibiting short-term rentals within this area in consistent with the intent of ensuring Dearborn's residential neighborhoods remain residential.
- Only one short-term rental unit will be permitted per parcel or per condominium unit. Additional short-term rental units may be permitted via Special Land Use approval.
 - This will ensure that there will not be a concentration of short-term rentals in one location without a more comprehensive review.
- Amend the ordinance to allow hotels/motels subject to Special Land Use approval in the West Downtown District. Currently, they are permitted by right. This is consistent with our intent to regulate this type of use more closely.
- Clean up other regulations within the code such as eliminating Bed & Breakfasts and eliminating duplicative parking requirements.

Recommendation:

After due consideration and a public hearing on May 12th, 2025 the following recommendation was made by the Planning Commission:

A motion was made by Commissioner Phillips, supported by Commissioner Abdallah to recommend approval of the ordinance amendment for Articles 1.00, 4.00, 7.00, 11.00, 12.00, 17.00, & 27.00. Upon roll call the following vote was taken: Ayes: (8) (Commissioners Abdallah, Abdulla, Easterly, Fadlallah, Kadouh, Mohamed, Phillips, and Saymuah). Absent: (1) (Commissioner King). The motion was adopted.

Signature Page

Prepared by:

Kailsigh Bianchini

KAILEIGH BIANCHINI, AICP Planning and Zoning Manager

Approved:

JORDAN TWARDY Economic Development Director

Jeremy Romer JEREMY ROMER Corporation Counsel

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 Articles 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.

Bed-and-Breakfast. A single family dwelling which is owner occupied in which the overnight accommodations are provided or offered for transient guests for compensation, often including provisions for a morning meal for overnight guests

Short-Term Rental or Short-Term Rental Unit (STR). The rental of a dwelling or dwelling unit, either wholly or partly, for compensation for periods of 30 consecutive days or less, by persons other than the permanent resident or owner, and when the permanent resident or owner has obtained a Short-term Rental Permit issued by the Director or their designee.

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 - OFF-STREET PARKING AND LOADING REQUIREMENTS:

Sec. 4.01. – Off-street parking requirements.

Land Use	Required No.	Per Each Unit of Measure		
	of Parking Spaces	as Follows		
Hotel, Motel, or Other	1.0	Occupancy Unit, PLUS		
Lodging	1.0	Employee		
In addition, spaces shall be provided as required for restaurants, bars, assembly rooms, and				
	other affiliated uses.			
Motels, Hotels, Public	1.0	Guest Room, PLUS		
Lodging House				
	1.0	Employee		
In addition, additional spaces shall be provided as required for restaurant facilities, meeting,				
and similar uses.				

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. 7.03. – Site development standards for residential uses.

- F. Short Term Rentals. The following regulations shall apply to Short Term Rentals:
 - 1. **Number of rental units.** One short-term rental unit is permitted per parcel or condominium site. Additional short-term rental units may be permitted subject to the Special Land Use process and standards outlined in Sec. 32.03.
 - 2. **Required parking**. Two off-street parking spaces is required per each dwelling unit.
 - 3. **Registration.** Short- term rentals must be registered with the City of Dearborn and must remain compliant with all local and state laws including those outlined in Chapter 11 of the Code of Ordinances.

ORDINANCE NO. xx-xx AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DEARBORN BY AMENDING ARTICLE 11.00, ENTITLED "RP- RESIDENTIAL PRESERVATION DISTRICT"

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 11.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 11.00 - R-P, RESIDENTIAL PRESERVATION DISTRICT:

Sec. 11.02. – Permitted uses and structures.

A. **Principal uses and structures.** In all areas zoned R-P, 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 or more of the following principal permitted uses:

- 1. Office of civic, professional, religious or charitable organizations.
- 2. Office of an accountant, architect, artist, attorney, doctor or dentist.
- 3. An insurance agency.
- 4. A real estate office.
- 5. A public park or playground.
- 6. Any other use that, according to the city planner, is similar to the above.
- 7. Low-impact retail that would be harmonious with and support the neighborhood.

8. A bed and breakfast.

- 8. 9. Family day care homes.
- 9. 10. Residential uses as permitted in residential districts.

ORDINANCE NO. xx-xx AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DEARBORN BY AMENDING ARTICLE 12.00, ENTITLED "R-C, R-D, AND R-E MULTIPLE FAMILY RESIDENTIAL DISTRICTS"

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 12.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 12.00 - R-C, R-D, AND R-E MULTIPLE FAMILY RESIDENTIAL DISTRICTS:

Sec. 12.02. - Permitted uses and structures.

A. Principal uses and structures. In all areas zoned R-C, R-D, and R-E Multiple Family Residential Districts, 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. Single-family attached dwellings or townhouses, as defined in <u>Article 1.00</u>.
- 2. Multiple-family dwellings, including apartments, terrace apartments, and row houses.
- 3. Two-family dwellings.

4. Private parks and community buildings owned and maintained by a homeowner association or the proprietor of a housing project.

5. State licensed residential facilities which provide resident services for six (6) or fewer persons, such as family day care homes, adult foster care family homes, foster family homes, or foster family group homes, subject to the regulations of Michigan Public Act 116 of 1973, as amended.

6. Public and private museums.

7. Uses and structures accessory to the above, subject to the provisions in Section 2.03, except for the provisions of Sections 2.03C.5. and D.3. including, but not necessary limited to, the following:

- (a) Private swimming pools for the exclusive use of residents and their guests.
- (b) Private garages, carports, community garages, or parking lots.

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 <u>Article 32.00</u>.

1. Single-family detached dwellings, subject to the area, height, bulk, and placement requirements for single-family dwellings in the R-A and R-B One Family Residential Districts, Article 10.00.

2. Multiple-family housing for the elderly, subject to the provisions in Section 7.03(A).

- 3. Bed and breakfast operations. A use which is subordinate to the principal use as a single-family dwelling unit which is owner occupied and a use in which transient guests are provided a sleeping room and breakfast in return for payment. The use shall conform to the following conditions:

(a) Not more than twenty-five percent (25%) of the total floor area of the dwelling unit shall be used for sleeping rooms.

(b) There shall be not more than eight (8) sleeping rooms, including sleeping rooms occupied by the owner, one (1) or more of which are available for rent to transient tenants.

(c) There shall be no separate cooking facilities used by the transient guests.

(d) Name plates identifying the use shall not exceed twenty-four (24) inches × twentyfour (24) inches in size, shall be permanently affixed to the dwelling, and shall be made of polished hardwood or brass and contain the name and/or address identifying the bed and breakfast.

(e) No Certificate of Occupancy shall be issued for the use to a dwelling unit located on a parcel of property within two hundred (200) feet, measured from centerline to centerline of an existing bed and breakfast operation.

3. 4. Nursing homes or convalescent homes, subject to the provisions in Section 7.02(M).

4. 5. Group day care homes and child-care centers, subject to the provisions in Section <u>7.02</u>G.

5. 6. Private noncommercial recreational facilities, such as a community center for the housing project.

6. 7. Child care organizations which provide resident and child caring services for thirty (30) or fewer children, subject to the regulations of Michigan Public Act 116 of 1973, as amended.

ORDINANCE NO. xx-xx AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DEARBORN BY AMENDING ARTICLE 17.00, ENTITLED "B-D, DOWNTOWN BUSINESS DISTRICT"

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 17.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 17.00 - B-D, DOWNTOWN BUSINESS DISTRICT:

Sec. 17.02. - Permitted uses and structures.

A. Principal uses and structures. In all areas designated as within the B-D, Downtown Business Districts, no building shall be erected, used, or structurally altered, nor shall land or premises be used in whole or in part, except for one (1) or more principal permitted uses in a B-A, Local Business District; B-B, Community Business District; and B-C, General Business District; O-S, Business Office District; and R-C, R-D, and R-E, Multiple Family Residential Districts.

B. Special Land Uses. In all areas designated as within the B-D, Downtown Business Districts, Special Land Uses may be permitted as specified in the B-A, Local Business District; B-B, Community Business District; B-C, General Business District and O-S, Business Office District, 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.

C. Short Term Rentals. Within the BD, Downtown Business District, Short Term Rentals, as defined in Section 1.03, may be permitted in zoning districts where multiple-family dwellings are permitted subject to the same standards and review process for multiple-family dwellings. Additional standards specific to short term rentals may be found in Sec. 7.03 F and Chapter 11 of the Code of Ordinances.

ORDINANCE NO. xx-xx AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DEARBORN BY AMENDING ARTICLE 27.00, ENTITLED "WEST DOWNTOWN DISTRICT"

THE CITY OF DEARBORN ORDAINS TO:

Amend Article 27.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 27.00 - WEST DOWNTOWN DISTRICT:

Sec. 27.05. – Permitted uses and structures.

P = Permitted Use S = Special Land Use	Urban General		Urban General - Storefront		Urban Mixed-Use		Mixed Residential
	Ground Floor	Upper Story	Ground Floor	Upper Story	Ground Floor	Upper Story	All Stories
Non-Residential							
Lodging	₽S	₽S	₽ ² S ²	₽S			
Short-Term Rentals 7	Р	Ρ	P ²	Р	Р	Р	

Footnotes

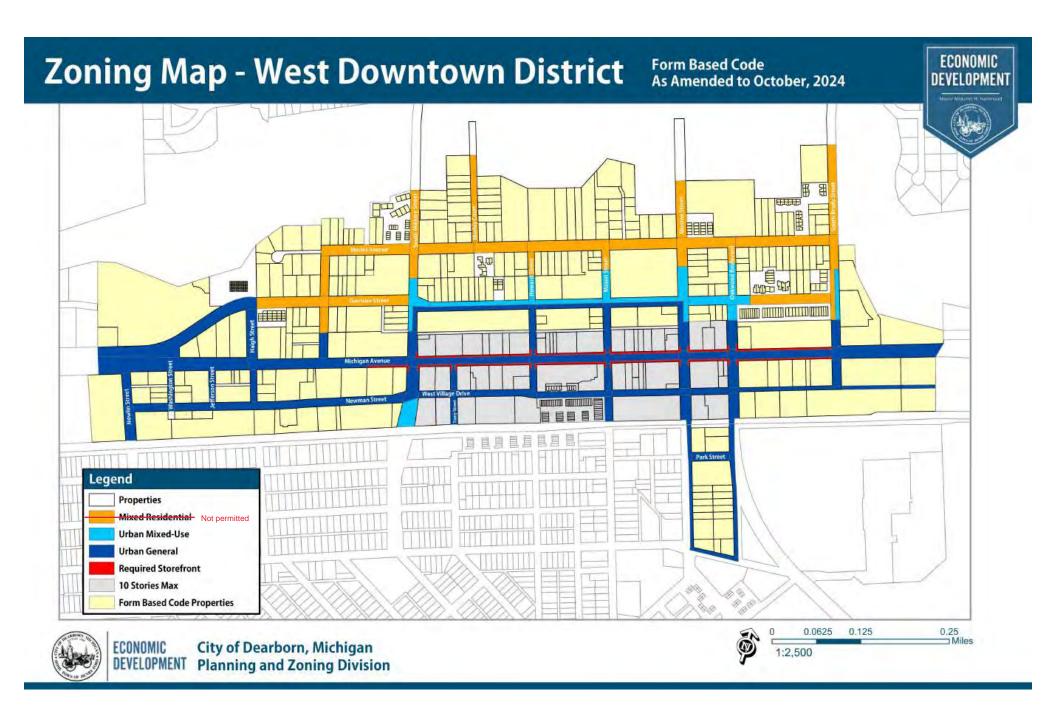
² Only support functions such as lobbies, rental offices, and club rooms may be located on the first floor.

⁷ Refer to Sec. 7.03 F and Chapter 11 of the Code of Ordinances for additional regulations.

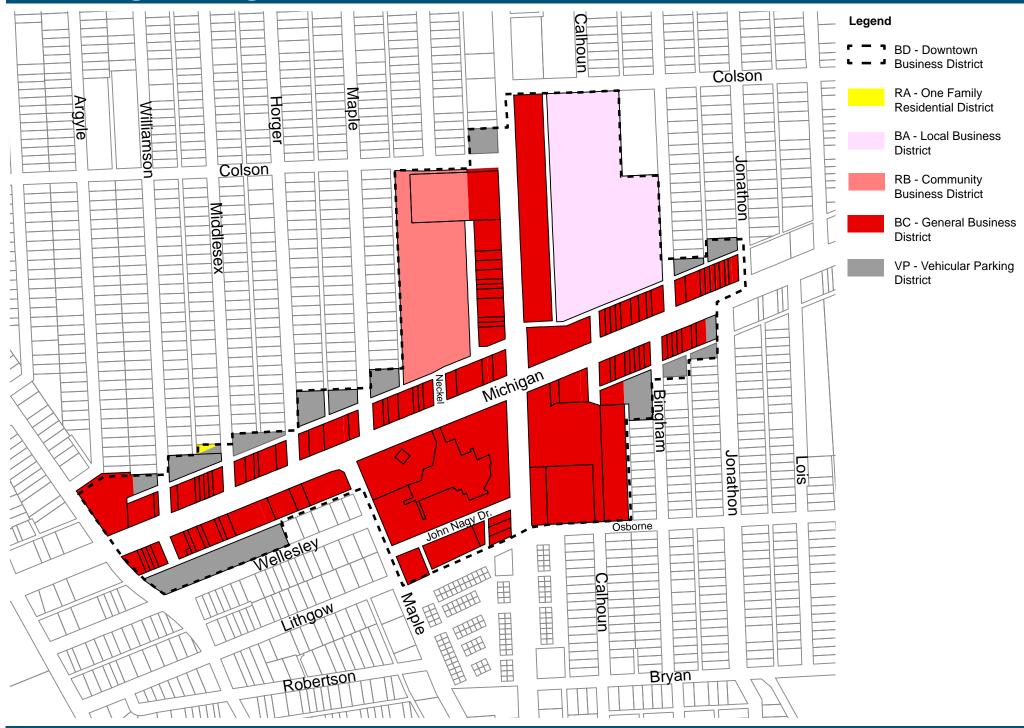
Sec. 27.08. – Definitions.

Lodging. A building or part of a building, with a common entrance or entrances, in which the dwelling units or rooming units are used primarily for transient occupancy, and/or in which one or more of the following services are offered: maid service, furnishing of linen, telephone, secretarial or desk service, and bellboy service.

Short-Term Rental or Short-Term Rental Unit (STR). The rental of a dwelling or dwelling unit, either wholly or partly, for compensation for periods of 30 consecutive days or less, by persons other than the permanent resident or owner, when the permanent resident or owner has obtained a Short-term Rental Permit issued by the Director or their designee.



Docusign Envelope ID: ED00520F-D0FE-4A98-A748-EE448F4AB834 EXISTING ZONING - BD District





Immediate Effect Requested

REQUEST: Approval of purchase for Health & Wellness Assessment Educational courses

DEPARTMENT: Fire Department, In conjunction with Purchasing

BRIEF DESCRIPTION: The Fire Department requests approval to purchase three O2x health and wellness assessment and educational courses for the members of the Dearborn Fire Department in the amount of \$60,000. This course is funded through the FY23 FEMA Assistance to Firefighters Grant (EMW-2023-FG-00685) previously accepted by City Council. The O2x course provides health assessments to each of our firefighters and includes education on topics such as injury risk reduction, nutrition fueling for best performance, physical conditioning programs and sleep and fatigue management. This course is part of our comprehensive health and wellness program and is focuses on elevating a culture of health and wellness, improving mental and physical wellbeing, supporting healthy lifestyles and reducing healthcare costs.

PRIOR COUNCIL ACTION: CR 9-463-24 Approval of the FY2023 Assistance to Firefighter Grants for \$877,961

BACKGROUND: This course is another step in the evolution of the Dearborn Fire Department Health and Wellness program. As we know firefighters are at a greater risk of injury and illness due to the demands and exposures of their job. The O2x course provides health assessments to each of our firefighters and includes education on topics such as injury risk reduction, nutrition fueling for best performance, physical conditioning programs and sleep and fatigue management. This course is part of our comprehensive health and wellness program and is focuses on elevating a culture of health and wellness, improving mental and physical wellbeing, supporting healthy lifestyles and reducing healthcare costs. These courses are funded through Department's FY2023 FEMA Assistance to Firefighters Grant.

FISCAL IMPACT: \$60,000- Paid through funds previously accepted and allocated by City Council from the FY2023 Assistance to Firefighters Grant (EMW-2023-FG-000685)

COMMUNITY IMPACT: Firefighters can best serve the community when they are healthy and injury free. Healthier and injury free firefighters also reduce healthcare costs borne by the City.

IMPLEMENTATION TIMELINE: Immediately upon council approval.

COMPLIANCE/PERFORMANCE METRICS: The Fire Department's Health and Wellness Coordinator will monitor the effectiveness of the class and compare against trend data from previous years injury and sick time usage.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	City Administration
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Approval of purchase for Health & Wellness Assessment Educational courses
DATE:	May 23, 2025

Budget Information	
Adopted Budget:	\$35,000
Amended Budget:	\$25,000
Requested Amount:	\$60,000
Funding Source:	Fire, Fire Fighting Health Services, Health Professional Fees
Supplemental Budget:	Assistance to Fire Grant 00685 \$877,961

Summary of Request

The Fire Department, in conjunction with Purchasing, recommends the Purchase of Health & wellness Assessment Educational Courses (3) for the Fire Department.

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

Background and Justification

This course is another step in the evolution of the Dearborn Fire Department Health and Wellness program. As we know firefighters are at a greater risk of injury and illness due to the demands and exposures of their job. The O2x course provides health assessments to each of our firefighters and includes education on topics such as injury risk reduction, nutrition fueling for best performance, physical conditioning programs and sleep and fatigue management. This course is part of our comprehensive health and wellness program and is focuses on elevating a culture of health and wellness, improving mental and physical wellbeing, supporting healthy lifestyles and reducing healthcare costs. These courses are funded through Department's FY2023 FEMA Assistance to Firefighters Grant.

Process

This procurement is in accordance with Section 2-568 (b) (6) J, Professional Services Procurement, of the Purchasing Ordinance.



-Initial

lS

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department Approval:

-DocuSigned by: Joseph Murray

Joseph Murray, Fire Chief

Budget Approval:

DocuSigned by: Michael Kennedy

Michael Kennedy, Treasurer & Finance Director

Corporation Counsel Approval:

DocuSigned by: Jeremy Romer

eremy Romer

Jeremy J. Romer, Corporation Counsel



REQUEST: Amend Chapter 14, Sec. 14-7 of the City's Code of Ordinances to remove reference to Bed & Breakfasts, and replace it with Short-Term Rental.*

*Companion piece with Short-Term Rental Ordinance amendments

DEPARTMENT: Law

BRIEF DESCRIPTION: The proposed amendment removes reference to bed & breakfasts in Sec. 14-7, and replaces it with short-term rental. Sec. 14-7 prohibits certain behavior in hotels (and proposed in short-term rentals), including but not limited to:

- 1. Use or possession of controlled substances and alcohol in violation of the Code of Ordinances; and
- 2. Damaging the room

PRIOR COUNCIL ACTION: Adoption of Sec. 14-7

BACKGROUND: Sec. 14-7 must be amended to remove reference to bed & breakfasts, which are being removed from the Code as part of companion ordinance amendments related to short-term rentals.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: N/A

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings before adoption.

COMPLIANCE/PERFORMANCE METRICS: N/A



TO:	City Council
FROM:	Corporation Counsel
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Amending Ord. Sec. 14-7 to replace reference to Bed & Breakfasts with Short-Term Rentals
DATE:	May 27, 2025

The proposed amendment removes reference to bed & breakfasts in Sec. 14-7, and replaces it with short-term rental. Sec. 14-7 prohibits criminalizes certain behaviors in hotels and bed & breakfasts, including but not limited to the use of controlled substances and alcohol in violation of the Code of Ordinances. The Ordinance also requires the owner or operator of the hotel or bed & breakfast to post a copy of the ordinance on the property.

A companion ordinance amendment is removing all references to bed & breakfasts from the code, and replacing them with short-term rentals. This is a companion amendment to those changes.

Respectfully submitted,

Bradley Mendelsolun BRADLEY J. MENDELSOHN Deputy Corporation Counsel

Jeremy Romer JEREMY J. ROMER Corporation Counsel

ATTACHMENT

ORDINANCE NO. 25 - _____

AN ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF DEARBORN, TITLED "OFFENSES", BY AMENDING SECTION 14-7, TITLED "PROHIBITED ACTS IN HOTEL OR BED AND BREAKFAST."

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 14 of the Code of Ordinances of the City of Dearborn by amending Sec. 14-7 to read as follows:

Sec. 14-7. - Prohibited acts in hotel or bed and breakfast-short-term rental.

(a) An individual or group that does one or more of the following on the premises or property of a hotel or bed and breakfast short-term rental, or an individual or group that rents or leases a hotel room or bed and breakfast short-term rental room with reason to know that another individual or group will do one or more of the following on the premises or property of a hotel or bed and breakfast, is guilty of a misdemeanor, punishable by imprisonment for not more than 90 days, community service, or by a fine of not more than \$500.00, or a combination of any of these punishments:

(1) Uses or possesses a controlled substance in violation of this chapter.

(2) Consumes or possesses alcoholic liquor in violation of this chapter.

(3) Commits a violation of this section resulting in damage to the room or its furnishings.

(b) In a case involving damage to the room, a court may order the individual to pay restitution which may include the reasonable loss of revenue resulting from the inability to rent or lease the room during the period of time the room is being repaired.

(c) The owner or operator of the hotel or bed and breakfast short-term rental shall post a copy of this section in a conspicuous place adjacent to the site of registration for a room or inside the room.

(d) This section does not prohibit the prosecution of an individual for the underlying violation which occurred on the premises or property of the hotel or bed and breakfast short-term rental.

State Law reference— Similar provision, MCL 750.411g, MSA 28.643(7).



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend the City's Code of Ordinances to remove references to, and regulations for, Bed & Breakfasts from the Code of Ordinances (Chapter 12, Sec. 12-6 and Secs. 12-791 to 12-799) Companion piece with Short-Term Rental Ordinance amendments

DEPARTMENT: Law

BRIEF DESCRIPTION: The proposed amendments remove references to, and regulations for, bed & breakfasts. This is being done to avoid overlap and confusion with short-term rental regulations.

PRIOR COUNCIL ACTION: Bed & Breakast regulations were previously adopted in 1990.

BACKGROUND: The City Clerk has confirmed that there are currently no licensed bed & breakfasts operating in the City.

FISCAL IMPACT: Removing the bed & breakfast license from the Code will result in the loss of future licensing fees for bed & breakfasts. However, there are currently no licensed bed & breakfasts operating within the City.

COMMUNITY IMPACT: Loss of bed & breakfasts as an option for lodging in the City.

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings before adoption.

COMPLIANCE/PERFORMANCE METRICS: N/A



EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	Corporation Counsel
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Removal of the Bed & Breakfasts License from the Code of Ordinances
DATE:	May 27, 2025

The proposed amendments remove references to, and regulations for, bed & breakfasts. This is being done to avoid overlap and confusion with recently introduced regulations for short-term rentals (or "STRs"), and because there are currently no active bed & breakfasts operating in the City.

Bed & breakfasts and STRs are both lodging options characterized by their location within residential districts, their use of residential dwellings, and the short length of stay (14-day max for bed & breakfasts and 30-day max for STRs). They also share regulatory requirements such as mandatory smoke detectors and fire extinguishers, off-street parking, and administrative approval, including but not limited to inspections and code compliance.

Because bed & breakfasts and STRs are so similar in use and regulation, and since there are no bed & breakfasts in the City, it is recommended to remove bed & breakfasts to avoid overlapping regulation and confusion with STRs. Both ordinance amendments are attached.

Respectfully submitted,

Bradley Mendelsohn

BR^{ADLEY}J. MENDELSOHN Deputy Corporation Counsel

JEREMY J. ROMER Corporation Counsel

Signed by: Jeorge Darany

GEORGE DARANY City Clerk

ATTACHMENT 1

ORDINANCE NO. 25 - _____

AN ORDINANCE TO AMEND CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF DEARBORN, TITLED "LICENSES AND BUILDING STANDARDS", BY AMENDING SECTION 12-6 TITLED "LICENSE FEES."

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 12 of the Code of Ordinances of the City of Dearborn by amending Section 12-6 to remove the license fee for bed-and-breakfasts, and to read as follows:

Sec. 12-6. - License fees.

The various businesses, trades, occupations or professions enumerated in this section shall pay a license fee as established in this schedule. Unless otherwise specified, the fee shall be on an annual basis. The fee for replacement of lost or duplicate licenses shall be half the annual fee, or\$40.00, whichever is less, unless otherwise indicated in this schedule.

Amusement	\$50.00
Apartment (ten or less units)	100.00
Apartment (more than ten units), per unit	10.00
Athletic club	100.00
Auctioneer (single-day)	25.00
Auctioneer (annual)	100.00
Automobile parts and accessories (new or used)	50.00
Awning erector	50.00
Bed and breakfast	300.00
Billiard room (each table)	10.00
Block party	25.00
Boiler operator, high-pressure	50.00
Boiler operator, low-pressure	40.00
Bowling alley	100.00
Building contractor	40.00
Building contractor registration	40.00
Building subcontractor registration	
	40.00

Card or game room	50.00
Carnival	300.00
Carnival deposit (for grounds cleanup)	1 500 00
Concrete contractor	1,500.00
Concrete contractor	50.00
Chief powerhouse stationary engineer	100.00
Christmas trees	150.00
Circus	300.00
Circus deposit (for grounds cleanup)	1,500.00
Coffeehouse	50.00
	250.00
Concrete supplier	40.00
Distributor, vending machine	40.00
Distributor equipment, each machine; not amusement devices	20.00
Distributor, amusement device only	20.00
Distributor, and sement device only	300.00
Dog, (1-year license, expires March 1)	000.00
The following fees take effect March 1, 2025:	\$20.00 for unsterilized dog with no microchip, or \$10.00 for spayed or neutered dogs
	\$15.00 for unsterilized dog with a microchip
	\$10.00 for sterilized dog with or without microchip
Dog (3-year license, expires March 1) The following fees take effect March 1,	\$60.00 for unsterilized dog with no microchip
2025:	\$45.00 for unsterilized dog with a microchip
	\$30.00 for sterilized dog with or without microchip
Dog [license with automatic renewal (no additional fee)]	\$100.00 for sterilized dog with microchip
The following fee takes effect March 1, 2025:	
	A \$3.00 processing fee will be added for mailing any dog license and tag.
Drain layer contractor	50.00
Drive-in theater	600.00

Electrical contractor registration	40.00
Escrow license, type	40.00
Exhibitor (expires December 1)	40.00 75.00
Exhibitor equipment (each amusement	75.00
device, expires December 1)	50.00
Explosives contractor	35.00
Fire repair contractor	50.00
Fire sale (30 days only)	75.00
Fire sale renewal (maximum of 2)	75.00
Flea market	250.00
Food establishment	140.00
31-50 seats	192.00
51-100 seats	237.00
101-150 seats	280.00
More than 150 seats	315.00
Satellites (each satellite)	85.00
Catering kitchen and/or commissary food	00.00
Catching Mohen ana/or commissary loca	315.00
Food truck	200.00
Fuel oil truck	40.00
Garage sale	10.00
Garage sale (second sale)	15.00
Garage sale (third sale)	20.00
Garage sale (fourth sale)	25.00
Garage sale advertisement fee	10.00
Going-out-of-business sale (30 days only)	
	65.00
Going-out-of-business sale renewal	
(maximum of 2)	65.00
Golf course	500.00
Hauling vehicle, each vehicle	40.00
Hotel, per room	10.00
Junk dealer vehicle, each vehicle	40.00
Junkyard	200.00
Lodging or rooming house	35.00
Manager, motel, hotel, apartment, rooming	
house, coffee house, athletic club	50.00

Mechanical contractor registration (heating,	
cooling, ventilation, refrigeration)	15.00
Mechanical excavating and grading	10.00
moonamoal oxoavating and grading	50.00
Mechanical excavating and grading	
equipment, each	30.00
Motel, per room	5.00
Motor bus, 1 to 300 each	50.00
Motor bus, over 300, no further charge	
	n/c
Motor supply station	75.00
Motor vehicle for hire	50.00
Motor vehicle parts recycling	100.00
Moving contractor	200.00
Moving van, each vehicle	30.00
Nightclub and nightclub promoter	200.00
Plumbing contractor registration	40.00
Refrigeration contractor registration	40.00
Refrigeration operator, first class	60.00
Refrigeration operator, second class	50.00
Secondhand dealer	75.00
Sidewalk sale	35.00
Sign erector	50.00
Solicitor or vendor	50.00
Stationary engineer, first class	95.00
Stationary engineer, second class	85.00
Stationary engineer, third class	75.00
Stationary engineer/facilities engineer	100.00
Tank installer	50.00
Taxicab, expires June 30	100.00
Taxicab driver	25.00
Tent erector	50.00
Theatre	150.00
Tobacco	500.00
Transient merchant, first 30 days or less	250.00
Transient merchant renewal, each	100.00
additional 30 days in one year	

Tree removal	50.00
Turbine and reciprocating engineer operator	50.00
Used motor vehicle lot	200.00
Valet parking	300.00
Vendor vehicle	150.00
Welder	30.00

(Ord. No. 81-25, § 5, 6-2-81; Ord. No. 81-192, 12-1-81; Ord. No. 81-192, 12-1-81; Ord. No. 82-214, 3-16-82; Ord. No. 82-214, 3-16-82; Ord. No. 82-233, 6-15-82; Ord. No. 84-308, 7-3-84; Ord. No. 85-333, 8-6-85; Ord. No. 85-337, 9-17-85; Ord. No. 89-441, 2-21-89; Ord. No. 90-479, 2-6-90; Ord. No. 95-633, 4-18-95; Ord. No. 96-670, 5-21-96; Ord. No. 96-685, 10-10-96; Ord. No. 98-741, 10-20-98; Ord. No. 05-1040, 6-6-05; Ord. No. 06-1113, 12-18-06; Ord. No. 10-1280, 6-21-10; Ord. No. 11-1323, 5-16-11; Ord. No. 17-1590, 8-15-17; Ord. No. 19-1641, 1-29-19; Ord. No. 19-1650, 5-21-19; Ord. No. 22-1724, 2-8-22; Ord. No. 22-1725, 1-25-22; Ord. No. 23-1803, 10-10-23; Ord. No. 24-1824, 10-8-24)

ATTACHMENT 2

ORDINANCE NO. 25 - _____

AN ORDINANCE TO AMEND CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF DEARBORN, TITLED "LICENSES AND BUILDING STANDARDS", BY AMENDING ARTICLE XVII, TITLED "HOTELS, ROOMINGHOUSES AND LODGINGHOUSES AND BEDS AND BREAKFASTS."

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 12 of the Code of Ordinances of the City of Dearborn by amending Article XVII to remove Division 3, titled "Beds and Breakfasts," and to read as follows:

ARTICLE XVII. - HOTELS, ROOMINGHOUSES AND LODGINGHOUSES AND BEDS AND BREAKFASTS

.....

DIVISION 3. - BEDS AND BREAKFASTS

Sec. 12-791. - License required; exception.

- It shall be unlawful for any person to operate a bed and breakfast without first having obtained a license. This division shall not apply to hotels, motels, motor lodges, boardinghouses or roominghouses doing business within the city.

(Ord. No. 90-478, § 1, 2-6-90)

Sec. 12-792. - Application.

Applicants for a license required by this division shall complete and submit an application and shall submit a floor plan of the single-family dwelling unit that illustrates that the proposed operation will comply with the city zoning ordinance, as amended, and with the terms of this division and any other applicable city codes and ordinances, including the zoning district and offstreet parking requirements. The city clerk shall forward the application to the building and safety, city plan, fire and health departments and shall not issue a license until a response indicating code compliance is received.

(Ord. No. 90-478, § 2, 2-6-90)

Sec. 12-793. - Fees.

- The annual fees for a bed and breakfast license shall be as provided in section 12-6. Fees shall be payable for the whole or any part of a year and shall be paid at the city clerk's office.

(Ord. No. 90-478, § 2, 2-6-90)

Sec. 12-794. - Dwelling unit and site requirements.

Bed and breakfast operations shall be confined to the single-family dwelling unit which is the principal dwelling unit on the property. Parking provided for a bed and breakfast operation shall be in compliance with the zoning ordinance. No premises shall be utilized for a bed and breakfast operation unless the following conditions are met:

(1) Minimum exits. There shall be at least two exits to the outdoors from such premises.

(2) Size of sleeping rooms. Rooms utilized for sleeping shall have a minimum size of 100 square feet for two occupants with an additional 30 square feet for each additional occupant to a maximum of four occupants per room.

(3) Smoke detectors. Each sleeping room used for the bed and breakfast operation shall have a separate smoke detector alarm, installed in accordance with the applicable building and safety codes.

(4) Fire extinguishers. Each floor of the bed and breakfast operation shall have a separate fire extinguisher installed, in accordance with the applicable building and safety codes.

(5) Lavatory facilities. At least one flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system approved by the building and safety department and in good working condition, shall be supplied for every two sleeping rooms including bedrooms of the owner's family. All such facilities shall be so located within the dwelling so as to be reasonably accessible from a common hall or passage way to all persons sharing such facilities, with the exception of rooms containing a private facility. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities shall be located in a basement.

(6) Signage. Name plates identifying the bed and breakfast shall not exceed 11 inches by 14 inches in size, shall be permanently affixed to the dwelling, and shall be made of polished hardwood or brass and contain the name and/or address or both, identifying the bed and breakfast.

(7) Offstreet parking. A site plan shall be submitted and reviewed by the city plan department indicating compliance with the zoning ordinance requirements and the location of proposed offstreet parking.

(8) Site plan. Any modification of the exterior of the residence shall be subject to the applicable provisions of the zoning ordinance.

(Ord. No. 90-478, § 3, 2-6-90)

Sec. 12-795. - Requirements for operation.

The dwelling unit in which the bed and breakfast is located shall be the principal residence of the owner who shall live on the premises when the bed and breakfast operation is active. In addition, the bed and breakfast operation shall meet the following conditions:

(1) Guest register. Every operator shall keep a list of the names of all persons staying at the bed and breakfast operation. The guest register shall be available for inspection by city officials at any time.

(2) Length of stay. The maximum stay for any occupant of the bed and breakfast sleeping rooms shall be 14 days.

(3) Public nuisance. Bed and breakfast operations shall not be permitted whenever the operation endangers or interferes with the safety or rights of others, so as to constitute a public nuisance.

(Ord. No. 90-478, § 4, 2-6-90)

Sec. 12-796. - Issuance and denial.

The city shall issue a license for a bed and breakfast operation if the city finds that the applicant can meet all requirements of this division and of any other applicable local, state or federal regulation. If the city finds that the applicant cannot meet a particular requirement of these licensing requirements, the city shall deny the applicant a license. The denial may be appealed to the zoning board of appeals, which may then weigh the facts of the case and make a final decision.

(Ord. No. 90-478, § 5, 2-6-90)

Sec. 12-797. - License renewal.

- The city may renew the license of any bed and breakfast operation, provided that the licensed operation shall meet the following conditions:

(1) Annual inspection. The bed and breakfast operation shall meet all conditions of this division, as confirmed by an annual inspection of the premises by the building and safety department. The review shall include fire safety items and the assistance of the fire department and/or marshal.

(2) Lapse of license. The license for the bed and breakfast operation shall not have lapsed for more than 30 days beyond December 31, the annual inspection date.

(3) Lapse of operation. The active operation of the bed and breakfast shall not have lapsed for more than nine months.

(4) Complaints. Complaints from neighboring property owners indicating code and practical problems with the operation shall be considered.

(Ord. No. 90-478, § 6, 2-6-90)

Sec. 12-798. - Nontransferable.

A bed and breakfast license shall not be transferable to any property other than the property for which it is approved.

(Ord. No. 90-478, § 7, 2-6-90)

Sec. 12-799. - Suspension or revocation.

The city shall have the authority to refuse to renew a license or to suspend or revoke a license for continued and repeated violations of the provisions of this division. A decision to suspend, revoke or refuse renewal of a license may be appealed to the zoning board of appeals by the applicant. Any license issued under the provisions of this division may be revoked by the city for good cause shown after investigation and opportunity to the holder of such license to be heard in opposition thereto; in such investigation, the compliance or noncompliance with the state law and local ordinances, the conduct of the licensee in regard to the public, and other considerations shall be weighed in determination of such issues.

(Ord. No. 90-478, § 8, 2-6-90)

Secs. 12-800-12-820. - Reserved.



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Amend Chapter 11 to add regulations for Short-Term Rentals (STR's), and relocate regulations for non-owner occupied rentals into a new Article V that addresses both STR's and non-owner occupied rentals.*

*Companion piece with Short-Term Rental Ordinance amendments

DEPARTMENT: Law

BRIEF DESCRIPTION: The proposed amendment creates a new ordinance for Short-Term Rentals (STR's), and consolidates existing regulations for non-owner-occupied rentals into a new Article V located in Chapter 11 of the Code of Ordinances.

The new STR regulations do the following:

- 1. Defines STR's as the rental of a dwelling or dwelling unit for 30 consecutive days or less;
- 2. Requires STR operators to obtain a permit before renting, which in turn requires application and inspection;
- 3. Requires a local agent responsible for the STR if the STR's owners do not stay on property or are out-of-town during the short-term stay;
- 4. Prohibits STR occupants from on-street parking;
- 5. Prohibits advertising STR's unless they have a permit;
- 6. Creates an inspection schedule;
- 7. Requires the installation of smoke detectors, carbon monoxide detectors, and fire extinguishers in STR units;
- 8. Penalty for violation of the Code is a \$750 civil infraction for the first offense, and a \$1,000 civil infraction for repeat violations.

There are no changes to the non-owner-occupied regulations, they are simply being relocated within Chapter 11 of the Code.

PRIOR COUNCIL ACTION: Council recently adopted zoning regulations for STR's earlier this month. The regulations for non-owner-occupied dwelling units were previously adopted in 1981.

BACKGROUND: The proposed STR ordinance is a companion piece with the recently adopted STR zoning ordinance. The regulations for non-owner-occupied dwelling units are being relocated to an article containing the STR ordinance because both uses share similar characteristics.

FISCAL IMPACT: Permit and inspection fees for STR's will raise revenue to cover additional administrative review and inspection related to STR's.

COMMUNITY IMPACT: Increased regulation of STR's will create standards that all STR's in the City must follow, and will better control the negative external impacts some STR's have had on residents.

IMPLEMENTATION TIMELINE: Ordinance amendments require two readings before adoption.

COMPLIANCE/PERFORMANCE METRICS: N/A



EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	Corporation Counsel
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Short-Term Rental Ordinance and relocation of regulations for Non-Owner- Occupied Rentals
DATE:	May 27, 2025

The proposed amendments create a new Short-Term Rental Ordinance, which will regulate short-term rentals (or "STR's") in the City, and relocate existing regulations for Non-Owner-Occupied Rentals to a new Article of the Code where the STR ordinance will also be located.

The new STR ordinance does the following:

- 1. Defines STR's as the rental of a dwelling or dwelling unit for 30 consecutive days or less;
- 2. Requires STR operators to obtain a permit before renting, which in turn requires application, review, and inspection;
- 3. Requires a local agent responsible for the STR if the STR's owners do not stay on property, or are out-of-town during the short-term stay;
- 4. Prohibits STR occupants from on-street parking;
- 5. Prohibits advertising STR's unless they have a permit;
- 6. Creates an inspection schedule, including inspections based on identifiable external violations or set forth in complaints receive by the City;
- 7. Requires the installation of smoke detectors, carbon monoxide detectors, and fire extinguishers in STR units;
- 8. Penalty for violation of the Code is a \$750 civil infraction for the first offense, and a \$1,000 civil infraction for repeat violations;
- 9. Allows for revocation of an STR permit if the STR is the site of at least 3 separate violations (that occur on separate days) within a 12-month period; and
- 10. Creates an appeal process before the Building Board of Appeals if an STR permit is revoked.

The Department of Economic Development will be responsible for enforcement of the STR Ordinance. There are no changes to the non-owner-occupied regulations, they are simply being relocated to the same Article in Chapter 11 of the Code where the STR Ordinance is located. A copy of both the ordinance amendments are attached for review.

Respectfully submitted,

----- DocuSigned by:

Bradley Mendelsohn

BRADLEY J. MENDELSOHN Deputy Corporation Counsel

DocuSigned by: Jeremy Romer

JEREMY J. ROMER Corporation Counsel

Signed by:

JORDAN TWARDY Director, Economic Development

ATTACHMENT 1

ORDINANCE NO. 25 - _____

AN ORDINANCE TO AMEND CHAPTER 11 OF THE CODE OF ORDINANCES OF THE CITY OF DEARBORN, TITLED "OCCUPANCY AND BUILDING STANDARDS", BY ADDING ARTICLE V, TITLED "SHORT-TERM RENTALS AND NON-OWNER-OCCUPIED RESIDENTIAL PROPERTIES."

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 11 of the Code of Ordinances of the City of Dearborn by adding Article V to regulate short-term rentals and non-owner-occupied residential properties, and to read as follows:

ARTICLE V. – SHORT-TERM RENTALS AND NON-OWNER-OCCUPIED RESIDENTIAL PROPERTIES

DIVISION 1. – SHORT-TERM RENTALS

Sec. 11-312. – Title, purpose, and intent.

- a) This division shall be known as the "Short-Term Rental Ordinance" of the City of Dearborn.
- b) The City recognizes that tourism supports many different types of businesses in the city, including the hospitality market, the restaurant and dining market, and the shopping and retail market among others.
- c) The City also recognizes that an important part of the tourism industry is the short-term rental marketplace. This marketplace has grown exponentially with the increasing use of online booking websites, and will most likely continue to grow as municipalities in the region limit, restrict, or eliminate the practice.
- d) While short-term rentals can provide community benefits, their proliferation can also cause difficulties for residents and neighborhoods, where the character of the use takes on a more transitory and commercial character. Examples of these difficulties include, but are not limited to, increased noise complaints, nuisance issues related to trash, increased neighborhood traffic, and use of on-street parking by non-residents.
- e) The City has determined that regulation of short-term rentals is necessary to establish a community standard for the integration of short-term rentals in the city to ensure health, safety, and welfare of visitors and residents by re-affirming police, fire, and building safety guidelines. Toward that end, the City has

determined that all persons or entities that desire to operate a short-term rental within the city must be issued a license pursuant to the requirements of this ordinance.

Sec. 11-313. – Definitions.

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

- a) *Director.* Shall mean the director of the Department of Economic Development.
- b) *Dwelling.* Means any building which is wholly or partly used, or intended to be used, for living or sleeping by human occupants. In no case shall a travel trailer, motor home, automobile, tent or other portable building not defined as a recreational vehicle be considered a dwelling.
- c) *Dwelling unit.* Means any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating.
- d) *Guest.* Means the persons renting lodging from a short-term rental host, or through a hosting platform on behalf of the short-term rental host, for a term of less than 30 consecutive days.
- e) Host. Means the person engaged in providing a short-term rental unit.
- f) *Host platform.* Means a marketplace in any form or format which facilitates shortterm rental units, through advertising, matchmaking or any other means.
- g) *Principal residence (owner-occupied).* Means the one dwelling or dwelling unit where an owner of the property, has their true, fixed, and permanent home to which, whenever absent, they intend to return and that shall continue as a principal residence until another principal residence is established.
- h) Short-term rental unit (or "STR"). Means the rental of a dwelling or dwelling unit, either wholly or partly, for compensation for periods of 30 consecutive days or less, by persons other than the permanent resident or owner. When used in this ordinance, the acronym "STR" shall mean short-term rental unit. The following types of STRs are allowed under this ordinance:
 - 1) *Non-owner-occupied STR.* Means an activity where the owner of a nonowner-occupied residence hosts visitors, for compensation, for periods of 30 consecutive days or less.
 - Owner-occupied homestay. Means an activity whereby the property owner(s) hosts visitors in their home, for compensation, for periods of 30 consecutive days or less, while at least one of the owners lives on-site in the dwelling unit throughout the visitors' stay.

- Owner-occupied off-site. Means an activity whereby the property owner(s) hosts visitors in their home, for compensation, for periods of 30 consecutive days or less, while the home is unoccupied by the owner of record during a guest's stay.
- 4) Exceptions. A short-term rental does not include the following: non-owner occupied dwellings or dwelling units with a rental term of more than 30 consecutive days; lodginghouse; roominghouse; multiple dwelling; hotel; dependent housing facilities such as nursing homes; state-licensed residential facilities such as adult foster care facilities, foster care homes, and group homes; hospitals; housing provided by a substance abuse rehabilitation clinic, mental health facility, or other health care related clinic; or dwelling units owned by a business entity and made available on a temporary basis to employees of that business entity or employees of a contractor working for that business entity.
- i) Short-term rental term (or "STR term"). The duration of a short-term rental occupancy by a given renter or group of renters. A rental term shall be deemed to end when there is a complete turnover in the occupancy of the short-term rental by the renter or group of renters.
- j) Short-term rental permit (or "STR permit"). A written document issued by the Director, or their designee, indicating that the dwelling or dwelling unit identified thereon is authorized to operate as an STR in accordance with this ordinance. When used in this ordinance, the word "permit" refers to an STR permit.
- k) Local agent. An individual designated by the owner of a STR to do the following:
 - 1) Oversee the STR in accordance with this ordinance;
 - 2) Respond to calls from renters, concerned citizens, and representatives of the City; and
 - Act as an agent of the owner(s) with respect to a STR, which shall include the authority to accept service of legal papers and notices relating to the STR on the owner's behalf.
 - 4) *Owner-occupied homestay STR.* For an owner-occupied homestay STR, the local agent shall be the property owner staying on-site throughout the visitors' stay.

Sec. 11-314. -Short-term rental permit; applications, requirements, and review.

- a) *Permit required; limitations.* STRs are prohibited unless the property is registered with the City and has received a permit pursuant to this ordinance.
 - 1) The City shall only issue a permit to the owner(s) of the property serving as the STR. A permit shall not be issued to the lessee, renter, tenant, or local agent of a property.
 - 2) The City shall issue only one (1) permit per dwelling or dwelling unit.

- 3) The location of a STR is subject to applicable regulations of the City's Code of Ordinances and Zoning Ordinance.
- b) *Application.* The application for a permit shall, at a minimum, include the following:
 - 1) The name, date of birth, address, email address, and telephone number (home and cell phone) of each and every owner of the property.
 - 2) The name, date of birth, address, email address, and telephone number (home and cell phone) of the local agent
 - a. The local agent's telephone number is only necessary for nonowner occupied and owner-occupied off-site STR's).
 - 3) The street address of the STR.
 - 4) The type of dwelling or dwelling unit being used as the STR (e.g., single-family home, apartment, condominium, townhouse).
 - 5) The type of STR (non-owner occupied, owner-occupied homestay, owner-occupied off-site).
 - 6) For owner-occupied STRs (homestay or off-site), the owner shall submit a sworn statement affirming that the dwelling or dwelling unit being used as an STR is and will remain the applicant's principal residence for the duration of the permit.
 - 7) Number of bedrooms available to rent.
 - 8) The number of off-street parking spaces provided on the lot that are reserved exclusively for occupants of the STR. Valid off-street parking spaces include space in a garage or on an improved driveway.
 - 9) A statement certifying that each bedroom has a working smoke detector and working carbon monoxide detector installed in compliance with the requirements of this ordinance (See Sec. 11-321 below), and that the owner(s) or local agent check those devices at least every 90 days to ensure they are unexpired and in working order.
 - 10)A statement certifying that the STR has a working fire extinguisher located in compliance with this ordinance (See Sec. 11-321 below).
 - 11)A statement certifying that the owner has obtained liability insurance to cover the short-term rental use.
 - 12)A statement certifying that the property is not currently in violation of the City's Code of Ordinances, Zoning Ordinance, or any state or federal housing law, and is in habitable condition.

- 13)A statement certifying that the owner is not in arrears or in default to the City, including but not limited to any unpaid, outstanding and/or delinquent property tax, income tax, special assessments, and/or fines.
- 14)A statement certifying that the owner consents to inspections by the City and that the owner or local agent will make the dwelling unit available to inspections upon request.
- 15) A non-refundable application fee of \$300.
- 16) The application must be signed by the applicant-owner(s) and local agent.
- 17)Submit the property to an inspection for compliance with applicable codes and ordinances, including but not limited to, all regulations applicable to dwellings and occupancy found in Chapter 11 of the City's Code of Ordinances. Failure to complete an inspection shall be grounds for withholding a permit or revoking an existing permit. Revocation of a permit for failure to complete an inspection is not applicable to the appeal procedures provided in Sec. 11-325 of this ordinance.
- c) *Non-transferable.* The permit shall not be transferred or assigned to another person or address, nor shall the permit authorize any person, other than the person named therein or their designated local agent, to operate an STR on the property.
- d) *Permit issuance and inspection; zoning compliance.* To the extent permits are available in the pertinent zoning district at the time of application, a permit or permit renewal shall be granted after a successful inspection if the requirements of this ordinance and any applicable requirements under law are met, including but not limited to the City's Code of Ordinances, Zoning Ordinance, and Michigan Building Code.
- e) *Delinquent payments.* No permit shall be issued or renewed unless the owner is current on the payment of all real property taxes, utility rates, fees, charges, special assessments, or other amounts due to the City. Delinquencies on any such payments to the City, regardless of whether they relate to the rental unit for which a permit is sought, shall result in denial of the permit.
- f) Changes in information. An owner or local agent shall notify the Director in writing within 14 calendar days of any change in the information provided on the application form. An owner of an STR shall notify the Director in writing within 14 calendar days of any change in the designated local agent.

Sec. 11-315. – Permit validity and renewal

An STR permit will become invalid in each of the following circumstances:

a) A permit expires three (3) years from the date it is issued, unless otherwise revoked pursuant to this ordinance;

- b) A permit is terminated when the property to which the license applies is conveyed to another party;
- c) A permit may be renewed only by making application as required by this ordinance.

Sec. 11-316. - Local agent required.

All STRs must have a designated local agent that satisfies the following:

- a) The local agent shall be a natural person who resides within 20 miles of the geographic boundaries of the City of Dearborn.
- b) An owner may serve as the local agent so long as they have the ability to continue residing at a location within 20 miles of the City of Dearborn during the duration of any STR term.
- c) For owner-occupied homestay STRs, the local agent shall be the owner of the property.

Sec. 11-317. – Responsibilities of short-term rental operators.

The owner(s) and local agent for each short-term rental unit shall each be responsible for ensuring compliance with the following regulations, except where expressly provided otherwise:

- a) Local agent availability. During each STR term, the local agent shall be available 24-hours per day, seven days per week, for the purpose of responding within 30 minutes to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit or their guests.
- b) Timely and effective response. The local agent shall, upon notification that any occupant or guest of the STR has created unreasonable noise or disturbances, engaged in disorderly conduct, parked vehicles in violation of this ordinance, or committed any other violations of applicable laws, rules or regulations pertaining to the use and occupancy of the STR, respond in a timely and appropriate manner to halt and prevent a recurrence of such violations.
- c) Reasonably prudent business practices. The owner and/or the owner's authorized local agent shall use reasonably prudent business practices to ensure that the occupants and/or guests of the STR do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject STR.
- d) *Duty to provide permit and post in window.* Upon request by any occupant or prospective occupant, the owner(s) or local agent shall provide the occupant or prospective occupant with a copy of the STR permit. Further, a full-sized copy of

the STR permit must be posted in a prominent first-floor window of the STR during each STR term.

- e) *Criminal code compliance.* Pursuant to Code of Ordinances Sec. 14-7, the owner of a STR shall post a copy of Code of Ord. Sec. 14-7 in a conspicuous place adjacent to the site of registration for the STR or inside the STR.
- f) Compliance with safety equipment requirements and applicable codes. All STRs will comply with the safety equipment requirements in Sec.11-321 below, as well as all applicable zoning, construction, fire, property maintenance, occupancy, habitability, and nuisance codes, ordinances, or other regulations. A violation of any of the foregoing shall also be a violation of this ordinance.
- g) *Basement regulations.* No basement can be used for a bedroom unless it has an ingress/egress window approved by a city inspector and found in compliance with local and state code requirements.
- h) On-street parking prohibited. STR operators must provide off-street parking consistent with Sec. 11-318 of this ordinance.
- i) *Maximum occupancy*. The number of occupants in a STR shall comply with applicable requirements under the law, including but not limited to the City's Code of Ordinances, the City's Zoning Ordinance, and the Michigan Building Code.

Sec. 11-318. – Responsibilities of short-term rental occupants and guests.

- a) On-street parking prohibited. No STR occupant, nor any guest visiting a STR during a STR term, shall park vehicles on public streets adjacent to the unit. Rather, the off-street parking spaces provided on the lot must be utilized, and any excess vehicles must be parked in public parking lots or other permitted offsite locations.
- b) Duty to comply with applicable laws. STR occupants and guests shall comply with all local laws and regulations, including but not limited to the City's noise, fireworks, trash disposal, open burning, and public peace regulations. A violation of any of the foregoing shall also be a violation of this ordinance.

Sec. 11-319. – Unauthorized rentals and advertising.

- a) Unauthorized rentals. It shall be unlawful to engage in STR activity with respect to any dwelling or dwelling unit that has not been issued a permit pursuant to this ordinance. In any prosecution or action to determine a violation of this ordinance, the following shall apply:
 - 1) Advertising that offers a property as a STR shall constitute prima facie evidence of STR activity involving the property, and the burden of proof

shall be on the property owner or other defendant to establish that the subject property has not been used as a STR.

- 2) Subject to the exceptions listed in the definition of a "short-term rental unit" found in Section 11-313, any communication in which a person offers a dwelling or dwelling unit for rent for a term of less than 30 days shall constitute prima facie evidence of short-term activity, and the burden of proof shall be on the property owner or other defendant to establish that the subject property had not been used for short-term rentals.
- b) Unauthorized advertising. It shall be unlawful to advertise any dwelling or dwelling unit that does not have a short-term rental permit issued pursuant to this ordinance. Such advertisement shall constitute a violation of this ordinance.

Sec. 11-320. – Inspections; opportunity to correct; voiding permit.

- a) *Inspection schedule.* Dwellings and dwelling units being used as STRs shall be inspected as follows:
 - 1) Upon the sale or transfer of any ownership interest in the property.
 - 2) Upon the application for, or renewal of, a STR permit.
 - 3) Upon identifiable external violations documented by the City or set forth in complaints received by the City, if such inspections are needed to correct violations of this ordinance or any applicable law.
 - 4) Inspections shall generally occur during the City's regular business hours, except in emergency situations or when otherwise agreed to by the City and the owner or local agent. All fees shall be paid prior to the inspection.
- b) *Scheduling.* Upon written notice from the City, it shall be the owner's or local agent's responsibility to schedule and allow the City's inspection of the STR.
- c) Opportunity to correct deficiencies. If an inspection reveals that the STR is not in compliance with this ordinance, or any other applicable law or code, the owner(s) shall be provided a list of deficiencies or violations that must be corrected. Failure to correct such deficiencies in a reasonable time shall be grounds for withholding a STR permit or revoking an existing permit.
- Additional inspections. The City may conduct additional inspections as it deems necessary, upon reasonable notice to the owner(s) or local agent, for the following:
 - 1) A complaint is filed with the City; or
 - 2) The City otherwise has reasonable cause to believe a STR is in violation of any City ordinance or applicable law.

Sec. 11-321. – Safety equipment.

- a) Smoke detectors. The owner(s) and local agent of each STR shall each be responsible for the installation of smoke detectors/alarms in each STR. All smoke detectors/alarms shall be installed in accordance with applicable code requirements.
- b) *Smoke detector locations.* Smoke detectors/alarms shall be installed in the following locations:
 - 1) In each sleeping room;
 - 2) Outside of each separate sleeping areas in the immediate vicinity of the bedrooms; and
 - 3) On each additional story of the STR, including basements and cellars, but not including crawl spaces and uninhabitable attics.
- c) Carbon monoxide detectors. The owner(s) and local agent of each STR shall each be responsible for the installation of a carbon monoxide detector in each rental unit. All carbon monoxide detectors shall be of the type described in MCL 125.1504d.
- d) *Fire extinguisher*. The owner(s) and local agent of each STR shall each be responsible for the installation of a fire extinguisher in the kitchen of each unit and near each outdoor cooking device.
- e) *Tampering prohibited*. No person shall tamper or interfere with the effectiveness of a smoke detector, carbon monoxide detector, or fire extinguisher required by this section.

Sec. 11-322. – Violations; notice of violations.

- a) *Violations as civil infraction.* A violation of this ordinance shall be punishable as a civil infraction with a fine of not less than \$500, plus costs and other sanctions. Repeat offenses shall be subject to an increased civil fine as follows:
 - 1) The fine for a first repeat offense shall be no less than \$750 plus costs and other sanctions.
 - 2) The fine for a second repeat offense or any subsequent repeat offense shall be no less than \$1,000, plus costs and other sanctions.
 - 3) A "repeat offense" shall mean a second (or any subsequent) violation of this ordinance:

- i. Committed within any 12-month period; and
- ii. For which the person admits responsibility or is determined to be responsible.
- b) Notice of violation in lieu of citation. As an alternative to the immediate issuance of a citation, the City may issue a notice of violation to the owner(s) and/or local agent for the STR to which the violation pertains to obtain compliance with this ordinance. Upon the service of a notice of violation, the owner(s) and local agent shall immediately cease the offending conduct and take corrective action to terminate the violation described. Each notice of violation shall be served in accordance with Sec. 11-323 below and contain the following information:
 - 1) The name of the responsible person(s);
 - 2) The Code section violated;
 - 3) The address where the Code violation occurred;
 - 4) A description of the Code violation; and
 - 5) The names and contact information of the issuing department and enforcement officer

Sec. 11-323. – Service of notices.

Any notice issued pursuant to this ordinance shall be considered served as of the date of the earliest of any of the following events:

- a) The posting of the notice on or adjacent to the premises, in conjunction with the mailing of the notice to the responsible party's last known address by first-class mail;
- b) The sending of the notice by email to an email address designated on a STR permit for the property;
- c) Personal delivery of the notice to the responsible party; or
- d) The responsible party's receipt of the notice by certified U.S. mail, as indicated in a notification of receipt.

Sec. 11-324. – Revocation of short-term rental permit; appeal.

a) *Grounds for revocation.* The Director may revoke the STR permit for any short-term rental which is the site of at least three (3) separate incidents within a 12-

month period (occurring on three (3) separate days) that constitute a violation of this ordinance, whether committed by an owner, local agent, occupant, or guest. To qualify as an incident for purposes of this subsection:

- The City must have issued a civil infraction citation or notice of violation regarding the offending conduct prior to commencing revocation proceedings pursuant to subsection (b) below; and
- 2) The violation must be either admitted by the owner or proven by a preponderance of the evidence in a civil-infraction prosecution or in a revocation hearing as provided in Sec. 11-325 below.
- b) Notice of revocation. Upon a determination by the Director that the STR permit is subject to revocation pursuant to subsection (a), the Director shall serve a notice of revocation, pursuant to Sec. 11-323 of this ordinance, to the owner(s) and local agent of the STR stating the following:
 - 1) The grounds for revocation of the STR permit;
 - 2) The effective date of the revocation;
 - That the owner(s) may request, in writing and within 20 calendar days of the date of the notice of revocation, an appeal hearing before Building Board of Appeals pursuant to Sec. 11-325
- c) *Effective date of revocation.* The revocation shall take effect 21 calendar days from the date of the notice of revocation.

Sec. 11-325. – Appeal hearing.

- a) *Request for appeal.* The owner(s) of a STR that has its permit revoked pursuant to Sec. 11-324 above, may request and shall be granted a hearing on the matter before the Building Board of Appeals. Such request must be made as follows:
 - The request for appeal must be made in writing to the Director within 20 calendar days of the date notice of revocation is made, pursuant to Sec. 11-323.
 - 2) The request must be filed with the Department of Economic Development.
 - 3) The request must include a brief statement explaining the nature and grounds for appeal.

Upon receipt of the request, the Building Board of Appeals will set a time and place for the hearing and provide notice of same pursuant to Sec. 11-323.

- b) *Exception to appeal.* Pursuant to Sec. 11-314(b)(17) of this ordinance, revocation of an STR permit for failure to complete an inspection cannot be appealed under this section.
- c) *Hearing.* At the hearing, the appellant will be given an opportunity to be heard and to show why the revocation of their permit should be modified or withdrawn. The hearing shall be held at the next scheduled meeting of the Building Board of Appeals or at a special meeting of the Board, no later than 30 calendar days after the day on which the petition was filed; provided that upon application of the petitioner, the Board may postpone the date of the hearing for a reasonable time beyond such 30-day period, if in the judgment of the Board the petitioner has submitted a good and sufficient reason for such postponement. The Building Board of Appeals may also postpone the date of the hearing if it does not have quorum.
- d) Action by appeal board. After hearing, the Building Board of Appeals shall sustain, modify, or withdraw the permit revocation, depending upon its findings to whether the provisions of this ordinance have been complied with. If the Board sustains or modifies such notice, it shall be deemed to be an order.

Sec. 11-326. – Revocation and fines not exclusive penalty.

Nothing in this Ordinance shall be deemed to prohibit the Director, their designee, or the City from imposing other penalties authorized by the Dearborn Code of Ordinances and Dearborn Zoning Ordinance, or to file a public nuisance lawsuit or take any other legal action authorized by law.

Sec. 11-327. – Enforcement.

The Department of Economic Development shall be primarily responsible for enforcement of this Ordinance. However, nothing in this Ordinance shall be deemed to prohibit other departments within the City from enforcing the provisions of this Ordinance, including but not limited to the Dearborn Police, Dearborn Fire, and the Department of Public Works.

Sec. 11-328. – Severability.

If any sentence, paragraph, section, clause, or provision of this ordinance is declared unconstitutional, void, illegal, or ineffective by any court of competent jurisdiction, such sentence, paragraph, section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be part of the ordinance, but the remainder of the ordinance shall stand and remain in full force and effect.

DIVISION 2. – NON-OWNER-OCCUPIED RESIDENTIAL PROPERTIES

Sec. 11-329. – Title, purpose, and intent.

- a) This division shall be known as the "Non-Owner-Occupied Residential Properties Ordinance" of the City of Dearborn.
- b) The City recognizes that many residents in the City live in residential properties that they rent from the property owner or a representative/agent of the owner.
- c) The purpose of this ordinance is to maintain quality structures for the public health, safety, and welfare, and to establish safeguard controls for non-owner-occupied residential properties in the City.
- d) All applicable provisions of the City Code, including but not limited to the preceding regulations of this Chapter 11 of the Code of Ordinances, shall apply unless stated otherwise herein.

Sec. 11-330. – Definitions.

a) *Non-owner-occupied.* Any residential building or structure in which the owner does not occupy the dwelling or dwelling units contained in the building or structure for more than 30 consecutive days, and/or receives less than 100% of the homestead credit on the homestead property list of the City Assessor.

Sec. 11-331. – Inspection and occupancy requirements.

- a) It shall be unlawful for any person to occupy or for any owner or agent thereof to permit the occupation of any building or addition thereto, or part thereof, for any purpose, until occupancy has been approved by the Department of Economic Development.
- b) A certificate of occupancy is issued when all violations noted on the inspection report issued by the Department of Economic Development have been corrected and required repairs have been made.
- c) In the event an owner, prospective purchaser, or transferee requests that occupancy be permitted prior to correction of all violations noted on the inspection report, and if the absence of such complete conformance does not, in the judgment of the Department of Economic Development, constitute material health or safety hazards, conditional occupancy may be allowed upon the condition that complete conformance be achieved within a reasonable time specified by the Department of Economic Development, but in not more than 90 days.

d) Non-owner-occupied residential property, or portions thereof, shall be inspected and a new certificate of occupancy obtained every three (3) years, or upon change in ownership. Non-owner-occupied residential property with three (3) or more units shall be inspected annually.

Sec. 11-332. – Data generally; change of status.

The Department of Economic Development maintains information on non-owneroccupied properties, including name and address of owner, inspection history and certificate of occupancy information. If the status or owner of a dwelling changes, it must be registered within seven days of the change. This information is available upon request by following departmental procedures for requesting non-owner-occupied property information.

Sec. 11-333. – Inspections.

- a) The director of the Department of Economic Development, or such other building officials as the director may designate, is hereby authorized to make, and shall make, inspections of non-owner-occupied properties, the non-owner-occupied portions of two-family dwellings including common areas or any other dwelling, except owner-occupied single-family dwellings and the owner-occupied portion of two-family dwellings as follows:
 - 1) Upon sale or transfer of any ownership interest.
 - 2) Upon a change in occupancy if any inspection has not been made within the last three (3) years.
 - 3) Upon identifiable external violations documented by the Department of Economic Development or set forth in complaints registered by area residents and/or neighborhood associations, if such inspections are needed to correction violations heretofore enumerated in this article.
 - 4) At least once every three (3) years, in accordance with Sec. 11-331 above.
- b) An owner, agent, representative or tenant shall consent to such inspections to determine the condition of a vacant dwelling or any other dwelling in the city. For the purpose of making such inspections, the building inspector, or their authorized representative, is hereby authorized, upon seven days' notice, to enter and inspect at all reasonable times. The owner, agent, representative or tenant shall give the building inspector, and their authorized representative, free access to the premises. The owner or their authorized representative shall be present for each such inspection.

c) The owner of a non-owner-occupied property must obtain a new certificate of occupancy for each inspection required herein within 90 days of such inspection. A temporary certificate of occupancy may be issued at the discretion of the Department of Economic Development when outstanding violations cannot be reasonably and timely corrected or completed. Temporary certificates of occupancy are set to expire in a reasonable timeframe for completing repairs, at which time a certificate of occupancy is required.

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ZONING BOARD OF APPEALS

DATE: MAY 29, 2025

Pursuant to Section 5 of Michigan Public Act 207 of 1921 and Dearborn Zoning Ordinance Section 33.04, the Mayor shall appoint members of the Zoning Board of Appeals, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Afan Bapacker Status: Reappointment as Alternate Member Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 433-2652 Email: afan@bapackerlaw.com

Mailing Address: 11 Branford Lane, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department

OFFICE OF T	HE MAYOR
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TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ZONING BOARD OF APPEALS

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Zoning Board of Appeals in accordance with Section 5 of Michigan Public Act 207 of 1921 and Dearborn Zoning Ordinance Section 33.04.

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

Name: Afan Bapacker Status: Reappointment as Alternate Member Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 433-2652 Email: afan@bapackerlaw.com

Mailing Address: 11 Branford Lane, Dearborn, MI 48120

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 15 2025

First Name

Afan

Last Name

Bapacker

Phone

+13138202239

Email afan@bapackerlaw.com

Home Address

11 Branford Ln, Dearborn, MI 48120, USA

Years of Residency in Dearborn

41

Occupation

Attorney

Company

The Law Office of Afan Bapacker, P.C.

Length of Service

18 Years

Business Address

1 Parklane Blvd., Ste 729E, Dearborn, MI 48126

Business Telephone Number

313-429-9525

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

Thomas M. Cooley Law School, 2007

Commissions & Boards

Zoning Board of Appeals

Why do you want to join this commission?

I am applying for renewal of my commission, and I enjoy serving the city and its residents in order to make a difference in people's lives and improve the city I live in.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

See attached resume.

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

DOCX Afan Bapacker

Submitted on May 15 2025

/. monday.com

AFAN BAPACKER

16030 Michigan Ave., Ste 220, Dearborn, MI 48126

Mobile: 313-820-2239

Email: afan@bapackerlaw.com

PROFESSIONAL PROFILE

Highly skilled and experienced attorney with over 13 years of practice in areas of real estate law, business litigation, Chapter 7, 13, and 11 Bankruptcy, and business contracts. Licensed Title Producer in the State of Michigan and Licensed to practice law in the State of Michigan, in good standing, and admitted to practice law in the Federal Eastern District Court of Michigan.

WORK EXPERIENCE

August 2013 to Present April 2021 to Present	 The Law Office of Afan Bapacker, P.C. Titan Title Agency, LLC Managing Attorney/Owner Undertakes daily workload including: Represented thousands of clients in various types of cases. Concentration in real estate transactions and litigation, business contracts and litigation, and Bankruptcy chapter 7, 11, and 13. Skilled with property title abstracting. Has been conducting title searches for eight years consistently and rendering opinions of title. Drafted all types of contracts/real estate documents, including operating agreements, corporate by-laws, security agreements, bills of sale, quit claim deeds, warranty deeds, covenant deeds, lady bird deeds, mortgages, land contracts, easements, memorandums of land contracts, closing statements, security agreements, warrants, asset purchase agreements, joint venture agreements, promissory notes, lease agreements, escrow agreements, employment contracts, commercial real estate transactions, and all other related agreements. Represent multiple lenders as creditors in Bankruptcy proceedings in Chapter 7, 13, and 11. Represented hundreds of consumer debtors under Chapter 7 and 13. General business/real estate litigation representation including evictions, breach of contract, quiet title, fraud, and other related matters. Major clients include large property management companies (500+ units managed), pharmacies (public and closed door), car dealerships, real estate developers, and private lenders. Manage day to day law firm operations, including marketing, organizational requirements, employees, and overall financial planning.
September 2008 to August 2013	 Jaafar and Mahdi Law Group, PLLC (Currently Fairmax Law) Associate Attorney September 2008 to April 2009 Managing Partner April 2009 to August 2013 Undertook daily workload including: Concentration in Bankruptcy, Chapter 7, 13, and 11, represented over one thousand clients. Managed entire firm operations which grew to seven attorneys and seven staff members. Manage extremely large case load. Law firm generated revenues in the low seven figures for multiple years. Made decisions relating to hiring and firing employees, marketing,

and budgeting.

OTHER RELEVANT EXPERIENCE

June 2022 to Present	 City of Dearborn Commissioner on Zoning Board of Appeals Appointed by the Mayor of the City of Dearborn and confirmed by City Counsel. Presided over multiple property use and dimensional variance appeals. Served as secretary to the chair at meetings, read and reviewed appliable zoning ordinances into the record. Well versed in application of the City Charter, City Ordinances, and Zoning regulations.
January 2015 to June 2022	 City of Dearborn Commissioner on the Board of Ethics Appointed by the Mayor of the City of Dearborn and confirmed by City Counsel. Review and issue opinions on complaints relating to city employee ethical violations. Issue advisory opinions relating to the City of Dearborn Charter and code of ethics. Served on the election committee.
September 2017 to Present	 Springwell's Park Association Dearborn, MI Association President (Term through May 2020) Springwell's Park Association is a Nationally Recognized Historic Subdivision with over four hundred homes. Manage association duties, budgeting, activities planning, manage other officers, enforcement of associations by-laws and deed restrictions, preside over association meetings, and serve on the Dearborn Federation of Neighborhood Associations.
January 2007 to September 2008	 Wayne County Prosecutor's Office Prosecutor Intern Undertook daily workload including: Full time intern worked under chief of trials and arraignment prosecutor. Helped prepare for numerous trials including capital murder and other felony matters.
EDUCATION	
May 2007	Thomas M. Cooley Law School Juris Doctorate
May 2004	University of Michigan-Dearborn B.B.A. in Finance with a minor in Economics Graduated with Honors

COMMUNITY/PROFESSIONAL MEMBERSHIPS

Member of the Consumer Bankruptcy Attorneys of Michigan, Member of Michigan Muslim Bar Association, Legal Liaison for the Yemeni Chamber of Commerce, Former Member of the American Bar Associations, Past Contributor/Volunteer Detroit Rescue Mission Ministries.

REFERENCES AVAILABLE UPON REQUEST.



- TO: CITY COUNCIL
- FROM: MAYOR ABDULLAH H. HAMMOUD
- SUBJECT: REAPPOINTMENT BUILDING BOARD OF APPEALS
- DATE: MAY 29, 2025

Pursuant to City of Dearborn Code of Ordinance Section 5-766 and City of Dearborn Charter Section 10.9, the Mayor shall appoint members of the Building Board of Appeals, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Ahmad Moubadder Status: Reappointment Type of Membership: Architect Term Duration: 3 Years Term Ending: June 30, 2025 Filling a Vacancy for: N/A Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 903-7778 Email: amoubadder@buildwithkey.com Mailing Address: 22310 Lawrence, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BUILDING BOARD OF APPEALS

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Building Board of Appeals pursuant to the City of Dearborn Code of Ordinance Section 5-766 and City of Dearborn Charter Section 10.9.

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

Name: Ahmad Moubadder Status: Reappointment Type of Membership: Architect Term Duration: 3 Years Term Ending: June 30, 2025 Filling a Vacancy for: N/A Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 903-7778 Email: amoubadder@buildwithkey.com Mailing Address: 22310 Lawrence, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 16 2025

First Name

Ahmad

Last Name

Moubadder

Phone

+13139037778

Email amoubadder@buildwithkey.com

Home Address

[This question was not answered]

Years of Residency in Dearborn

35

Occupation General Contractor

Company Key Construction Group LLC

Length of Service

Business Address 835 Mason Street

Business Telephone Number

3139037778

Level of Education

College Degree

Name of Educational Institution & Graduation Year

EMU

Commissions & Boards

Zoning Board of Appeals

Why do you want to join this commission?

It's great to serve the community in making just and fair decisions that are within my realm of expertise.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF Ahmad Moubadde...1.pdf

Submitted on May 16 2025

Manager Manager



EDUCATION

Bachelor of Science. Construction Management. Eastern Michigan University

CERTIFICATIONS

AIC Associate Constructor. OSHA 30-Hour, CPR First Aid and Bloodborne Pathogens, Michigan Builder, DEQ Storm Water Operator

EXPERIENCE

14 Years in Construction

FIAT SAO PAULO, BRAZIL PROJECTS

managerial spaces.

AHMAD MOUBADDER, AIC AC

As Project Manager, Ahmad is responsible for project administration, including project startup, staffing, and contract negotiation with subcontractors. He oversees maintenance of guality control systems, schedule requirements, cost accountability, and the establishment of management systems. It is his duty to ensure close coordination among all project team

members, ensuring owners a successful project delivery company wide .

RELATED PROJECT EXPERIENCE

UNIVERISTY OF MICHIGAN EAST

Renovations which occurred over the facility's

entire 300,000sf. Gutted entire lower level &

first floor. Floors 2-4 underwent selective

demolition. A 2-story atrium was added to the

north side of the building, bringing natural

light to the first 2 levels. Additions included

East Quad Center commons area, new dining

and laundry facilities, and 24-hr wireless cafe. Upgrades occurred to staff break rooms and

QUAD HALL RENO

PROJECT MANAGER

This project is a new construction Fiat Automotive Plant consisting of multiple facilities totaling 6.2 million square feet to include an assembly plant, body shop, stamping plant, paint shop, communication center and 12-building supplier park. I served as assistant PM on this project.

FORD KANSAS CITY ASSEMBLY **PLANT PROJECTS**

This project is a 434,750sf stamping plant; upgrades to a 522,790sf paint shop; a new 347,500sf material sequencing center (MSC); extensive site work and infrastructure construction; installation of utilities and foundations to support extensive press, process equipment and various M/E support systems.



UNIVERSITY OF MICHIGAN LAW SCHOOL RENOVATIONS

Construction renovation in a fully occupied area where walls were patched & painted, new carpeting installed & minor alternations made. Some areas required new ceilings, doors & hardware, as well as minor electrical improvements. Some rooms were fully gutted, reconfigured, and equipment with MEP and AV upgrades, as well as new finishes.

UNIVERSITY OF MICHIGAN WEST QUAD HALL RENO

This project is 370,000sf renovation project that included infrastructure upgrades of MEP, HVAC, elevators, roof replacement, and window improvements. Renovations to student rooms and bathrooms, as well as improvements to interior passageways and accessibility.

FORD ROUGE MULTI-BILLION **DOLLAR DEVELOPMENT**

This project consisted of revitalization of a 1,100-acre complex. Demolition of buildings and construction of more than 2 million square feet of new facilities & replacement of complex web of utility lines. A new body shop and final assembly building as well,

BMW MANUFACTURING COMPANY

This project is a 70,000sf, \$11.5M expansion at BMW's E-70/71 assembly shop; twp major paint building additions totaling 60,000sf, and a 500,000sf TNS Mils IC2 warehouse addition.



PROJECT TEAM



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT DIX-VERNOR BUSINESS DISTRICT IMPROVEMENT AUTHORITY
- DATE: MAY 29, 2025

Pursuant to Michigan Public Act 57 of 2018 and City Council Resolution Number 12-820-09, the Mayor shall appoint members of the Dix-Vernor Business District Improvement Authority, subject to approval by City Council. Recommendation for the approval of this appointment is made to serve:

Name: Amie Kerek Status: Reappointment Filling a Vacancy for: N/A Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2029 Term Duration: 4 Years Attendance: Regular Phone: (313) 417-6604 Email: abdms5@hotmail.com Mailing Address: 23901 Rockford Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department



TO: CITY COUNCIL

- FROM: MAYOR ABDULLAH H. HAMMOUD
- SUBJECT: REAPPOINTMENT DIX-VERNOR BUSINESS DISTRICT IMPROVEMENT AUTHORITY
- DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Dix-Vernor Business District Improvement Authority in accordance with the provisions of Michigan Public Act 57 of 2018 and City Council Resolution Number 12-820-09.

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

Name: Amie Kerek

Status: Reappointment

Filling a Vacancy for: N/A

Current Term Ending: June 30, 2025

Reappointment Term Ending: June 30, 2029

Term Duration: 4 Years

Attendance: Regular

Phone: (313) 417-6604

Email: abdms5@hotmail.com

Mailing Address: 23901 Rockford Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S.... Learn more



Dearborn Commissions Application

Submission Date

March 25 2025

First Name

Amie

Last Name

Kerek

Phone

+13134176604

Email abdms5@hotmail.com

Home Address

23901 Rockford St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

45

Occupation

Branch Manager

Company

True Community Credit Union

Length of Service

3 years

Business Address 9500 Dix Ave Dearborn MI 48120

Business Telephone Number

517 784-7101

Level of Education

College Degree

Name of Educational Institution & Graduation Year

University of Phoenix, 2008

Commissions & Boards

Dix-Vernor Business District Authority

Why do you want to join this commission?

As the branch manager of True Community Credit Union in the Dearborn Dix area, I'd like to join the commission to contribute to the area's growth and development. I'm passionate about fostering community engagement, supporting local businesses, and addressing the financial needs of residents. Being part of the commission would allow me to directly impact the community by advocating for positive change and ensuring the area continues to thrive and prosper.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF Amie-Kerek.pdf

Submitted on March 25 2025

risaana aa 🖊 monday.com

Amie Kerek

Dearborn, MI 48124

abdms5@hotmail.com

+1 313 417 6604

Adaptable professional with 20 years of experience and a proven knowledge of customer service, management, banking, customer communications, and conflict resolution. Aiming to leverage my skills to successfully fill a Banking Manager position role at your company.

Authorized to work in the US for any employer

Work Experience

Branch Manager

True Community Credit Union May 2022 to Present

Branch Manager with 3+ years of advancement and experience. Coordinate high-quality service to customers, drawing on broad expertise in various bank and loan products. Seasoned leader dedicated to raising employee morale. A background in banking, sales, and branch management. Vast knowledge of revenue generation, business development, finance, regulatory requirements, and general bank operations. Proficient multi-tasker and team leader with superb attention to detail.

Branch Banker II

PNC Financial Services Group-Dearborn, MI

September 2021 to Present

Being the face of my bank presenting a professional, friendly and helpful appearance with every interaction

Work closely with new and existing customers to understand their financial needs and deepen relationships

Provide recommendations and assist customers with a wide array of financial solutions to satisfy their spending, saving, borrowing and investing needs

Help customers bank more efficiently using web, mobile and ATM banking

Acquire new customers through outbound phone checkups and in-store prospecting

Collaborate with your partners in Wealth, Mortgage and Business Banking to help customers with more complex financial needs

Contact customers to schedule time to discuss their personal financial goals

Provide financial education and services to customers to help them fit banking into their everyday lives

Complying with all financial policies and procedures, state and local laws and regulations

Sell our bank's products no matter what type of service you are providing

Teller II

Member Focus Community Credit Union-Dearborn, MI May 2021 to September 2021

• Crossed selling and/or referring Bank products and services to customers based on needs, maximizing profitable relationship.

- Maintained and balanced of the vault and the ATM.
- · Verified and balanced assigned cash drawer.
- Reconciledanydiscrepanciesforassignedcashdrawer.
- · Established new account relationships with new and current customers.

• Identified sales opportunities and referred customers to branch partners in financial services.

• Completed highly accurate, high-volume money counts via both manual and machinedriven approaches.

• Educated customers on use of banking website and mobile apps.

· Answeredcustomerinquiriesregardingaccountbalances, transaction history, services

charges and interest rates.

Teller II

Huntington National Bank-Dearborn, MI December 2019 to April 2021

• Engaging the client by welcoming them warmly with a pleasant demeanor, using the client's name whenever possible

Assisting customers and making clients feel appreciated

• Developing an expert knowledge of our self-service and digital platforms to help customers learn how to complete their banking needs anyway possible

• Exhibiting strong customer service skills, presenting consumer-bank focused products and services while proactively educating clients on utilizing available access channels

· Proactively collaborating with others to help customers

• Helping build relationships with customers by connecting them with team members who can help them address their financial needs

• Ensuring financial transactions are completed accurately and efficiently, while complying with all policies, procedures and regulatory and banking requirements

 \bullet Supporting customers with traditional banking needs and complex service transactions putting the customer's needs at the center of everything

• Providing proactive customer outreach to gauge success and offer new tools to help customers meet their consumer banking and investment goals

Office Management

Quality Auto Sales & Repair-Detroit, MI January 2002 to December 2019

OFFICE MANAGER

Quality Auto Sales & Repair, Detroit , MI

- Establish and maintain relationships with individual or business customers or provide assistance with problems these customers may encounter.
- Manage staff, preparing work schedules and assigning specific duties.
- Review financial statements, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program improvement.
- Check to ensure that appropriate changes were made to resolve customers' problems.
- Determine charges for services requested, collect deposits or payments, or arrange for billing.
- Keep records of customer interactions or transactions, recording details of inquiries, complaints, or comments, as well as actions taken.

Education

Bachelor's in Business

University of Phoenix-Online Campus Present

Associate in Business University of Phoenix-Online Campus January 2006 to June 2009

High school or equivalent

Edsel Ford High School - Dearborn, MI September 1993 to June 1997

Skills

- Scheduling
- Time Management
- Excel
- Sales Experience
- Microsoft Word
- Customer Service
- Cash Handling
- Microsoft Office
- Microsoft Excel
- Payroll
- Data Entry
- Arabic
- Management (10+ years)
- Conflict Management
- Banking
- Mobile Applications
- Financial Services
- Sales
- Process management
- Microsoft Powerpoint
- Bilingual
- Supervising experience
- Leadership
- Business coaching (4 years)
- Financial services
- Time management

Certifications and Licenses

Driver's License

Additional Information

Arabic Speaking Fluently

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - ENVIRONMENTAL COMMISSION

DATE: MAY 29, 2025

Pursuant to the City of Dearborn Code of Ordinance Section 2-416 and City Charter Section 10.9, the Mayor shall appoint members of the Environmental Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Claudia Walters, Ph.D Status: New Appointment Current Term Ending: N/A Appointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: N/A Phone: (313) 467-2076 Email: ckwalter@umich.edu Mailing Address: 3316 Dallas Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - ENVIRONMENTAL COMMISSION

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Environmental Commission in accordance with City of Dearborn Code of Ordinance Section 2-416 and City Charter Section 10.9.

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

Name: Claudia Walters, Ph.D Status: New Appointment Current Term Ending: N/A Appointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: N/A Phone: (313) 467-2076

Email: ckwalter@umich.edu

Mailing Address: 3316 Dallas Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Public Health Department cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S. Learn more



Dearborn Commissions Application

Submission Date

April 23 2025

First Name

Claudia

Last Name

Walters

Phone

+13134672076

Email ckwalter@umich.edu

Home Address

3316 Dallas St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

24

Occupation Teaching Professor

Company University of Michigan - Dearborn

Length of Service

24 years

Business Address 4901 Evergreen Road, Dearborn, MI 48128

Business Telephone Number

n/a

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

Michigan State University, 1997

Commissions & Boards

Environmental Commission

Why do you want to join this commission?

I am interested in switching from the Water Systems Advisory Commission to the Environmental Commission because I believe that with my background as an environmental science instructor I would be better qualified to contribute to the Environmental Commission.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF 4674d4b1a193-...a.pdf

Submitted on April 23 2025

handay.com

Claudia K. Walters, Ph.D.

Teaching Professor Collegiate Lecturer IV Departments of Social Sciences University of Michigan - Dearborn ckwalter@umich.edu

Education

- 2017 GIS Certificate for Professionals, Penn State University, World Campus
- 1997 Ph.D., Geography, Michigan State University
- 1992 M.A., American Studies, Michigan State University
- 1989 Zwischenprüfung, English/Geography, Universität Regensburg

Research and Teaching Interests

Climatology, Physical Geography, Environmental Studies, Cartography, GIS,

Professional Experience

2023-present	Teaching Professor, Social Sciences, UM-Dearborn
2020-2023	Director, Environmental Interpretive Center
2017-2020	GIS Advocate, College of Arts, Sciences, and Letters
2014-present	Collegiate Lecturer III/IV, Social Sciences, UM-Dearborn
2006-2021	Assistant Research Scientist, Social Sciences, UM-Dearborn
2014-2016	Manager, Geospatial Analysis and Mapping Lab, Natural Sciences, UM-Dearborn
2006-2014	Lecturer II, Social Sciences, UM-Dearborn
2002-2006	Visiting Research Investigator / Assistant Research Scientist, Behavioral Sciences,
	UM-Dearborn
2001-2006	Lecturer I/II, Behavioral Sciences, UM-Dearborn
1999-2002	Adjunct Assistant Professor, Geography, Central Michigan University
1997-1998	Visiting Assistant Professor, Geography, Central Michigan University

Teaching Experience

Courses taught at UM-Dearborn:		
Geog 303:	Weather and Climate (formerly Geog/Enst 203)	
Geog/Enst 204: Landforms		
Geog 306:	World Regional Geography (formerly Geog 206)	
Geog 205:	Geography of the U.S.	
Geog 300:	Urban Geography	
Geog 302:	Mapping our World	
Geog/Geol/Esci 305: Introduction to Cartography and GIS (new course)		
Geog 307:	Geography of Europe	
Geog/Enst 320:	Global Climate Change (new course)	
Enst 395:	Seminar in Environmental Issues	
Enst 485:	Seminar on Environmental Topics	
Fnds 3603:	When Nature Strikes Back (new course)	

Award

University of Dearborn - Collegiate Lectureship Award, 2012

Publications

- Tang, Ying, Winkler, J., S. Zhong, X. Bian, D. Doubler, L Yu, and C. Walters (2017). Future changes in the climatology of the Great Plains low-level jet derived from fine resolution multi-model simulations. *Scientific Reports*. DOI: 10.1038/s41598-017-05135-0.
- Yu, L., Zhong, S., Winkler, J.A., Doubler, D.L., Bian, X., Walters, C.K., (2016). The Inter-Annual Variability of Southerly Low-Level Jets in North America. *Int. J. Climatology*. DOI: 10.1002/joc.4708.
- Tang, Y., Zhong, S., Winkler, J.A., Walters, C.K. (2016). Evaluation of the Southerly Low-Level Jet Climatology for the Central United States as Simulated by NARCCAP Regional Climate Models. *Int. J. Climatology*. DOI: 10.1002/joc.4636.
- Doubler, D., Winkler, J.A., Bian, X., Walters, C. K., Zhong, S., (2015). A NARR-Derived Climatology of Southerly and Northerly Low-Level Jets over North America and Coastal Environs. J. Appl. Meteor. Climatol., 54, 1596-1619.
- Walters, C.K., Winkler, J.A., Husseini, S, Keeling, R, Nikolic, J., Keeling, R. (2014). Low-Level Jets in the North American Regional Reanalysis (NARR): A Comparison with Rawinsonde Observations. *J. Appl. Meteor. Climatol.*, **53**, 2093-2113.
- Walters, C.K., Winkler, J.A., Shadbolt, R.P., van Ravensway, J., Bierly, G.D. (2008). A Long-Term Climatology of Southerly and Northerly Low-Level Jets for the Central United States. *Annals Assoc. Amer. Geograph.*, 98, 1-32.
- Walters, C.K., Winkler, J.A. (2001). Airflow configurations of warm season southerly low-level wind maxima in the Great Plains. Part I: Spatial and temporal characteristics and relationship to convection. Wea. Forecasting, 16, 513-530.
- Walters, C.K., (2001). Airflow configurations of warm season southerly low-level wind maxima in the Great Plains. Part II: The synoptic and subsynoptic-scale environment. *Wea. Forecasting*, **16**, 531-551.
- Walters, C.K., Winkler, J.A. (1999). Diurnal Variations in the Characteristics of Cloud-to-Ground Lightning Activity in the Great Lakes Region of the United States. *Prof. Geographer*, **51**, 349-366.

Awarded Research Grants

- "Toward an Improved Understanding of the Characteristics, Processes, and Impacts of Northerly and Southerly Low-level Jets in the Central United States," Total award: \$549,995. PIs Claudia K. Walters (UM – Dearborn \$128,385), J.A. Winkler and S. Zhong (Michigan State University). NSF, 2009-2012.
- "Collaborative Research: A Climatological Analysis of the Variability of Southerly Low-Level Jets and their Relationship to Synoptic-Scale Disturbances," Total award: \$450,000. PIs Claudia K. Walters (UM – Dearborn \$80,600), G.D. Bierly (Indiana State University) and J.A. Winkler (Michigan State University). NSF, 2002-2005.

Supervision of Graduate/Undergraduate Student Assistants

Alec Sparks	Student Res. Asst. on Hub Creative Teaching Fund, Jan – June 2019
Kawthar Abdulkabir	Student Res. Asst. on Grant from Chancellor's office to develop StoryMap for Healthy
	Dearborn Coalition, May – August 2018
Jacob Yesh-Brochstein	Undergraduate Res. Asst. on Hub Creative Teaching Fund Grant, Dec 2018
Kesavan Ravichandran	Student Res. Asst., September 2013 – December 2013.
Mike Hajalie	Student Res. Asst., August 2013.

Ryan Keeling	Undergraduate Res. Asst. on NSF-Sponsored Research Grant, 4/12 – 2/13
Sara Husseini	Undergraduate Res. Asst. on NSF-Sponsored Research Grant, 6/11 – 12/11
Daniel Murphy	Undergraduate Res. Asst. on NSF-Sponsored Research Grant, 9/10 – 4/11
Ed Cable	Student mentor for Geog 203, Winter semester 2010. Sponsored by UM-D CASL.
Heather Caye	Undergraduate Res. Asst on NSF-Sponsored Research Grant, 1/10 – 4/10

Service on Master's (Thesis) Committee

Renato Marimon (Environmental Sciences, UM-Dearborn), completed August 2024 Danielle Mulka (Applied Mathematics, UM-Dearborn), completed April 2021 Aishwary Pawar (Industrial and Manufacturing Systems Engineering, UM-Dearborn), completed April 2020 Nicholas Nalepa (Environmental Science, UM-Dearborn), completed January 2017. Dana Doubler (Geography, Michigan State University), completed December 2013.

Service

SSCI Representative, Faculty Senate 2024-26 At large rep, Social Sciences Department Executive Committee, AYs 2018-19, 2019-20, 2023-present Member, GIS Program Advisory Committee, 2014 - present Faculty Advisor, Student Sustainability Coalition (formerly Climate Action Movement) student organization Water Systems Commission, City of Dearborn, 2022 - present

Alternate CASL At-Large Representative, Faculty Senate 2023-24 Member, Provost Search Advisory Committee, 2019 Member, Dearborn Discovery Core Natural Sciences Category Evaluation Committee, AY 2018-19 Member, UM-Dearborn Distinguished Research Award Committee, AY 2020-21 Member, UM-Dearborn Distinguished Teaching Awards Committee, AY 2017-18, 2019-20 Member, UM-Dearborn Collegiate Lectureship Award Committee, 2013 – 2017 Member, CASL Academic Standards Committee, AYs 2018-19, 2019-20 Member, Environmental Studies Program Committee, 2014 - 2023 Member, Professional Development Committee, Commission for Women, AYs 2018-19, 2019-20 LEO representative, Faculty Senate, AY 2020-21, AY 2021-22, AY 2022-23 Alternate LEO representative, Faculty Senate, AY 2019-20 Member, Environmental Studies Advisory Committee, Schoolcraft College, 2017-20 Reviewer for J. Appl. Meteor. Climatology, J. Climate, Int. J. Climatology, Physical Geography, Wea. Climate, J. Geophys. Res., J. Hydrometeorology

Synergistic Activities

Planning committee, State of the Strait Conference, UM-Dearborn, 11 May 2023 Co-organizer, moderator for multi-organization virtual GIS Day, 2021, 2022 Organizer of annual GIS Day event at UM-Dearborn, 2014-2019

Membership in Professional Organizations

Improving Michigan's Access to Geographic Information Networks (IMAGIN) Association for the Advancement of Sustainability in Higher Education (AASHE)

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Colleen Johnson Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 418-8675 Email: cebjohnson@divinechild.org Mailing Address: 24434 Rockford Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT CITY BEAUTIFUL COMMISSION
- DATE: MAY 29, 2025

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

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

Name: Colleen Johnson Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 418-8675 Email: cebjohnson@divinechild.org

Mailing Address: 24434 Rockford Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

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Dearborn Commissions Application

Submission Date

May 19 2025

First Name

Colleen

Last Name

Johnson

Phone

+13134188675

Email cebjohnson@divinechild.org

Home Address

24434 Rockford St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

9

Occupation Director of Advancement/Attorney

Company Divine Child Catholic Schools

Length of Service

Business Address

1055 N Silvery Lane

Business Telephone Number

3132160893

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

MSU - BA, 2004; Wayne State - Juris Doctor, 2007

Commissions & Boards

City Beautiful Commission

Why do you want to join this commission?

I love our city and I am passionate about keeping it beautiful, clean, sustainable and overall enjoyable for our neighbors and visitors. By creating awareness that your neighbors are noticing and that people do care about the appearance of the properties in our city, promotes a sense of pride in ones residence or business. I do believe our work helps folks take the initiative to clean up their properties. I also enjoy the work we do to recognize and celebrate a variety of holidays within our community. By recognizing this diversity in Dearborn, and involving the community in the celebration, encourages comradery among our neighbors.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

Current member of the Dearborn Hills Civic Association Board

Do you Have a Resume?

No

Description of Professional History

Attorney for 10 years (Worker's Compensation, Family Law & Estate Planning); Director of Advancement (managing fundraising, annual giving, capital campaigns, and special events at Divine Child for 10 years).

Resume

[This question was not answered]

Submitted on May 19 2025

Revenued by <mark>As monday.com</mark>

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - TRAFFIC COMMISSION

DATE: MAY 29, 2025

Pursuant to City of Dearborn Code of Ordinance Section 18-26 and City Charter Section 10.9, the Mayor shall appoint members of the Traffic Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Diana Bazzi Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Appointment Term Ending: June 30, 2025 Attendance: Regular Phone: (313) 574-2097 Email: dianabazzi@yahoo.com Mailing Address: 21529 Garrison Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - TRAFFIC COMMISSION

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Traffic Commission in accordance with the provisions of City of Dearborn Code of Ordinance Section 18-26 and City Charter Section 10.9.

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

Name: Diana Bazzi

Status: Reappointment

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2025

Attendance: Regular

Phone: (313) 574-2097

Email: dianabazzi@yahoo.com

Mailing Address: 21529 Garrison Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Police Department cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 12 2025

First Name

Diana

Last Name

Bazzi

Phone

+13135742097

Email dianabazzi@yahoo.com

Home Address

21529 Garrison St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

45

Occupation Program Management

Company Ford Motor Company

Length of Service

Business Address
[This question was not answered]

Business Telephone Number

[This question was not answered]

Level of Education College Degree

Name of Educational Institution & Graduation Year Wayne State University

Commissions & Boards Traffic Commission

Why do you want to join this commission? I would like to continue to serve my community.

Are you a veteran?

No

Which Branch Did You Serve? [This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF Diana Bazzi_Re...5.pdf

Submitted on May 12 2025

Monday.com

Diana Bazzi



dianabazzi@yahoo.com 313-574-2097

OBJECTIVE

Secure a direct position that will benefit from my vision, technical expertise, engineering discipline, and extensive program management experience at Ford Motor Company.

PROFILE

- An energetic leader with an entrepreneurial spirit and hard nose work ethic.
- An experienced team builder capable of dreaming a vision, developing a strategy, establishing a culture, and fostering a team capable of executing.
- Wide range of experience ranging from research and development, business development, finance, program management and technical writing.
- Strong technical expertise and engineering discipline.
- 20+ years of technical & engineering program management experience in the automotive industry.

EDUCATION

Education, Bachelor of Science

Wayne State University, Detroit, Michigan

PROFESSIONAL EXPERIENCE

Program Management, U71x Platform October 2022 - Present

Product Development, Ford Motor Company, Dearborn, Michigan

- GPDS Timing Analyst Model Years 2025-2028. Create Toolkits and timing documents, manage VPPs for all cross-model year programs, ensuring that Team has access to up to date data.
- Support GPDS Forum's for timing approval in meeting and offline.
- Development and report out of "Swimlanes" which includes a 90-day cross-functional "Lookahead" for all model years, utilized in PST/GEMBA/PAT's.
- Ensuring program PHRs are up to date for weekly Chief/Program Manager report out to Directors/VP.
 - PDL author training ongoing thru 2-2025

xEV Technical Writer, Cyber Calibration Engineering October 2017 – August 2022

Product Development, Ford Motor Company, Dearborn, Michigan

- Development of the HEV Calibration Assembly Line and Calibration Team Guideline to lay out procedures and processes by milestones from program start through productions.
- Develop & publish Calibration guides for all architectures (MHT/Power Split/BEV) in Calipedia. Lead weekly forums with Supervisors/Tech Specs/Calibrators (SMEs) to gather data, ensure ongoing communication and success of deliverables.
- Deliver 33% new/updated Calibration guides annually. Deliverables above target since 2017.
- Update & Manage HEV Calibration Maturity Chart Pro-forma(s), documents to communicate to other functions the control module calibration status.
- Supporting in development and management of HEV DVP (Development Verification Plan).
- Department eGCMT SharePoint Administrator. Managed successful migration of 5 sites to Office 365 in Q3 2020.
- Instrumental in the development, ongoing management of Calibration Health Chart utilized by all architectures daily.
- Create, manage, and facilitate all Department JIRA issues.

Cost Estimating Analyst, Forward Model Program Management June 2016 – October 2017 Product Development Cost Estimating, Ford Motor Company, Dearborn, Michigan

- Track Program OCE deliverables for CX727 and all HEV Programs at 2EC/3EC.
- Identify and resolve issues relating to Program completion and Optimal Cost Estimate process within CE, PD and Purchasing.
- Interface with Upper-Level Management in CE, PD and Purchasing to ensure continued flow of communication thru OCE process.
- Represent CE in PST, Team of 4, and Team of 5 Meetings for assigned Programs.
- Actively involved in BoB (Best of Benchmarking) and DEA analysis, including participating in Design & Supplier Workshops.
- Support PD in development of BoM and creation of Cost Calculation Sheets.
- Lead scrubbing and consolidation of cost calculation sheets.
- Support Enhanced Change Control on GPDS content scale 6 programs.

Program Management Analyst, EDS July 2012 – June 2016

Product Development, Ford Motor Company, Dearborn, Michigan

- Work with wiring design Supervisors in tailoring a Program specific Workplan to track Program GPDS deliverables.
- Host Cross Model Technical Design/ Work planning/DCR/VPP Timing Lookahead Reviews for D&R Team.
- Coordinate with Supplier in the development of a material Rate& Flow plan for each pre-production build. Track deliverables.
- Work with D&Rs to ensure timely print delivery and release.

- Develop Lookahead Workplans for Department use to maintain timely deliverables utilizing Program VPP.
- Responsible for Program part sourcing and development of Attachment 3's.
- Department SharePoint Administrator.

Program Management Analyst, Core Vehicle Integration June 2007 – June 2012 Product Development, Ford Motor Company, Dearborn, Michigan

- Reported monthly to Vehicle Integration Manager on Departmental Budget and allocated headcount for Department based on model formula developed for VI.
- Published weekly Significant Events Calendars and M1DJ/FDJ Plans in SharePoint for utilization by Chiefs, Vehicle Engineering Managers for tracking of upcoming Program Milestones, Build Events, Checkpoint Reviews and VP/Director Drives.
- Instrumental in the development and weekly publication of Vehicle Engineering (VE) Global Commodity Business Planning Calendar (GCBP) which provides the VE Global Team with tracking/scheduling data used by VE and Attributes for upcoming GCBP milestones/events and scheduling changes.
- Responsible for maintaining and tracking all changes/updates to VPPs (Vehicle Production Plans) for all upcoming program/cross model years.
- Maintained and updated staff Roles & Responsibilities and Meeting Charters for Vehicle Engineering Division.

Program Management Analyst – U222/228 Program, Electrical PMT April 2001 – January 2006 Product Development, Ford Motor Company, Dearborn, Michigan

- Managed Electrical Suppliers for the Program to ensure compliance and efficiency.
- Worked with Design/Release engineers, suppliers to identify and update engineering information to resolve electrical concerns, including tracking timely notice release and various WERS issues.
- Represented Program Module Team in Daily Cross Model Year Change Control & Open to Go and AIMs meetings to address material shortage resolution at PDC and MTP.
- Worked with PMT Leader to insure develop Program work plan and monitor timely program progress.
- Collaborated with suppliers and engineers to ensure that all requirements were met in a timely manner for eFDVS (Federal Deviation Verification Systems).
- Held weekly status meetings for all open electrical issues with D&R Engineers and Electrical Suppliers at MTP and PDC.

Program Management Analyst – U152/231 Program, Electrical PMT November 1999 – April 2001 Product Development, Ford Motor Company, Dearborn, Michigan

- Interfaced with PMT Leaders to prioritize engineering issues and workload for resolution of open concerns.
- Represented Electrical PMT in daily Change Control, Open to Go and, AIMS meetings.
- Commuted between Dearborn, St. Louis, and Louisville Assembly Plants during U152 Launch.
- Developed PowerPoint presentations for Department meetings with Directors and VPs.

COMPUTER SKILLS

- Proficient with website development tools, including file-sharing and e-rooms.
- Microsoft Office Suite, Ford Motor Company Application AVBOM, AIMS, CALIPEDIA, CPARS, CQIS, GRCT, JIRA, PDL, WERS



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - LIBRARY COMMISSION

DATE: MAY 29, 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: Gerilyn Biggs Status: Reappointment Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 213-5683 Email: gerimot@gmail.com Mailing Address: 1651 Walnut Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Library cc: Law Department



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - LIBRARY COMMISSION

DATE: MAY 29, 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: Gerilyn Biggs Status: Reappointment Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 213-5683 Email: gerimot@gmail.com Mailing Address: 1651 Walnut Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Library cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

April 03 2025

First Name

Geri

Last Name

Biggs

Phone

+13132135683

Email gerimot@gmail.com

Home Address

1651 Walnut St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

29 years

Occupation

Retired school social worker

Company

Plymouth-Canton Community Schools

Length of Service

19 years

Business Address [This question was not answered]

Business Telephone Number

[This question was not answered]

Level of Education Master Degree

Name of Educational Institution & Graduation Year

U of M 1992

Commissions & Boards

Library Commission

Why do you want to join this commission?

I feel strongly that a community's strength is measured by its library system. It's the invitation to learning about all things for everyone

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

See attached resume

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

DOCX Copy of Resume....docx

Submitted on April 03 2025

Constant of the monday.com

Gerilyn K. Biggs

1651 Walnut Street Dearborn, MI 48124 cell (313) 213-5683

Volunteer Objective: To extend my volunteer experiences, utilizing my career and current volunteer and life experiences, to serve the city and citizens of Dearborn utilizing my expertise and experiences in a volunteer capacity

Education

1975 Bachelor of Science Degree: Marygrove College, Detroit Major: Biology and Sociology, Social Work Program; Minor : Chemistry

1992 Masters Degree in Social Work: University of Michigan, Ann Arbor Concentration on Interpersonal Practice, with a Community Organization secondary focus; Completions of requirements for school social work

Work Experiences

1997-2016 Plymouth-Canton Community Schools

School Social Worker: Participated in special education evaluations, child study meetings, support meetings with parents,facilitated/ co-facilitated groups with students for socialization, socio-emotional concerns, utilizing adventure-based strategies as well as others, provided crisis intervention support, support to alternative education/special education students, meetings with support staff and private therapists, home intervention as required. Provided support to between 3 and 5 schools throughout my tenure.

1993-1997 School District of the City of River Rouge

School Social Worker: New position developed to assist students identified for compensatory education. Co-facilitated groups with parents, students utilizing- adventure based and traditional counseling. Conjointly planned workshop on HIV/AIDS, community resources, parenting classes, and assisted with the D.A.R.E. program. Participated in a special education evaluation.

1992-1993 Community Care Services - Taylor, MI

Provided counseling as an **emergency service worker r**eferral, and support services to individuals experiencing short-term and longer term mental health problems at risk of hospitalization as well as **case management services** to mental health clients (temporary position).

1991-1992 Monroe County Intermediate School District - Monroe, MI

School Social Field Placement: See previous school responsibilities above including working with students and staff to develop a community directory

1985-1991 Community Care Services (address above)

Worked as **case manager** for mental health clients, **intake worker** to determine service eligibility, **hospital liaison** to facilitate mental health services for patients exiting the hospital within the community, and **ACT (Assertive Community Treatment Worker)** providing in-home and outreach support to mental health clients within the community.

1980-1982 Children's Hospital of Michigan

Social Work Discharge Planner: Provided discharge planning services for home, facilities, court orders for treatment, chart review in suspected abuse/neglect cases, and crisis support.

1977-1980 Children's Aid Society - Detroit, MI

Child Sexual Assault Therapist: Provided family, group, and individual counseling for victims of child sexual assault. Functioned as a liaison between the school, courts, as well as community education.

1975-1977 Family and Neighborhood Services - Inkster, MI

Case Worker: Provided family, group, and individual counseling for mentally ill adults as well as liaison services.

License - Master's Social Worker - Clinical and Macro #6801011482

Other Experiences

Childbirth Educator Volunteer Rape Counselor Selective Service Board Member Sunday School Leder(children and adults) Vacation Bible School Teacher PTA/PTSA volunteer (hospitality), Girl Scout Cookie Sale Co-chair Campaign volunteer (present) Dearborn Democratic Club - Exec. Board (present), Police Oversight Committee (past) DDHLWV - Board member (present) WWNAACP- PEC committee (present), Executive Committee Board member Voters Not Politicians - Clerk Engagement representative (present), Dearborn-Dearborn Heights team captain - past AAUW member Dearborn Library Commission - since 2022

Award

Precinct Delegate of the Year - 2024 - 12th Congressional District Democrats

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Janelle Powers Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (989) 745-1286 Email: Jlpowers720@gmail.com

Mailing Address: 24737 Notre Dame Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

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

Name: Janelle Powers Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (989) 745-1286 Email: Jlpowers720@gmail.com Mailing Address: 24737 Notre Dame Street, Dearborn, MI, 48124

_ _ _ _ _ _ _ _ _ _ _

Respectfully submitted,

Abdullah H. Hammoud Mayor

The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

March 08 2025

First Name

Janelle

Last Name

Powers

Phone

+19897451286

Email

Jlpowers720@gmail.com

Home Address

24737 Notre Dame St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

12

Occupation

Customer Service

Company

Greko Printing

Length of Service

3 years

Business Address

260 Ann Arbor Rd

Business Telephone Number

+1 734-724-6985

Level of Education University Degree

Name of Educational Institution & Graduation Year Central Michigan University - 2013

Commissions & Boards City Beautiful Commission

Why do you want to join this commission?

I am already a commissioner.

Are you a veteran? No

Which Branch Did You Serve? [This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service?
[This question was not answered]

Memberships, Civic Activities, and Awards Received [This question was not answered]

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF Janelle Powers...4.pdf

Submitted on March 08 2025

/ monday.com

JANELLE POWERS

24737 Notre Dame Dearborn MI 48124 989.745.1286 Jlpowers720@gmail.com

Objective

Dynamic and results-driven professional seeking a role in sales and marketing to leverage my strong background in event management, client relations, and strategic engagement for the benefit of organizational growth.

EXPERIENCE

JULY 2024 to Present

DISTRICT AMBASSADOR: EVENTS & ENGAGEMENT: State Street District- Ann Arbor

Responsibilities include: representing the State Street District in the implication of monthly events including the Ann Arbor Art Fair and actively works to build relationships and engagement within that community, often by promoting initiatives, gathering feedback, and fostering connections with local residents and businesses.

MARCH 2023 to Present CLIENT RELATIONS, Greko Printing

Responsibilities include: Answering customer inquiries, resolving complaints, processing orders, providing product information, managing customer accounts, troubleshooting technical issues, following up with customers, and ensuring customer satisfaction, often through phone, email, or chat interactions, while maintaining a high level of product knowledge and adhering to company policies.

OCTOBER 2020 to Present

CELEBRITY GUEST LIAISON- The Arnold Classic

Responsibilities include: acting as the primary point of contact for celebrity guests at an event or venue, managing their signing schedules, needs, and expectations throughout their stay, including appearances, and ensuring a smooth and positive experience while maintaining confidentiality and professionalism

NOVEMBER 2019 to SEPTEMBER 2024

EVENTS MARKETING DIRECTOR- ESCOT Youth Development

Responsibilities include: overseeing all logistical aspects of an event, ensuring its smooth execution by managing planning, coordinating vendors, supervising staff, and guaranteeing that every operational detail is carried out according to the event plan, all while staying within budget and schedule

Volunteering

MAY 2022 to present Clty of Dearborn Clty Commissioner:

Appointed by the Mayor and confirmed by the City Council to promote the beautification of Dearborn, Michigan. The commission's mission is to improve the city's appearance and generate public interest in beautification efforts.

June 2018 to June 2020

Volunteer Coordinator- Crash Detroit

Responsible for the coordination and scheduling of volunteers for the event. Responsible for the procurement of volunteers using multiple outlets including social media and other grassroots campaigns.

Education

August 2014 Bachelor of Science, Central Michigan University Emphasis in Psychology.

Skills Proficient – Microsoft and Google Operating Systems. Self-starter. Coordination and planning with Convention Centers and Outdoor venues in Comic Industry and other genres of Conventions.

Achievements

Did cost analysis on purchasing programs and tactics at Better Health. Cost effective marketing campaigns that were effective in product exposure with Caprice Brands.

Developed team member incentive programs for Kiwi Hospitality.

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Janet Damian Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 706-0666 Email: jdamianp@gmail.com Mailing Address: 3036 Syracuse Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT CITY BEAUTIFUL COMMISSION
- DATE: MAY 29, 2025

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

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

Name: Janet Damian Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 706-0666

Email: jdamianp@gmail.com

Mailing Address: 3036 Syracuse Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

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Dearborn Commissions Application

Submission Date

April 01 2024

First Name

Janet

Last Name

Damian

Phone

+13137060666

Email jdamianp@gmail.com

Home Address

[This question was not answered]

Years of Residency in Dearborn

60

Occupation

retired (formerly hospital admin)

Company

Numerous hospitals and physician practices 1976 - 2006

Length of Service

[This question was not answered]

Business Address

[This question was not answered]

Business Telephone Number

[This question was not answered]

Level of Education College Degree

Name of Educational Institution & Graduation Year University of Michigan Dearborn 1997

Commissions & Boards City Beautiful Commission

Why do you want to join this commission?

[This question was not answered]

Are you a veteran? No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received

City Beautiful Commissioner 2022 to present, Chair of schools committee 2023 to present. Eastern Market Volunteer of the Year award 2015. Detroit Kitchen Connect Food Lab Recognition 2014 (re: founding and managing commercial and soup kitchen SW Detroit). Urban Roots Course Graduate - Keep Growing Detroit, 2013. Master Rain Gardener, Friends of the Rouge, 2022

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF Janet Damian C...l.pdf

Submitted on April 02 2024

nonday.com

April 1, 2024

Dear Mayor Hammoud,

I am seeing reappointment to City Beautiful Commission effective 2024. Since my initial appointment in 2022, I have participated in the following:

- Implementation of residential native and rain gardens as part of Residential Standard of Excellence recognition

- City Beautiful Schools chair 2023 to present

- Consult with Ms. Saana Noureddine at Lowrey school regarding implementation of a rain garden and rain catchment system in their garden area.

- Consult with Ms. Susan Stanley at Salina School regarding gardening and tree planting projects
- Consult with Ms. Morgan Potter at EFHS regarding renovation of the abandoned courtyard & possible field trips to DPW garden / bee hives
- Consult with Mr. James Foss at DPW yard regarding the garden and orchard planted there.
- School Gardener volunteer with Ms. Abeer Savage at OL Smith Middle School since 2021
 Work with teacher and students in all aspects of school gardening including tree planting

As a lifelong gardener and trained urban and master rain gardener, I have spent my retirement volunteering at a number of projects both in SW Detroit and Dearborn since 2010. I love nature, trees, gardening, and working with adults and children.

I joined City Beautiful Commission originally because I wished to be more involved in sustainability and the "greening of Dearborn". I have learned though that City Beautiful does not have a major focus on these objectives. However, as Schools chair, I am able to engage with students and teachers and do what I can to instill in them a love for the natural world whether it is via gardens, trees, native plants, management of rainwater, and basic sustainability in living in our natural world. Even though we are located in an urban area, with the natural areas and Rouge River watershed, there is plenty of nature to interact with and appreciate.

It has been an honor to serve and I hope that my participation will be extended for another term.

Thank you, Janet Damian

313-706-0666 jdamianp@gmail.com **OFFICE OF THE MAYOR**



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: MAY 29, 2025

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: John Sczomak Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (248) 496-6885 Email: <u>bulldog813@aol.com</u> Mailing Address: 23850 Buckingham Street, Dearborn, MI 48128

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: REAPPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: MAY 29, 2025

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: John Sczomak Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (248) 496-6885 Email: bulldog813@aol.com Mailing Address: 23850 Buckingham Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

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Dearborn Commissions Application

Submission Date

May 21 2025

First Name

John

Last Name

Sczomak

Phone

+12484966885

Email bulldog813@aol.com

Home Address

23850 Buckingham St, Dearborn, MI 48128, USA

Years of Residency in Dearborn

46

Occupation

Retired administrator/Licensed Psychologist

Company

Neighborhood Service Organization

Length of Service

42 years

Business Address

882 Oakman

Business Telephone Number

313-961-4890

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

Wayne State University 1989

Commissions & Boards

Parks & Recreation Commission

Why do you want to join this commission?

I have served on the Parks and Recreation Commission for 19 years. I want to be a part of Dearborn being a thriving, active community in both sport and cultural arts.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

American Psychological Association Michigan Psychological Association Gerontological Society of America Many work-related awards Volunteer of the Year - Mayor's Arts Awards Recreation Commissioner of the Year 3 X President of the Players Guild of Dearborn. Multiple board positions and current Treasurer American Association of Community Theatres Community Theatre Association of Michigan 4th Degree Black Belt - Tang Soo Do

Do you Have a Resume?

No

Description of Professional History

Psychologist, Supervisor, Clinical Director for 42 years, primarily in non-profit mental health sector. Primary field of interest was Geriatrics. General private practice for 12 years. During undergrad worked as Security Investigator for JL Hudson Co.

Resume

[This question was not answered]

Submitted on May 21 2025

rianees the 🍊 monday.com

Resume

John Sczomak 23850 Buckingham Dearborn, MI 48128 (248)-496-6885 jsczomak@nso-mi.org bulldog813@aol.com

Education

Doctor of Philosophy – Educational and Clinical Psychology. Wayne State University. 1989

Master of Science – Clinical Psychology. Eastern Michigan University. 1978

Bachelor of Arts – Honors and Distinction in Psychology. Wayne State University. 1976

Experience

Reviewer - 1/20 to 7/21. Reviewed clinical documentation and provide feedback to NSO staff.

Unit Director – Neighborhood Service Organization Older Adult Services. (Detroit, Michigan). 1/2016 to 12/19.

Provide supervision and oversight for approximately up to 150 employee unit of a large non-profit. Responsible for clinical activities, personnel issues and fiscal management. Reported to Chief Operating Officer.

Assistant Unit Director – Neighborhood Service Organization-Older Adult Services. (Detroit, Michigan) 1/2003 to 1/2016

Provide supervision and oversight for approximately 150 employee unit of a large non-profit. Responsible for clinical activities, personnel issues and fiscal management. Reported to Unit Director.

Clinical Coordinator – Neighborhood Service Organization – Older Adult Services. (Detroit, Michigan) 1/1985 to 1/2003

Provide clinical supervision and management of approximately 30 staff providing a variety of clinical activities. Responsible for managing Utilization Review Program.

Supervisor – Neighborhood Service Organization – Older Adult Services (Detroit, Michigan) 1/1983 to 1/1985

Psychologist – Neighborhood Service Organization (Detroit, Michigan) 10/78 to 1/1983

Student Assistant (part time) - Northville State Hospital 1/1976 to 10/1978.

Private Psychological Practice (Bloomfield Hills) 1/1991 to 1/2006

Provide assessment and therapy for children and adults in both clinic-based and solo practice setting.

Security Investigator – J.L. Hudson Company – 2/73 – 4/75.

Licensure

Licensed Psychologist (State of Michigan) 8/1991 to present Licensed Master's Social Worker (State of Michigan) 4/1990 to present

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OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Kimberly Field Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 598-7138 Email: kfieldstudio@gmail.com Mailing Address: 1524 Dacosta Street, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT CITY BEAUTIFUL COMMISSION
- DATE: MAY 29, 2025

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

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

Name: Kimberly Field

Status: Reappointment

Current Term Ending: June 30, 2025

Filling a Vacancy for: N/A

Term Duration: 3 Years

Reappointment Term Ending: June 30, 2028

Attendance: Regular

Phone: (313) 598-7138

Email: kfieldstudio@gmail.com

Mailing Address: 1524 Dacosta Street, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

April 29 2025

First Name

Kimberly

Last Name

Field

Phone

+13135987138

Email kfieldstudio@gmail.com

Home Address

1524 Dacosta, Dearborn, MI 48128, USA

Years of Residency in Dearborn

43

Occupation interior designer

Company kimberly field studio

Length of Service 39 years

Business Address

Business Telephone Number

3135987138

Level of Education

University Degree

Name of Educational Institution & Graduation Year

University of Michigan - Ann Arbor 1985

Commissions & Boards

City Beautiful Commission

Why do you want to join this commission?

I have been on this commission since 1986 and am proud of the work we do for the city and its residents. I bring a wealth of historical perspective and aesthetic knowledge to the position. I would love to continue to serve as the commission improves and evolves.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

City Beautiful Commission Past Chairman Past Vice Chairman Past Chairman Business Committee Past Chairman Neighborhood Pride Committee Past Chairman Schools Committee Dearborn Education Foundation Former Board Member Served on Several Citizen Planning Commission Task Forces Mother of 4 - Numerous PTO, Civic, Sports Committees

Do you Have a Resume?

No

Description of Professional History

1985- Bachelor of Fine Arts Degree University of Michigan Ann Arbor 1985-1987 -William Kessler and Associates - Interior Designer 1987-1993 - William Kessler and Associates - Director of Interior Design 1994-current - Kimberly Field Studio - Interior Design

Resume

[This question was not answered]

Submitted on April 29 2025

nonday.com

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ENVIRONMENTAL COMMISSION

DATE: MAY 29, 2025

Pursuant to the City of Dearborn Code of Ordinance Section 2-416 and City Charter Section 10.9, the Mayor shall appoint members of the Environmental Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Machhadie Assi Status: Reappointment Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Filling a Vacancy for: N/A Term Duration: 3 Years Attendance: Regular Phone: (313) 358-6167 Email: machhadie.assi@gmail.com Mailing Address: 7602 Pinehurst, Dearborn, MI, 48126

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Public Health Department cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ENVIRONMENTAL COMMISSION

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Environmental Commission in accordance with City of Dearborn Code of Ordinance Section 2-416 and City Charter Section 10.9.

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

Name: Machhadie Assi Status: Reappointment Current Term Ending: June 30, 2025

Reappointment Term Ending: June 30, 2028

Filling a Vacancy for: N/A

Term Duration: 3 Years

Attendance: Regular

Phone: (313) 358-6167

Email: machhadie.assi@gmail.com

Mailing Address: 7602 Pinehurst, Dearborn, MI, 48126

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Public Health Department cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 11 2025

First Name

Machhadie

Last Name

Assi

Phone

+13133586167

Email machhadie.assi@gmail.com

Home Address

[This question was not answered]

Years of Residency in Dearborn

[This question was not answered]

Occupation

consultant

Company[This question was not answered]

Length of Service [This question was not answered]

Business Address
[This question was not answered]

Business Telephone Number

[This question was not answered]

Level of Education University Degree

Name of Educational Institution & Graduation Year

University of Michigan Dearborn

Commissions & Boards

Environmental Commission

Why do you want to join this commission?

I'm passionate about promoting sustainable, community-driven solutions and believe the Environmental Commission offers a meaningful way to contribute to policies that protect our environment and improve public health. I'd also like to help make environmental information more accessible and understandable to the public to encourage broader engagement

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

Please See attached resume

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF MayMachhadie_M...e.pdf

Submitted on May 11 2025

monday.com

Machhadi e Assi

Contact

Address Dearborn, USA 48126

Phone (313) 358-6167

E-mail machhadie.assi@gmail.com

Skills

- Legislative Affairs & Advocacy
- Strategic Planning & Communications
- Procedure & Policy
 Development
- Facilitation and Training
- Stakeholder Engagement
- Team & Operations
 Management
- Policy Analysis
- Government Relations
- Campaign Strategy
- Cross-Sector Collaboration
- Process Improvement

Experienced cross-sector public service leader with a decade of proven management in statewide public health coordination, crisis response programs, behavioral advocacy, and staff development. Adept at overseeing large teams, coordinating across government agencies, and directing complex community support services. Successfully led clinical outreach during the Flint Water Crisis, directed large-scale pandemic relief operations across seven Michigan counties, and supervised cross-disciplinary teams in education, behavioral health, and equity-based interventions. Skilled in navigating interagency partnerships, supervising staff training and development, and fostering inclusive, trauma-informed care environments aligned with state-level program goals.

Work History

- 2024-12 -
- Current
- 2023-04 -
- 2024-12

City of Dearborn, Dearborn, USA

Office Manager / Senior Staff

Michigan House Democratic Caucus - Democratic Communications, Lansing, USA

Environmental Commissioner | Vice Chair

- Developed accessible summaries, talking points, and press materials to communicate the budgetary and legislative impact of House-passed bills to the public and stakeholders.
- Co-Led strategic communications and fiscal planning for the Michigan House Democratic Caucus for the Communication Department managing a 20-person team and department budget to support cohesive messaging on major policy issues and state funding priorities.
- Collaborated with Data analysts, policy staff, and legislators to align external communications with the Michigan state budget process, including high-profile initiatives and budget wins.
- Represented the caucus in cross-agency meetings and coordinated messaging across departments and external events to reinforce legislative and fiscal objective

2023-01 -2023-03

Constituent Services Director

Michigan House of Representatives, Lansing, USA

- Liaised with state agencies to resolve constituent issues with legislative implications.
- Analyzed bill impact on constituents and broke down complex issues into clear concise language that constituents can understand.
- Engaged with community organizations , businesses & constituents to understand their needs and concerns.

Campaign Manager

2022-03 -2022-11

2019-11 -2022-11 Campaign for State Representative Erin Byrnes, Dearborn, USA

- Developed campaign messaging rooted in policy priorities and budget concerns.
- Executed stakeholder engagement strategy involving labor, advocacy, and grassroots organizations.
- Managed campaign team and volunteer network, leading to a 67% victory margin.

Victim Advocate - Flint Water Crisis Criminal Prosecution

Michigan Attorney General's Office, Detroit/Flint, USA

- Designed and implemented victim intake tools to help identify and connect crisis-impacted individuals with appropriate state and local resources.
- Participated in multi-agency meetings involving MDHHS, the Governor's Office, and legal teams to coordinate public communication around the Flint Water Crisis, connecting policy updates to actionable outcomes for constituents.
- Reviewed medical documentation and compiled investigative summaries to support assistant attorney generals and special agents in prosecution.
- Maintained consistent communication with victims and community members to provide updates and gather case-relevant information.
- Supported evidence collection and documentation processes for pending cases, contributing directly to case-building efforts.



Project Manager

Peace Tech Lab, Michigan, USA

- Initiated and managed the 'Road to Equal Justice' Michigan conference, creating a model later adopted nationwide.
- Oversaw full project development within three months, managing recruitment, logistics, and budgeting with a focus on social justice and DEI.
- Recruited diverse speakers and 13 expert trainers to enhance the quality and impact of workshops and advocacy sessions.
- Managed and coordinated a diverse network of 145 staff, volunteers, vendors, and activists across 14 nonprofit organizations, enhancing interorganizational collaboration and impact.

Director of Operations

Michigan Muslim Community Council (MMCC), Michigan, USA

- Directed COVID-19 crisis response, coordinating statewide community center partnerships across 7 Michigan counties.
- Led strategic planning, event management, and cross-sector engagement.
- Built alliances with federal and state partners including USAID.

Investigator / Paralegal

2019-11

2017-10 -

2018-02 -

2021-01

2021-10 -

2022-01

Washtenaw County Public Defender's Office, Ann Arbor, USA

- Advised defendants on their rights and assisted them in securing legal representation, including for juvenile, misdemeanor, and narcotics cases.
- Conducted client interviews and gathered critical case information to support effective legal defense.
- Maintained organized and detailed case files, coordinated court schedules, and managed evidence.
- Facilitated clear communication between attorneys, clients, and witnesses to improve case outcomes.

Education

Criminal Justice and Biological Sciences

University of Michigan - Dearborn - Dearborn, MI

- 150+ credits completed
- Developed foundational research and analytical skills through rigorous coursework in biological sciences, including lab-based data analysis, scientific reporting, and evidence evaluation-skills that directly support data-driven decision-making, legal research, and systems-level analysis in public policy roles.

2016-06

Law & Criminal Justice Professional Fellowship Track

The Washington Center - Washington, D.C.

Leadership Community Engagement

President, MAPS Michigan (Muslim Americans in Public Service) | Appointed 2024 – Present

- Leading the establishment and statewide launch of the Michigan chapter of MAPS, a national nonpartisan organization supporting Muslim Americans in public service.
- Recruited and appointed key leadership roles including Vice President, Secretary, and Communications Chair.
- Driving membership growth across Michigan among Muslim-identifying public servants in government, law, education, and advocacy.
- Facilitating statewide engagement initiatives and partnerships to strengthen leadership pipelines and civic participation within the Muslim American community.

Awards Recognition

• Arab America 40 Under 40 (2023)



- University of Michigan Difference Maker (2017)
- Sgt. Vincent J. Bell Service Award (2022)
- Voice of the Voiceless, The Washington Center (2023)
- NPNA (National Partnerships for New Americans) Arab American Leader (2023)

Professional Affiliations Leadership

- Democracy Risings, Democracy Transformation Project, National Fellow, 2024-2026
- GLPA Great Lakes Political Academy, New American Leader Alumni
- Civic Engagement Chair, Dearborn Heights Mosque
- Board of Directors, Arab American Women United

Project High Scale Event Leadership

- Road to Equal Justice Conference, Initiated, managed, and executed a statewide DEI-focused conference that served as a national model; oversaw all aspects of planning, budgeting, speaker recruitment, and cross-sector coordination.
- Michigan Muslim Capitol Day, Organized civic advocacy day for 500+ attendees to engage with lawmakers; developed training curriculum and coordinated legislative meetings.
- Special Emergency Flood Assistance Town Hall, Led crisis response projects requiring intergovernmental coordination and funding justification, including FEMA and MDHHS emergency aid events serving over 600 families.
- State of the State Communication Coordination (2024), Co-organized key logistics and communications strategy for Michigan's State of the State event under the House Democratic Caucus.
- Congress 101, Government 101 and SBA Innovation Events, Designed and moderated high-impact community education and federal engagement sessions featuring White House and SBA officials.

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Mary Ann Lawler Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 790-9516 Email: maryannlawler@yahoo.com Mailing Address: 23438 Fordson Drive, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT CITY BEAUTIFUL COMMISSION
- DATE: MAY 29, 2025

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

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

Name: Mary Ann Lawler Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 790-9516 Email: maryannlawler@yahoo.com

Mailing Address: 23438 Fordson Drive, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

March 07 2025

First Name

Mary Ann

Last Name

Lawler

Phone

+13137909516

Email maryannlawler@yahoo.com

Home Address

23438 Fordson Dr, Dearborn, MI 48124, USA

Years of Residency in Dearborn

32 years

Occupation

Social Worker

Company

Assured Family Services

Length of Service 20 years

Business Address 7310 Woodward, Detroit, MI 48202

Business Telephone Number

313-896-1444

Level of Education Master Degree

Name of Educational Institution & Graduation Year University of Michigan - Ann Arbor 1995

Commissions & Boards City Beautiful Commission

Why do you want to join this commission? I have served on the City Beautiful Commission since 2017

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received

IRS Taxpayer Advocacy Panel volunteer 2004-2007 and 2024 to present City of Dearborn CBC Member 2017-present Belle Isle Conservancy Volunteer 2019-present

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF MAL Resume 3.24.pdf

Submitted on March 07 2025

nonday.com

Mary Ann Lawler, LMSW, MPH

maryannlawler@yahoo.com

313-790-9516 (Work)

EDUCATION

Master of Social Work and Master of Public Health, University of Michigan, Ann Arbor, MI

Bachelor of Arts, Michigan State University, East Lansing, MI

PROFESSIONAL EXPERIENCE

Quality Assurance Director

Assured Family Services (AFS) / Juvenile Assessment Center (JAC), Detroit, MI

Manage the quality assurance/quality improvement activities and program evaluation of all departments. Additional duties include developing policies and procedures to ensure that services are provided in compliance with the Michigan Mental Health Code and Federal and local regulations; oversight of grant writing projects; maintaining agency accreditation with COA; coordination of a health, safety and risk management activities: management of staff credentialing and coordination of the JAC's participation in research activities.

Senior Assessment Specialist

Juvenile Assessment Center (JAC), Detroit, MI

Responsible for completing clinical social history assessments for adolescents adjudicated through the Wayne County Juvenile Justice System. Duties include conducting thorough clinical assessments by interviewing youth and family members; integrating psychological and psychiatric information; and creating recommendations for services compiled into reports sent to the Court and organizations that supervise the adjudicated youths.

Administrative Supervisor / Program Specialist

Southwest Solutions (formerly Southwest Counseling and Development Services and Southwest Detroit CMHS, Inc.)

Managed executive administrative operations. Developed and implemented agency policies and procedures in compliance with federal, state and local regulations. Coordinated the management and implementation of all service contracts. Coordinated clinical and administrative quality improvement initiatives, CARF accreditation and grant application and licensing preparation. Performed the roles and duties of Corporate Compliance Officer, Deputy HIPAA Privacy Officer and Alternate Recipient Rights Advisor. Created and provided monthly staff development and employee orientation presentations.

Clinical Supervisor

February 1995 – October 1998

October 1992 – February 1995

October 1998 – October 2004

Southwest Detroit CMHS, Inc.

Provided direct clinical and administrative supervision to 12 therapists and case managers in the Adult Outpatient Services program. Responsible for staff productivity. quality assurance and clinical interventions provided to 600 adults in outpatient psychiatric and dual diagnosis programs. Participated on several agency committees and initiatives to prepare the organization for operating in a managed care environment.

Clinician/Case Manager

Southwest Detroit CMHS, Inc.

Provided clinical case management, psychoeducational and therapeutic services to a caseload of 60 adults with severe mental illnesses and substance abuse diagnoses within a treatment team model.

CREDENTIALS

Licensed Social Worker - State of Michigan, #6801085103 Clinical and Macro

313-359-3320 (Home)

June 2011 – Present

Julv 2005 – June 2011

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - DISABILITY CONCERNS COMMISSION

DATE: MAY 29, 2025

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

Name: Mona Alaouie Status: Reappointment Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: Regular Phone: (313) 377-2776 Email: msmona22@hotmail.com

Mailing Address: 5667 Kenilworth Street, Dearborn, MI, 48126

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations Department cc: Law Department OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - DISABILITY CONCERNS COMMISSION

DATE: MAY 29, 2025

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

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

Name: Mona Alaouie Status: Reappointment Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: Regular Phone: (313) 377-2776 Email: msmona22@hotmail.com Mailing Address: 5667 Kenilworth Street, Dearborn, MI, 48126

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations Department cc: Law Department

The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 21 2025

First Name

Mona

Last Name

Alaouie

Phone

+13133772776

Email

msmona24@gmail.com

Home Address

5667 Kenilworth St, Dearborn, MI 48126, USA

Years of Residency in Dearborn

40

Occupation Teacher?Director

Company

Childrens Garden

Length of Service

Business Address

12720 Ford rd Dearborn, Mi 48126

Business Telephone Number

313-584-4649

Level of Education

Master Degree

Name of Educational Institution & Graduation Year

Wayne State University

Commissions & Boards

Disability Concerns Commission

Why do you want to join this commission?

Advocating and supporting individuals with special needs is both a professional, and personal mission of mine.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

DOCX RESUME 2024.docx

Submitted on May 21 2025

/ monday com

Mona Alaouie

5667 Kenilworth Dearborn, MI 48126 (313) 377-2776 msmona22@hotmail.com

Professional objective

To contribute, learn, and collaborate with the community to make a difference.

Education

Associates Degree in Liberal Arts, Henry Ford Community College, May, 2004 Passed Basic Skills Exam

Bachelor's degree in Elementary education, with a concentration in Early Childhood. Wayne State University 2020

Work Experience

Preschool Lead Teacher Assistant 2019-present Kreative Kids P I S F

Kreative Kids R.I.S.E.

- Organized, and created activities and lessons for children ages four years of age focused on the Highscope curriculum
- Created and implemented a curriculum to help promote physical, mental, and social development
- Plan and develop activities according to specific developmental stages and needs
- Created and published monthly newsletters with units related to learning in the classroom
- Plan and coordinate family engagement activities and events in order to foster teacher-family relationships
- Created daily lesson plans, and implemented lessons with modifications for individual students' levels
- Observed and documented children's behaviors and abilities on a daily basis
- Assessed children using COR on their academic, fine-motor and social emotional growth
- Communicate progress and daily activities with parents and members of leadership
- Planned field trips and hands-on experiences for students based off of monthly themes to make learning relatable
- Provided after school support and help for families, and students
- Maintain classroom management by creating different behavior plans and implementing them.
- Displayed children's work by creating a creative board outside of the classroom.
- Provide children with a safe and healthy environment
- Worked with team members, and assistants to plan school wide events

Preschool Lead Teacher 2016-2018 WISE Academy

- Organized, and created activities and lessons for children ages three-four years of age
- Created and implemented a curriculum to help promote physical, mental, and social development
- Plan and develop theme-based curriculum and activities according to specific developmental stages and needs
- Created and published monthly newsletters with themes related to learning in the classroom
- Plan and coordinate family engagement activities and events in order to foster teacher-family relationships
- Created daily lesson plans, and implemented lessons with modifications for individual students' levels
- Observed and documented children's behaviors and abilities on a monthly basis
- Assessed children monthly on their academic, fine-motor and social emotional growth
- Communicate progress and daily activities with parents and members of leadership
- Planned field-trips and hands-on experiences for students based off of monthly themes to make learning relatable
- Provided after school support and help for families, and students
- Maintain classroom management by creating different behavior plans, and implementing them.
- Displayed children's work by creating a creative board outside of the classroom.
- Provide children with a safe and healthy environment
- Worked with team members, and assistants to plan school wide events

Preschool/Kindergarten Assistant Teacher 2018-2019

Children's Montessori Center-Allen Park

- Assist lead teacher in lesson delivery and presentation
- Administer behavior of students to create a safe classroom environment
- Monitor students' behaviors, and intervene with behavior plans customized for each individual child
- Create a nurturing, helpful, and compassionate environment for the children
- Create lesson plans targeted for children three years of age
- Assess, and review basic sounds and numbers for children in need
- Responsible for nap room, and making sure to provide a safe, calm atmosphere for children
- Record, and ensure every child is napping according to their parents' preferences
- Maintain a clean, safe, and thoroughly organized classroom
- Create and implement age appropriate activities
- Implement the Montessori philosophy during work cycles
- Care for a child's basic needs such as toileting, washing hands, and snack prep.

Cashier Manager, 2011-2020

Super Greenland Market

• Monitor the work of cashiers on a daily basis

- Create and distribute cashier schedules for all four Greenland Markets and till allocation
- Ensure that workload is equally divided between cash registers
- Perform cashier duties during cashiers' absence or extreme workload
- Supervise the activities of checkout stations on a constant basis
- Handle store operations in the absence of store managers
- Evaluate performance of cashiers and provide managers with information on appraisals
- Ensure that each customer's transactions are processed accurately and in a time efficient manner
- Generate and maintain account related reports
- Manage bank deposit activities and make sure that cash is counted accurately at the end of each shift
- Reconcile cash with receipts at the end of each shift and make sure that any discrepancies are managed immediately
- Identify and address any accounts related problems on an immediate basis
- Ensure that all items are appropriately displayed on shelves and oversee maintenance of store
- Resolve employee conflicts and ensure that any customer complaints are
- handled immediately
- Interview, hire and train new employees to work as cashiers
- Identify and correct cash register errors and take measures to ensure that further errors do not happen
- Maintain and update daily, monthly and yearly accounts spreadsheets
- Maintain and update super market's social media pages with ads and latest super market news
- Store event coordinator
- Coordinates catering orders
- Store tour guide for local school students, museum programs, and special events
- Provide assistance with year-end inventory preparation

Preschool Teacher, 2014-2015 (After-school program)

WISE Learning and Sports

- Create weekly themes, crafts and activities for the classroom
- Decorate the classroom
- Develop daily lesson plans
- Create and facilitate classroom procedures
- Communicate with parents

Special-Ed Small Group Tutoring, 2014-2015 WISE Learning and Sports

- Assist students of special needs with homework
- Provided strategies to increase focus
- Implemented study skills

Paraprofessional for Dearborn Schools, 2001-2009

Oakman Elementary School, Dearborn Public School District, Dearborn, MI, 2001-2003

• 1st -3rd Grade levels-assisting students with reading and writing skills.

Early Childhood Daycare, Henry Ford Community College Campus, Dearborn, MI, 2003-2004

- Toddler Room, created and conducted lesson plans stimulating toddlers' developmental imaginative and academic skills.
- Assisted with activities and transitions

River Oaks Elementary School, Dearborn Public School District, Dearborn, MI 2004-2006.

- One on one position with an Autistic child differentiating teacher's lesson plans making them accessible to the student's learning capabilities.
- Assisting the child with appropriate behavioral habits within the school environment.

Cotter Preschool, Dearborn Public District, Dearborn, MI, 2006-2009

- Cognitive Impaired Room for ages 3-6
- Responsible for children's hygiene, and cleanliness
- Aiding and teaching basic skills: eating, drinking, coloring, playing, sharing, talking, etc.
- Responsible for creating the monthly bulletin board corresponding with the classroom themes.

Leadership Experience

Blue Hands United; Nonprofit Children's Special Needs Organization, 2014-Present

- Co-founder and President
- Create awareness to autism and other conditions and disorders
- Provide parents with free resources to better understand their children's needs and rights
- Educate parents and community members on various disorders
- Guide parents, teachers, and students to increase the inclusion of special needs children in community events such as festivals.
- Encourage the community to light it blue on Autism Awareness Day.
- Distribute blue light bulbs to local businesses
- Coordinate community events annually to observe Autism Awareness Day.
- Coordinate the annual festival specifically meeting the needs of children with autism and other special needs. All children are invited.
- Conduct local elementary school contests promoting awareness and tolerance to special needs children
- Coordinate fundraisers to support the organization.

Dearborn PIPERS Adaptive Sports program, 2021-present Partner/ Assistant Coordinator

- Recruit coaches/aides
- Promote program for families
- Work alongside children with disabilities/special needs
- Plan program sports to adapt to the needs of all children

Islam Universal; Community Youth Organization, 2002-2005 Board Member

• Coordinating social events

- Conducting group discussions
- Public speaking
- Coordinating a fundraising carwash

Recent Professional Development Activities

- Completed training in violent behavior intervention for children 2006
- Crisis Intervention Program (C.P.I) training seminar, speaker Mike Iavasile 2006
- Conscious Discipline training 2021
- Early childhood Literacy Practices 2021

Professional References

<u>Rabih Najdi-Market Manager</u>, Super Greenland, Dearborn, MI 48126 313-443-4003

Dena Farha Director 313-207-4441

Peggy Brennan-Occupational Therapist. Lincoln Park Public Schools (313)743-7449

Personal References:

Lila Amen-Community Liaison, Dearborn Public Schools, Bilingual / ELL Office, 18700 Audette, room 18, Dearborn, MI 48124, 313-827-3120

Sereen Awada- Elementary School Teacher, Dearborn Public Schools (313)-377-7706

Fadwa Hammoud-Michigan Solicitor General, Dearborn Board of Education Trustee (313)-529-8796

0	FF	ICE	OF	THE	MAY	OR
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TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ZONING BOARD OF APPEALS

DATE: MAY 29, 2025

Pursuant to Section 5 of Michigan Public Act 207 of 1921 and Dearborn Zoning Ordinance Section 33.04, the Mayor shall appoint members of the Zoning Board of Appeals, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Mona Hammoud Status: Reappointment as Full Time Member Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 671-5867 Email: monalisa97@hotmail.com

Mailing Address: 17 West Lane Court, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ZONING BOARD OF APPEALS

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Zoning Board of Appeals in accordance with Section 5 of Michigan Public Act 207 of 1921 and Dearborn Zoning Ordinance Section 33.04.

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

Name: Mona Hammoud Status: Reappointment as Full Time Member Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 671-5867 Email: monalisa97@hotmail.com

Mailing Address: 17 West Lane Court, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 14 2025

First Name

Mona

Last Name

Hammoud

Phone

+13136715867

Email monalisa97@hotmail.com

Home Address

17 W Lane Ct, Dearborn, MI 48124, USA

Years of Residency in Dearborn

About 28 years

Occupation Architectural Designer

Company Iconic Designs LLC

Length of Service

About 19 years

Business Address

17 W Lane Ct

Business Telephone Number

3136715867

Level of Education

Master Degree

Name of Educational Institution & Graduation Year

Architectural Association School of Architecture (2001)

Commissions & Boards

Zoning Board of Appeals

Why do you want to join this commission?

I have been working on desgining and producing construction documents for both residential and commercail buildings for a long time in Dearborn and other cities as well. I am very informed about the zoning ordinances and I can easily understand all of the issues of the projects being presented in front of the board. Because of this, my decision on the board is backed by my knwoledge and understanding of the rules. Therefore, I believe that I am a good fit to the Zoning Board of Appeal and I am looking forward to become a permanent member.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

[This question was not answered]

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF Resume.pdf

Submitted on May 14 2025

/. monday.com

Mona Hammoud Architectural Designer

17 West Lane Court Dearborn, MI 48124

Tel: 1-313-671-5867 monalisa97@hotmail.com

Education

Masters Degree (MA)	Housing and Urbanism Programme, The Architectural Association School of Architecture, London, England, September/01
Bachelor's Degree	Architecture, Lawrence Technological University (LTU), May/97
Associate Degree	General Studies, Washtenaw Community College, Dec/92
High School	Math Elementaire, a concentration in Math, Physics and Chemistry, Lebanon, July/87

Coursework

MA Thesis: **The Southern Suburbs of Beirut**: A critique of the State's Intervention in Reviving the Suburbs and Regularising the Illegal Settlements.

During the course of the MA, work had to be done on major urban projects within London and abroad, one of which was in the Favelas (the Slums) of Rio in Brazil.

Special Skills

Computer skills in multiple architectural software. Fluent in English, French and Arabic

Work Experience Computer Laboratory Proctor (Cad Lab)	1997
Ghafari Associates Inc.	1998

-Worked on major projects that included Chrysler, Hurley Medical Center, and IMAX

RaymondO'leary Inc.	2000
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- Worked on producing detailed drawings for Detroit Public schools.

Iconic Designs LLC (owner) present

- Work entails producing numerous construction documents for residential, commercial, and industrial projects in multiple cities.
- Coordinate with various engineers and architects to produce plans for major commercial projects.

OFFICE OF THE MAYOR



- TO: CITY COUNCIL
- FROM: MAYOR ABDULLAH H. HAMMOUD
- SUBJECT: REAPPOINTMENT DEMOLITION BOARD OF APPEALS
- DATE: MAY 29, 2025

Pursuant to City of Dearborn Code of Ordinance Section 5-27(26) and City of Dearborn Charter Section 10.9, the Mayor shall appoint members to the Demolition Board of Appeals, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Osama Abdallah Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 231-4056 Email: uniqueremodeling1@vahoo.com Mailing Address: 460 N. Denwood, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT DEMOLITION BOARD OF APPEALS
- DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Demolition Board of Appeals in accordance with the provision of the City of Dearborn Code of Ordinance Section 5-27 (26) and City Charter Section 10.9.

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

Name: Osama Abdallah Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 231-4056 Email: uniqueremodeling1@yahoo.com Mailing Address: 460 N. Denwood, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 19 2025

First Name

Osama

Last Name

Abdallah

Phone

+13132314056

Email

uniqueremodeling1@yahoo.com

Home Address

460 N Denwood St, Dearborn, MI 48128, USA

Years of Residency in Dearborn

17 years

Occupation

Builder

Company

Unique Remodeling LLC

Length of Service

25 years

Business Address 460 N. Denwood dearborn Mi

Business Telephone Number

3132316056

Level of Education High School Degree

Name of Educational Institution & Graduation Year 1984

Commissions & Boards Demolition Board of Appeals

Why do you want to join this commission?

Help other commissioners make important decisions to keep city of Dearborn safe for our community

Are you a veteran? [This question was not answered]

Which Branch Did You Serve? [This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received [This question was not answered]

Do you Have a Resume? No

Description of Professional History Licensed Master Mechanic & Builder

Resume

[This question was not answered]

Submitted on May 19 2025

nonday.....



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Patricia Johnson Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 791-0071 Email: pjohnson52chs@yahoo.com Mailing Address: 22603 Nona Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

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

Name: Patricia Johnson Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 791-0071 Email: pjohnson52chs@yahoo.com

Mailing Address: 22603 Nona Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

April 02 2024

First Name

Patricia

Last Name

Johnson

Phone

+13132443388

Email pjohnson52chs@yahoo.com

Home Address

22603 Nona St, Dearborn, MI, USA

Years of Residency in Dearborn

50

Occupation

Retired Teacher

Company

N/A

Length of Service

30 yrs

Business Address

N/A

Business Telephone Number

N/A

Level of Education

Master Degree

Name of Educational Institution & Graduation Year

University of Michigan Ann Arbor 1975, University of Michigan Dearborn 1992

Commissions & Boards City Beautiful Commission

Why do you want to join this commission?

[This question was not answered]

Are you a veteran? No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received

American Association of University Women National Art Education Association

Do you Have a Resume? Yes

Description of Professional History

[This question was not answered]

Resume

PDF Pats Resume565.pdf

Submitted on April 02 2024

/. monday.com

Patricia A.C. Johnson

22603 Nona Street

Dearborn, Mi. 48124

313-791-0071 pjohnsor Cell 313-244-3388	152chs@yahoo.com			
Position:				
City Beautiful Commission March 2022- Present				
Qualifications:				
Fine Arts Dept Chairperson: H	ligh School 20 years	-		
Accredited Advanced Placemer	nt Fine Arts Instructor High Sc	hool		
Art Club Moderator High Sc	hool			
Art Teacher K-8 Schools 10 ye	ars			
Art Instructor YMCA				
Substitute Teacher				
Education:				
University of Michigan	Dearborn, Mi.	Dec. 1992		
Masters in Education				
University of Michigan	Ann Arbor, Mi.	June 1975		
Bachelor of Fine Arts	Michigan Teaching Certifica	ation		
Experience:				
Cabrini Catholic High School	Allen Park,Mi.	Dec. 1996- June 2016		
Archdiocese of Detroit	Holy Name/St.Joseph Schoo	ls Art Teacher K-8	1986-96	
Substitute Teacher	Dearborn Public Schools	Pre- 1986		
Activities:				
AAUW: American Association of University Women				
NAEA/MAEA: NAtional and Michigan Art Education Association				
Etsy: Currently an online Shop owner				

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OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Rene Ziaja Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 478-5692 Email: rene.ziaja@gmail.com Mailing Address: 727 N. Mildred Street, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: CITY BEAUTIFUL COMMISSION REAPPOINTMENT

DATE: MAY 29, 2025

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

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

Name: Rene Ziaja Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 478-5692 Email: rene.ziaja@gmail.com

Mailing Address: 727 N. Mildred Street, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S.r. Learn more



Dearborn Commissions Application

Submission Date

July 10 2024

First Name

Rene

Last Name

Ziaja

Phone

+13134785692

Email rene.ziaja@gmail.com

Home Address

727 Mildred Street, Dearborn, MI, USA

Years of Residency in Dearborn

48

Occupation

Retired

Company

[This question was not answered]

Length of Service

[This question was not answered]

Business Address

[This question was not answered]

Business Telephone Number

[This question was not answered]

Level of Education Master Degree

Name of Educational Institution & Graduation Year University of Michigan - 2021

Commissions & Boards Environmental Commission

Why do you want to join this commission?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received

Chair, City Beautiful Commission Accounting Aid Society Volunteer Tax Preparer 2021 University of Michigan Difference Maker Member Phi Theta Kappa National Honor Society

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF R. Ziaja Resume.pdf

Submitted on July 10 2024

nonday.com

René Ziaja

Dearborn, Michigan



in

linkedin.com/in/rene-ziaja-5692

Summary

Public Administration professional experienced in leading and collaborating with multifocal educational teams, analyzing data, and resolving conflict. Proven talent for identifying problems, simplifying procedures, and finding innovative solutions. **Collaborative, strategic, creative, solutions-oriented change maker.**

Experience

Administrative Data Specialist - Office of Assessment

Dearborn Public Schools

Sep 2018 - Oct 2020 (2 years 2 months)

Computer Data Specialist providing leadership and assessment administration expertise supporting district staff. Ensured compliance with federal and state requirements for student assignments and administration of the WIDA, MSTEP, MI-ACCESS, NWEA, PSAT/SAT, and internal district tests.

President - Dearborn Federation of School Employees AFT Local 4750 Dearborn Public Schools

Dec 2013 - Jan 2019 (5 years 2 months)

Dynamic and collaborative leader of Dearborn Public Schools support staff union. An active districtappointed Continuous Process Improvement committee member for employee recruitment and retention. Contributing partner in creating the Dearborn School Employees Health Program, a union-sponsored healthcare trust providing significant cost savings to the district. Transitioned the local from AFT receivership to independence. Restored autonomy and democratic processes to the local while increasing member engagement.

Accounting Specialist - Business Services

Dearborn Public Schools

Nov 2010 - Sep 2018 (7 years 11 months)

Grant Accounting Specialist responsible for reconciliation and reporting \$30+ million in funding for ACT 18 (Special Education), Title I, II, and III, IDEA, PBIS, GSRP, Perkins, and USDA Food Service awards. Maintained district General Ledger accounts, loaded yearly budget modules, and prepared financial reports, including Board of Education monthly reports, grant status reports, the Schedule of Expenditure of Financial Awards (SEFA), and the Financial Information Database (FID) required annually by the State of Michigan.

Long-Term Substitute Teacher - Special Education

Dearborn Public Schools

Sep 2009 - Dec 2009 (4 months)

Semester-long teaching assignment in elementary mildly cognitively impaired (MOCI) classroom. Improved functioning and cohesiveness of the classroom while exceeding student learning standards. Ensured emotionally stable environment and positive student experiences when engaged in general education classroom learning.

Staffing Services Representative & Education Facilities Presenter

The Henry Ford

May 2003 - Jan 2008 (4 years, 9 months)

Provided direct administrative support to the Vice President and Director of Operations. Scheduled weekly work assignments with unique presentation and period clothing requirements for 300+ staff members in Greenfield Village and the Henry Ford Museum. Provided presentation staff coverage at short notice in all areas of the Museum and Village. Trained employees in the use of scheduling software. Led teams in presenting daytime and overnight educational programs for school-age audiences using museum resources. Adapted programs to fit group size and learning level of participants.

Education

- M University of Michigan Master of Arts, Public Administration 2018 - 2020
- E Eastern Michigan University Bachelor of Science, Arts Management
- Certificate in Accounting

Certification

Michigan School Business Officials Certified Chief Financial Officer

Skills

Microsoft Excel • Strategy • Problem Solving • Microsoft Office • Writing • Human Resources (HR)

Awards & Recognition

Phi Theta Kappa National Honor Society

2021 University of Michigan Difference Maker Award recognizing academic excellence, integrity, leadership, and creativity.



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

Name: Todd Schebor Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 655-1192 Email: tschebor@dykema.com Mailing Address: 24720 Rockford Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: MAY 29, 2025

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

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

Name: Todd Schebor Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 655-1192 Email: tschebor@dykema.com

Mailing Address: 24720 Rockford Street, Dearborn, MI, 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations cc: Law Department

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Dearborn Commissions Application

Submission Date

April 02 2025

First Name

Todd

Last Name

Schebor

Phone

+13136551192

Email tschebor@dykema.com

Home Address

24720 Rockford St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

49, with the exception of 8 years for undergrad and graduate schooling

Occupation

Attorney

Company

Dykema

Length of Service

22 years

Business Address

39577 Woodward Avenue Suite 300 Bloomfield Hills, MI 48304

Business Telephone Number

313-568-6672

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

University of Michigan Ann Arbor, BS 1998; Case Western Reserve University School of Law, JD 2002; Lewis & Clark Law School, LLM 2003

Commissions & Boards

City Beautiful Commission

Why do you want to join this commission?

I've been involved with the commission since 2006 and enjoy recognizing the beautification of the city. Also happy to assist on other commissions where my talents and skills may be of assistance.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

AFFILIATIONS American Bar Association, Section of Natural Resources, Energy and Environmental Law, Member State Bar of Michigan, Environmental Law Section, Immediate Past Chair 2023-2024; Council Member 2015-2021; Program Committee Chair 2021-present State Bar of Michigan, Real Property Law Section Oakland County Bar Association, Energy Sustainability and Environmental Law Committee, Past Chairperson Metropolitan Detroit Chamber of Commerce, Environmental and Energy Policy Committee, Member, 2006-present City of Dearborn, City Beautiful Commission, Commissioner, 2006-present, Past Chairperson PROFESSIONAL RECOGNITION Listed in Lawdragon's 500 Leading Environmental Lawyers Guide 2025 Recognized in The Best Lawyers in America® for Environmental Law, 2021-Present. Recognized in Michigan Super Lawyers® as a Rising Star for Environmental and Environmental Litigation, 2010, 2013-2016 Named a Michigan Rising Star by Law & Politics, 2008

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

DOCX TODD SCHEBOR R....docx

Submitted on April 02 2025

🔥 monday.com

TODD CHRISTOPHER SCHEBOR

24720 Rockford Street, Dearborn, Michigan 48124 (313) 655-1192 E-mail: tschebor@dykema.com

Licensed Attorney in the State of Ohio and Michigan

EDUCATION

Lewis & Clark Law School; Portland, Oregon LL.M. in Environmental and Natural Resources Law, May 2003

Case Western Reserve University School of Law; Cleveland, Ohio J.D. May 2002

The Internet Law Journal, Associate Editor Phi Delta Phi Fraternity, Historian Big Buddies Dean's Honor List – Fall 1999 and Spring 2001

University of Michigan; Ann Arbor, Michigan

B.S. in Natural Resources and the Environment, December 1998
 University of Michigan Men's Glee Club, Member
 Pi Kappa Alpha Fraternity, Judicial Board Member and Campus Involvement
 Chairperson
 University Students Against Cancer, Member

EXPERIENCE

Dykema Gossett PLLC; Bloomfield Hills, Michigan

Member – August 2003 – Present

Assist clients with regulatory, commercial, and litigation matters involving environmental and real estate law, with experience dealing with cleanups, underground storage tanks, waste management, mobile source air emissions, water discharge, wetland and property use requirements, business and property sales and leases, cost recovery litigation, and eminent domain.

U.S. Department of Interior, Office of the Solicitor; Portland, Oregon

Legal Intern – Spring 2003 Researched and drafted legal memoranda regarding various issues pertaining to the Natural Resources Division of the Pacific Northwest Region Office.

Pacific Environmental Advocacy Center; Portland, Oregon

Clinical Attorney (for credit) – Fall 2002

Assigned to a case pertaining to Oregon's Water Quality Standards. Provided legal research and drafted the Response to Summary Judgment regarding the Endangered Species Act portion of the case. Participated in the oral argument for the Summary Judgment Motion before the Federal District Court.

(continued on following page)

EXPERIENCE (continued)

Judge Karen Nelson Moore, U.S. Court of Appeals, 6th Circuit; Cleveland, Ohio

Federal Judicial Extern – Fall 2001

Drafted bench memoranda including a CERCLA memo analyzing the allocation of response costs between parties. Regularly discussed issues with Judge and law clerks. Gained insight into judicial decision-making and court process. Attended oral arguments. Improved written and oral communications through detailed critiques.

Minnesota Center for Environmental Advocacy; St. Paul, Minnesota

Legal Intern – June 2001 – August 2001

Researched and drafted legal memoranda for a non-profit organization regarding Minnesota environmental concerns. Researched and drafted an article interpreting takings and drainage law. Worked with and advised the Minnesota Pollution Control Agency regarding feedlot issues. Consulted with other attorneys regarding issues ranging from water quality to hazardous waste.

American Automobile Manufacturers Association; Detroit, Michigan

Intern – May 1998-November 1998

Published a study on the environmental management of hydraulic fluids, oils and greases in automobile assembly plants. Compiled and helped design a 65 page national report describing the pollution prevention efforts of Chrysler, Ford, and General Motors, <u>U.S. Automotive</u> <u>Pollution Prevention Project</u>. Consulted with the Michigan Department of Environmental Quality regarding the phasing out of mercury in automobiles. Presented pollution prevention research to representatives from the auto companies, public interest groups, and government.

PROFESSIONAL RECOGNITION

Listed in *Lawdragon's* 500 Leading Environmental Lawyers Guide 2025 Recognized in The Best Lawyers in America® for Environmental Law, 2021-Present. Recognized in Michigan Super Lawyers® as a Rising Star for Environmental and Environmental Litigation, 2010, 2013-2016 Named a Michigan Rising Star by Law & Politics, 2008

AFFILIATIONS

American Bar Association, Section of Natural Resources, Energy and Environmental Law, Member State Bar of Michigan, Environmental Law Section, Immediate Past Chair 2023-2024; Council Member 2015-2021; Program Committee Chair 2021-present State Bar of Michigan, Real Property Law Section Oakland County Bar Association, Energy Sustainability and Environmental Law Committee, Past Chairperson

COMMUNITY

Metropolitan Detroit Chamber of Commerce, Environmental and Energy Policy Committee, Member, 2006-present

City of Dearborn, City Beautiful Commission, Commissioner, 2006-present, Past Chairperson

TODD SCHEBOR Resume.docx

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: MAY 29, 2025

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: Warren Hartley Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 570-8101 Email: warrenhartley@gmail.com Mailing Address: 901 North Highland Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: MAY 29, 2025

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: Warren Hartley Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 570-8101 Email: warrenhartley@gmail.com Mailing Address: 901 North Highland Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Parks and Recreation Department cc: Law Department

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Dearborn Commissions Application

Submission Date

May 22 2025

First Name

Warren

Last Name

Hartley

Phone

+13135708101

Email warrenrhartley@gmail.com

Home Address

901 N Highland St, Dearborn, MI 48128, USA

Years of Residency in Dearborn

60 years

Occupation

Salesman

Company

Taylor dupply

Length of Service

[This question was not answered]

Business Address

Retired2

Business Telephone Number

[This question was not answered]

Level of Education

[This question was not answered]

Name of Educational Institution & Graduation Year

[This question was not answered]

Commissions & Boards

Parks & Recreation Commission

Why do you want to join this commission?

I'm on the comm

Are you a veteran?

Yes

Which Branch Did You Serve?

Army

What Was Your Rank?

Spec 4

Years of Service?

2 year

Memberships, Civic Activities, and Awards Received

Dearborn kiwanis

Do you Have a Resume?

No

Description of Professional History

Salesman steel tubing

Resume

[This question was not answered]

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Submitted on May 22 2025

Manager Manager



REQUEST: Award of Contract for Crowley Park Soccer Field Renovations

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

BRIEF DESCRIPTION: The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Performance Sports Turf, LLC, for renovation of the soccer fields at Crowley Park.

PRIOR COUNCIL ACTION: None

BACKGROUND: Parks & Recreation has identified the need for essential field work on the extremely popular and heavily used Crowley soccer fields. To ensure their continued quality and usability, this project includes laser grading and leveling of the playing surfaces, as well as adding additional grass seed that will be complemented by the implementation of a proper fertilization program. This is crucial for ongoing maintenance and to support healthy turf growth in the future.

FISCAL IMPACT: \$87,730

COMMUNITY IMPACT: This project will deliver a playing surface that our residents and guests can enjoy and be proud of for many years.

IMPLEMENTATION TIMELINE: This renovation work is scheduled to start as soon as the contract is finalized and should take approximately three to four months to complete.

COMPLIANCE/PERFORMANCE METRICS:

Parks & Recreation staff will manage the progress of the project.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

FROM: City Administration	
VIA: Mayor Abdullah H. Hammoud	
SUBJECT: Award of Contract for Crowley Park Soccer Field Renovations	
DATE: 5/23/2025	

Budget Information

Projects:	ARPA70	
Total Approved Project Budget:	\$2,678,076.00	
Available Project Budget:	\$1,477,721.06	
Requested Amount:	\$87,730.00	
Funding Source:	General Capital Improvement, Economic Development,	
	Capital project support, Contractual Services	
Supplemental Budget:	N/A	

Summary of Request

The Parks & Recreation Department, in conjunction with Purchasing, recommends awarding a contract to Performance Sports Turf, LLC for soccer field renovations at Crowley Park,

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

Background and Justification

Parks & Recreation has identified the need for essential field work on the extremely popular and heavily used Crowley soccer fields. To ensure their continued quality and usability, this project includes laser grading and leveling of the playing surfaces, as well as adding additional grass seed that will be complemented by the implementation of a proper fertilization program. This is crucial for ongoing maintenance and to support healthy turf growth in the future.

This project will deliver a playing surface that our residents and guests can enjoy and be proud of for many years. This renovation work is scheduled to start as soon as the contract is finalized and should take approximately three to four months to complete. The Dearborn Soccer club is aware they will need to be off the fields while the project is ongoing and have made alternative plans for the Summer and Fall months.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

Purchasing solicited Bids with process details as follows:		
Process:	Invitation to Bid	
Issue Date:	April 24th, 2025	
Deadline Date:	May 7th, 2025	
Vendors Solicited:	538	
Solicitations Obtained:	54	
Bids Received:	1	

The bids were evaluated with the assistance of key staff from the Parks & Recreation Department and are shown in the following bid summary:

Crowley Soccer Field Renovations	Bid Price
Performance Sports Turf, LLC	\$87,730.00

Performance Sports Turf, LLC was the lowest responsible and responsive bidder.

Initial

HJ

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

Signature Page

Prepared By:

— Signed by: Jason Pich

Jason Pich, Buyer

Budget Approval:

-DocuSigned by: Michael Kennedy

Michael Kennedy, Finance Director/Treasurer

Department Approval:

-DocuSigned by: Sean R Plotcher 503098961A7C461...

Sean Fletcher, Parks & Rec Director

Corporation Counsel Approval:

DocuSianed by: Geremy Romer A573BA25E3460

Jeremy Romer, Corporation Counsel

S:\Purchasing\Solicitations\FY25\ITBs\ITB-157101-Crowley Park Soccer Fields Reno

EXECUTIVE SUMMARY



REQUEST: City Council approval of amended traffic rules and regulations

DEPARTMENT: Police

BRIEF DESCRIPTION:

The following temporary traffic rules and regulations require council approval to have permanent effect.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The following temporary traffic rules and regulations were issued by the Chief of Police pursuant to Sec. 18-150 of the Code of Ordinances.

* Post "15 minute parking," on the east side of Military, north of Michigan Ave., adjacent to 22370 Michigan Ave.

*Prohibit parking on the north side of Prospect between 15340 Prospect and the intersection of Opal.

*Require permit parking: 3027 Roulo, 3051 Katherine, 5401 Maple, 5854 Kenilworth, 6159 Yinger, 7702 Kendal, 7855 Barrie, 2610 Salina (See attachment).

FISCAL IMPACT:

N/A

IMPACT TO COMMUNITY:

The experience to date suggests that the temporary orders have permanent effect with council approval.

EXECUTIVE SUMMARY



IMPLEMENTATION TIMELINE:

Immediate

COMPLIANCE/PERFORMANCE METRICS:

N/A

POLICE DEPARTMENT – ADMINISTRATIVE DIVISION



TO: MAYOR ABDULLAH HAMMOUD

FROM: CHIEF ISSA SHAHIN

VIA: CHANNELS

SUBJECT: AMENDED TRAFFIC RULES AND REGULATIONS

DATE: MAY 20, 2025

Pursuant to Section 18-150 of the Code of Ordinances, the Chief of Police has the authority to promulgate, amend or rescind traffic rules and regulations. I request that the following temporary traffic rule be made permanent with the approval of the city council.

- Post "15 minute parking," on the east side of Military, north of Michigan Ave., adjacent to 22370 Michigan Ave.
- Prohibit parking on the north side of Prospect between 15340 Prospect and the intersection of Opal.

I request that the following temporary traffic rules involving permit parking on a residential street be made permanent, subject to review in 5 years, or sooner if the circumstances involving the original issuance of the permit change.

- Require permit parking in front of 3027 Roulo.
- Require permit parking on Whitmore east of Katherine (3051 Katherine).
- Require permit parking on Ruby west of Maple (5401 Maple).
- Require permit parking in front of 5854 Kenilworth.
- Require permit parking on Hemlock west of Yinger (6159 Yinger).
- Require permit parking in front of 7702 Kendal.
- Require permit parking in front of 7855 Barrie.
- Require permit parking in front of 2610 Salina.

Sincerely,

Issa Shahim^{A436}... Chief of Police

Prepared By / Department Designee:

Andrew Galuszka

Lieutenant Andrew Galuszka

ADDITIONAL BACKGROUND ON AMENDED TRAFFIC RULES & REGULATIONS

MAY 2025

MILITARY & MICHIGAN (15 MINUTE PARKING)

In April 2024, the intersection of Military & Michigan was reconfigured to allow for on-street parking on the east side of Military north of Michigan Ave. The purpose was to provide short-term parking for carryout orders at 22370 Michigan Ave. The businesses include Eggbar, Wing Snob, and Mochi Dough. Three "15 minute parking for pickup and carry out only," signs were installed on Military adjacent to the businesses. The right lane of Military north of Michigan was painted with hash marks near the intersection to prohibit parking too close to the crosswalk. A northbound thru lane of Military was vacated with hash marks approaching Michigan Ave. This prevents vehicles traveling northbound on Military through Michigan Ave from going directly into the parking lane.

The police department received numerous complaints regarding vehicles parking on the east side of Military north of Michigan Ave. Many of the complaints were prior to April 2024 before the reconfiguration. There were concerns about an increase in traffic congestion and crashes by allowing parking. An analysis of traffic crash reports revealed that there have been two crashes associated with the on-street parking since April 2024. One crash involved a vehicle backing into another parked vehicle. The other collision involved one vehicle attempting to park while another vehicle was leaving from a parking space.

PROHIBIT PARKING ON THE NORTH SIDE OF PROSPECT BETWEEN 15340 PROSPECT AND THE INTERSECTION OF OPAL

In May 2024, a resident at 15340 Prospect reported safety concerns with prohibited parking signs being removed in the area. A review of Google maps showed that parking was restricted on both sides of the street around the curve as far back as 2007. Multiple residents in the area supported the parking restriction citing safety concerns such as difficulty backing from driveways and having a limited line of sight. There was one resident who visits family on Prospect who opposed the parking restriction.

Chief Shahin issued an order to prohibit parking on the north side of the street between 15430 Prospect and the intersection of Prospect & Opal. Consideration was given to engineering recommendations related to the radius of the curve and sight distance, motor vehicle code provisions, international fire code, traffic volume, and resident feedback.

PERMIT PARKING IN FRONT OF 3027 ROULO

Ahmed Alshahari, a resident at 3024 Roulo, submitted a petition to the Traffic Commission for permit parking on a residential street. Alshahari provided medical documentation and has a state issued disability plate. There is not a driveway on the Roulo side of the home and parking is only permitted on the west side of the street. The Traffic Commission recommended posting permit parking in front of 3027 Roulo. Chief Shahin authorized the sign to be posted in September 2024 and a permit was issued.

ADDITIONAL BACKGROUND ON AMENDED TRAFFIC RULES & REGULATIONS

MAY 2025

PERMIT PARKING AT 3051 KATHERINE

The residents at 3051 Katherine, William and Grace Moore, submitted a petition to the Traffic Commission. The Moores' provided documentation of medical conditions including the use of a wheelchair. The Traffic Commission recommended posting permit parking on Whitmore near the side entrance of the home. Chief Shahin authorized the sign to be posted in September 2024 and a permit was issued.

PERMIT PARKING AT 5401 MAPLE

Hammoud Samir, a resident at 5401 Maple, submitted a petition to the Traffic Commission for permit parking on a residential street. Samir provided documentation of medical conditions and has a state issued disability placard. The Traffic Commission recommended posting permit parking on Ruby, west of Maple near the side entry door of the home. This was to allow Samir to have closer access to the home than from a detached garage. Chief Shahin authorized the sign to be posted in September in 2024 and a permit was issued to Mr. Samir.

PERMIT PARKING AT 5854 KENILWORTH

Hussein Sobh, a resident at 5854 Kenilworth, submitted a petition to the Traffic Commission for permit parking on a residential street. Sobh requires the use of a wheelchair and there is a ramp constructed on the front of the home. The space on the street is necessary for the use of a van and access to the wheelchair ramp. The Traffic Commission recommended posting permit parking in front of the home. Chief Shahin authorized the sign to be posted in July 2024 and a permit was issued to Mr. Sobh.

PERMIT PARKING AT 6159 YINGER

Mohamad Saad, a resident at 6159 Yinger, submitted a petition to the Traffic Commission for permit parking on a residential street. Saad provided documentation of a medical condition and has a state issued disability placard. The Traffic Commission recommended posting permit parking on Hemlock, west of Yinger near the side entry door of the home. This was to allow Saad to have closer access to the home than from a detached garage. Chief Shahin authorized the sign to be posted in September 2024 and a permit was issued to Mr. Saad.

PERMIT PARKING AT 7702 KENDAL

Sawsan Abdou, a resident at 7702 Kendal, submitted a petition to the Traffic Commission for permit parking on a residential street. Abdou requires the use of a wheelchair and there is a ramp constructed on the front of the home. There is not a driveway in front of the home. The Traffic Commission recommended posting permit parking in front of the home. Chief Shahin authorized the sign to be posted in November 2024 and a permit was issued to Mr. Abdou.

ADDITIONAL BACKGROUND ON AMENDED TRAFFIC RULES & REGULATIONS

MAY 2025

PERMIT PARKING AT 7855 BARRIE

Sahib Hashim, a resident at 7855 Barrie submitted a petition to the Traffic Commission for permit parking on a residential street. Hashim submitted medical documentation and has a state issued disability placard. The Traffic Commission recommended posting permit parking in front of the home. Chief Shahin authorized the sign to be posted in March 2025 and a permit was issued to Mr. Hashim.

PERMIT PARKING AT 2610 SALINA

Abdel Elhaj, a resident at 2610 Salina, submitted a petition to the Traffic Commission requesting permit parking on a residential street. Elhaj provided documentation of a medical condition and has a state issued disability plate. There is a not a driveway on the Salina side of the home. The Traffic Commission recommended posting permit parking in front of the home. Chief Shahin authorized the sign to be posted in March 2025 and a permit was issued to Mr. Elhaj.



EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Recognize EGLE Scrap Tire Clean-up Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and City of Dearborn

DEPARTMENT: Department of Public Works & Facilities- Public Service Division

BRIEF DESCRIPTION: An agreement made between the Michigan Department of Environment, Great Lakes and Energy, and the State Materials Management Division to allow the City of Dearborn to dispose of scrap tires.

PRIOR COUNCIL ACTION: The City of Dearborn will be disposing of scrap tires not to exceed the amount of \$12,000. An agreement was made between the Michigan Department of Environment, Great Lakes and Energy, and the State Materials Management Division to allow the City of Dearborn to dispose of scrap tires.

BACKGROUND: The City of Dearborn will be disposing of scrap tires not to exceed the amount of \$12,000. An agreement was made between the Michigan Department of Environment, Great Lakes and Energy, and the State Materials Management Division to allow the City of Dearborn to dispose of scrap tires.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Residents will now be allowed to drop off within reason scrap tires at our Department of Public Works Yard. The Department of Public Works can now properly dispose of tires that are illegally dumped along the sides of our roadways and medians.

IMPLEMENTATION TIMELINE: Start date to be executed by EGLE and to end December 31, 2025.

COMPLIANCE/PERFORMANCE METRICS: The department of Public Works will be disposing of scrap tires at the designated facility Silver Lining, chosen by the EGLE. The State will then issue the checks to the facility.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Department of Public Works & Facilities

SUBJECT: Michigan Department of Environment, Great Lakes and Energy (EGLE) Scrap Tire Clean-Up Grant

DATE: May 21, 2025

Summary of Request

The Department of Public Works and Facilities, would like to recognize the EGLE Scrap Tire Clean-up Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and City of Dearborn.

The Department of Public Works and Facilities, will be disposing of scrap tires not to exceed the amount of \$12,000.00. A grant agreement was made between the Michigan Department of Environment, Great Lakes and Energy, and the State Materials Management Division to allow the City of Dearborn to dispose of scrap tires.

The Department of Public Works respectfully requests the acknowledgement of grant award from the Michigan Department of Environment, Great Lakes and Energy, and the State of Materials Management Division to allow the City of Dearborn to dispose of scrap tires.

Signature Page

Prepared By:

Mcole Golich — CBB286534F0047D... Nicole Golich, Deputy Director

Budget Approval: Michael Kennedy E77010D1/21//7E

Michael Kennedy, Finance Director/Treasurer

Department: Approval: Tim Hawkins

Tim Hawkins, Director of Public Works

Copposignation Counsel Approval: Jeremy Romer

Jeremy J. Romer, Corporation Counsel



Immediate Effect Requested

REQUEST: Approval of the second renewal of the contract with Michigan Joint Sealing for Pavement Joint Sealing

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

BRIEF DESCRIPTION: The City of Dearborn currently has a contract as authorized by Council Resolutions 1-46-22 and 5-214-23 with Michigan Joint Sealing for Pavement Joint Sealing. The contract included two (2) one-year renewals at the same pricing, terms, and conditions. The Purchasing Division has received a request from the Department of Public Works & Facilities / Engineering Division to initiate the second renewal option.

PRIOR COUNCIL ACTION: 1-46-22 & 5-214-23

BACKGROUND: Pavement Joint Sealing is a maintenance task to preserve the pavement joints and minimize water seeping through the open joints and/or worn-out sealant. Water seepage through the joints weakens the pavement base and, in most cases, is the reason for pavement heaving during the winter months. Minimizing water penetration of pavement joints generally requires resealing every five (5) years. As part of this task, the old sealant will be removed from the pavement joints and cracks. The joints/cracks will then be resealed with hot-poured asphalt sealant. Approximately 40 miles of roads will receive new joint sealant as part of this contract. Work will be performed during the spring/summer of 2025.

FISCAL IMPACT: \$367,843.00

COMMUNITY IMPACT:

- Protect pavement by minimizing water infiltration through the open joints.
- Maintenance and rehabilitation addressing specific pavement deficiencies.

IMPLEMENTATION TIMELINE: The contract shall be valid for one year.

COMPLIANCE/PERFORMANCE METRICS: The Public Works & Facilities / Engineering Division and Finance departments will monitor the contract and the budget that is established.



TO:	City Council
FROM:	City Administration
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Approval of second renewal of contract with Michigan Joint Sealing for Pavement Joint Sealing
DATE:	May 23, 2025

Budget Information

Projects:	Q74051, Pavement Joint Sealing
Total Approved Project Budget:	\$1,827,843
Available Project Budget:	\$1,057,436
Requested Amount:	\$367,843
Funding Source:	Major and Local Street Fund, Public Works, Engineering, Maintenance Rds and Streets, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

The City of Dearborn currently has a contract as authorized by Council Resolutions 1-46-22 and 5-214-23 with Michigan Joint Sealing for Pavement Joint Sealing. The contract included two (2) oneyear renewals at the same pricing, terms, and conditions. The Purchasing Division has received a request from the Department of Public Works & Facilities / Engineering Division to initiate the second renewal option.

It is respectfully requested that Council authorize the award with <u>Immediate Effect.</u> The resulting contract renewal shall not be binding until fully executed.

Background and Justification

Pavement Joint Sealing is a maintenance task to preserve the pavement joints and minimize water seeping through the open joints and/or through worn-out sealant. Water seepage through the joints weakens the pavement base and, in most cases, is the reason for pavement heaving during the winter months. Minimizing water penetration of pavement joints generally requires resealing every five (5) years. As part of this task, the old sealant will be removed from the pavement joints and cracks. The joints/cracks will then be resealed with hot-poured asphalt sealant. Approximately 40 miles of roads will receive new joint sealant as part of this contract. Work will be performed during the spring/summer of 2025.



Process

This procurement is in accordance with Section 2-568(b) (6) e, Continuity of Professional Services, of the Code of the City of Dearborn. Pricing was evaluated and determined to be reasonable based on a comparison with past purchases.

Prepared By:

---- DocuSigned by:

Mark Roginsky

Mark Rozinsky, Purchasing Manager

DocuSigned by:

Soud El-Jamaly

Soud El-Jamaly, City Engineer

Budget Approval:

Initial DocuSigned by: MD) Michael Kennedy

Michael Kennedy, Finance Director/Treasurer

DocuSigned by:

tim Hawkins

Tim Hawkins, Director of Public Works & Facilities

Corporation Counsel Approval:

—DocuSigned by: Geremy Romer

Jeremy J. Romer, Corporation Counsel



REQUEST: The City of Dearborn is seeking permission to install promotional signs for Dearborn Homecoming Festival 2025 on Wayne County roads.

DEPARTMENT: Community Relations Department

BRIEF DESCRIPTION:

As part of their permitting process, Wayne County and MDOT have requested a resolution from Dearborn City Council approving sign placement. The eight 5'x4' double-sided signs are to be located at the following medians:

- Ford Rd and Telegraph Rd median
- Median on Michigan Ave near Garrison St and Washington St
- Median on Michigan Ave near Elm St and Dearborn Station
- Ford Rd and Mercury Dr median
- Ford Rd and Schaefer Rd median
- Outer Drive and Southfield median (near Walnut St)
- Hubbard Drive and Northwood Drive median
- Dix St and Vernor Hwy/Holly St median

PRIOR COUNCIL ACTION:

The most recent Dearborn City Council approval was awarded in 2024 and granted permission to place three road signs.

3-97-24

BACKGROUND: The City of Dearborn has historically installed signs on Wayne County and State roads to promote Dearborn Homecoming Festival with the approval of Dearborn City Council and Wayne County.

FISCAL IMPACT: N/A

IMPACT TO COMMUNITY:

If approved, these signs will permit cost-effective physical advertisement of Dearborn Homecoming Festival 2025 to all who travel using the above streets.

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



IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS: If approved by Dearborn City Council, secondary requests will be sent via the Dearborn Police Department to Wayne County and MDOT.



TO:	City Council
FROM:	Community Relations & Dearborn Police Departments
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Dearborn Homecoming Festival 2025 – Road Signage Request
DATE:	May 21st 2025

The City of Dearborn has historically installed signs on Wayne County and State roads to promote Dearborn Homecoming Festival with the approval of Dearborn City Council and Wayne County. We are again seeking permission to install promotional signs for Dearborn Homecoming Festival 2025 on Wayne County roads.

As part of its permitting process, Wayne County and MDOT have requested a resolution from Dearborn City Council approving sign placement. The eight requested 5'x4' double-sided signs are to be located at the following medians:

- Ford Rd and Telegraph Rd median
- Michigan Ave and Outer Drive median
- Median on Michigan Ave near Elm St and Dearborn Station
- Ford Rd and Mercury Dr median
- Ford Rd and Schaefer Rd median
- Outer Drive and Southfield median (near Walnut St)
- Hubbard Drive and Northwood Drive median
- Dix St and Vernor Hwy/Holly St median

If approved, these signs will permit cost-effective physical advertisement of Dearborn Homecoming Festival 2025 to residents and those who commute across the city.

Immediate effect is requested.

Respectfully submitted,

DocuSigned by: Alia Phillips

Alia Phillips Community Relations Director —DocuSigned by: Issa Shahin

Issa Shahin

Chief of Police



REQUEST: Addition of a Deputy Director (Grade 310) Position to the E&A Salary Plan

DEPARTMENT: Community Relations Department

BRIEF DESCRIPTION:

This request is for the authorization to add one new title to the E&A Salary Plan.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Community Relations Department respectfully requests adding a Deputy Director (Grade 310) Position to the E&A Salary Plan, as approved by the Civil Service Commission May 1st 2025. As the Department continues to grow, particularly within our Events and Customer Service divisions, we are experiencing a greater demand for strategic oversight, operational coordination, and leadership. This expansion has highlighted the need for enhanced management capacity and stronger overall leadership to ensure we can effectively meet our Department's evolving goals and objectives, deliver high-quality services to our residents, and support the City's broader mission.

FISCAL IMPACT:

The budget for this position was previously approved within the FY26 budget adoption.

IMPACT TO COMMUNITY:

Community Relations Deputy Director Grade 310 - Starting Salary \$93,217 - will support the Director in fostering positive relationships between the city and its residents and community organizations. They will help develop and implement outreach initiatives, manage staff, and address community concerns to enhance civic engagement and inclusivity. They will assist in overseeing the department's Neighborhood Liaison, Events, and Response Center divisions to ensure effective community engagement, event coordination, and timely response to resident needs.

IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS: This employee will be managed by the Community Relations Director.



TO:	City Council
FROM:	Community Relations Department
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	This request is for the authorization to add one new title to the E&A Salary
	Plan.
DATE:	May 21st 2025

The Community Relations Department respectfully requests adding a Deputy Director Position to the E&A Salary Plan, as approved by the Civil Service Commission May 1st 2025.

As the Community Relations Department continues to grow, particularly within our Events and Customer Service divisions, we are experiencing a greater demand for strategic oversight, operational coordination, and leadership. This expansion has highlighted the need for enhanced management capacity and stronger overall leadership to ensure we can effectively meet our Department's evolving goals and objectives, deliver high-quality services to our residents, and support the City's broader mission.

Community Relations Deputy Director Grade 310 - Starting Salary \$93,217 - will support the Director in fostering positive relationships between the city and its residents and community organizations. They will help develop and implement outreach initiatives, manage staff, and address community concerns to enhance civic engagement and inclusivity. They will assist in overseeing the department's Neighborhood Liaison, Events, and Response Center divisions to ensure effective community engagement, event coordination, and timely response to resident needs.

By strengthening our internal structure, we will be better equipped to deliver more efficient, responsive, and high-quality services to our residents—resulting in more inclusive community events, improved customer service experiences, and a stronger connection between residents and their local government.

This employee will be managed by the Community Relations Director, and the budget for this position was previously approved within the FY26 budget adoption.

Respectfully submitted,

Department Approval:

Alia Phillips

Alia Phillips Community Relations Director

Budget Approval:

-Docusigned by: Michael kennedy

Michael Kennedy Finance Director

Geremy Romer

Jeremy Romer Corporation Counsel



REQUEST: Authorization of a first amendment to the lease agreement with Westborn Acquisitions LLC DBA Sheeba Restaurant IV for 1548 sq. ft. of land at the West Dearborn Pocket Park for outdoor dining purposes

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 Westborn Acquisitions, LLC. This amendment concerns the lease of 1548 sq ft of the West Dearborn Pocket Park, directly adjacent to the business at 22049 Michigan Ave, for use as an outdoor seating area for its patrons.

Under this amendment, the lease term will be extended for five (5) years, starting July 19, 2025, and ending July 18, 2030. The lease rate is based on a standard rate of \$2.10/sq ft for public spaces in the West Downtown commercial corridor, and it now includes an annual 5% rounded inflationary factor.

The base rates for this lease extension are as follows:

- July 19, 2025 July 18, 2026: \$5,332.53
- July 19, 2026 July 18, 2027: \$5,599.16
- July 19, 2027 July 18, 2028: \$5,879.12
- July 19, 2028 July 18, 2029: \$6,173.08
- July 19, 2029 July 18, 2030: \$6,481.73

Additionally, an administrative fee of \$300 per year will be applied.

The lease agreement will require Westborn Acquisitions LLC to indemnify and hold the City harmless from any claims or liabilities. The business must also provide proof of insurance naming the City as an additional insured.

PRIOR COUNCIL ACTION:

Council Resolution 7-333-23 authorized the City to enter into a lease agreement for 1548 sq ft of the 6,640 sq ft. West Downtown Pocket Park (map attached) with Westborn Acquisitions LLC, which owns the building located at 22049 Michigan Avenue. This lease was a 2-year lease expiring on July 19, 2025 and provided for two additional five-year renewals.



BACKGROUND:

Communities often design flexible downtown spaces, including parklets and outdoor dining areas, to create vibrant environments and foster local business growth. The West Downtown Development Authority (WDDDA) and the Economic Development Department actively support businesses seeking outdoor dining opportunities, aligning with the Downtown Dearborn Vision Plan.

Westborn Acquisitions LLC has requested a lease renewal for the 1548 sq ft outdoor space at the West Dearborn Pocket Park (22054 Michigan Ave) to continue offering outdoor dining. Per the lease agreement, the tenant is solely responsible for maintaining the leased area and outdoor seating installations at their own expense.

This new lease agreement will be for five (5) years, with the tenant having the option to extend the term by one additional five-year period if certain conditions (outlined in the lease) are met. The agreement also includes provisions for the business to indemnify and hold the City harmless from any claims or liabilities, and to provide evidence of insurance naming the City as an additional insured.

FISCAL IMPACT:

The first Base Rent payment is due on the Lease Commencement Date. The base rates during this Lease extension are as follows:

- July 19, 2025 July 18, 2026: \$5,332.53
- July 19, 2026 July 18, 2027: \$5,599.16
- July 19, 2027 July 18, 2028: \$5,879.12
- July 19, 2028 July 18, 2029: \$6,173.08
- July 19, 2029 July 18, 2030: \$6,481.73

COMMUNITY IMPACT:

Increased outdoor dining opportunities contribute to vibrant neighborhoods and enhance the commercial viability of businesses in the corridor. The lease also includes a provision ensuring the leased area remains accessible to the general public at all times.

IMPLEMENTATION TIMELINE:

Under this amendment, the lease term will be extended for five (5) years, starting July 19, 2025, and ending July 18, 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.



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

- VIA: Jordan Twardy, Director, Economic Development
- **SUBJECT:** First Amendment to Lease Agreement for 1548 sq ft of land at the West Dearborn Pocket Park
- **DATE:** June 10, 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

It is requested for City Council to authorize the City of Dearborn to enter into a second amendment to the lease agreement with Westborn Acquisitions, LLC. This amendment concerns the lease of 1548 sq ft of the West Dearborn Pocket Park, directly adjacent to the business at 22062 Michigan Ave, for use as an outdoor seating area for its patrons.

Under this amendment, the lease term will be extended for five (5) years, starting June 1, 2025, and ending May 31, 2030. The lease rate is based on a standard rate of \$2.10/sq ft for public spaces in the West Downtown commercial corridor, and it now includes an annual 5% rounded inflationary factor.

The base rates for this lease extension are as follows:

- July 19, 2025 July 18, 2026: \$5,332.53
- July 19, 2026 July 18, 2027: \$5,599.16
- July 19, 2027 July 18, 2028: \$5,879.12
- July 19, 2028 July 18, 2029: \$6,173.08
- July 19, 2029 July 18, 2030: \$6,481.73



Additionally, an administrative fee of \$300 per year will be applied.

Background and Justification

Communities often design flexible downtown spaces, including parklets and outdoor dining areas, to create vibrant environments and foster local business growth. The West Downtown Development Authority (WDDDA) and the Economic Development Department actively support businesses seeking outdoor dining opportunities, aligning with the Downtown Dearborn Vision Plan.

Westborn Acquisitions LLC has requested a lease renewal for the 1548 sq ft outdoor space at the West Dearborn Pocket Park (22054 Michigan Ave) to continue offering outdoor dining. Per the lease agreement, the tenant is solely responsible for maintaining the leased area and outdoor seating installations at their own expense.

Council Resolution 7-333-23 authorized the City to enter into a lease agreement for 1548 sq ft of the 6,640 sq ft. West Downtown Pocket Park (map attached) with Westborn Acquisitions LLC, which owns the building located at 22049 Michigan Avenue. This lease was a 2-year lease expiring on July 19, 2025 and provided for two additional five-year renewals.

This new lease agreement will be for five (5) years, with the tenant having the option to extend the term by one additional five-year period if certain conditions (outlined in the lease) are met. The agreement also includes provisions for the business to indemnify and hold the City harmless from any claims or liabilities, and to provide evidence of insurance naming the City as an additional insured.

The lease agreement stipulates that the tenant is solely responsible for maintaining the leased area and outdoor seating installations at their own cost. This area must remain open to the general public at all times, and the tenant is required to maintain the leased area in a first-class, clean, safe, and well-maintained condition. Furthermore, the agreement includes provisions requiring the business to indemnify and hold the City harmless from any claims or liabilities, and to provide proof of insurance naming the City as an additional insured.







Signature Page

Prepared By:

Department Approval:

— DocuSigned by: Lawa Accres-Sancher — D4E839D504AA420...

Laura Aceves-Sanchez, Economic Vitality Manager

DocuSigned by: 7 1C7ADC7466A843C.

Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

DocuSigned by: Jeremy Romer E7A573BA25E3460.

Jeremy J Romer, Corporation Counsel

FIRST AMENDMENT TO LEASE AGREEMENT DATED JULY 27, 2023 BETWEEN THE CITY OF DEARBORN AND WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV

PREMISES: 1548 SQ FT LEASED PATIO AREA FOR OUTDOOR SEATING IN CITY OWNED POCKET PARK MORE COMMONLY KNOWN AS: 22054 MICHIGAN B TAX ID NO: 82-09-221-09-402

This First 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 WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV, a Michigan Limited Liability Company ("Tenant"), whose address is 22048 Michigan Avenue, Dearborn, MI 48124, to set forth certain amendments to the original Lease Agreement dated July 27, 2023 ("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 July 19, 2025 and ending on July 18, 2030, pursuant to the option to extend set forth in Paragraph 3 of the Lease Agreement.
- 2. The Base Rate during this Lease extension shall be as follows:

7/19/2025-7/18/2026	\$5,332.53
7/19/2026-7/18/2027	\$5,599.16
7/19/2027-7/18/2028	\$5,879.12
7/19/2028-7/18/2029	\$6,173.08
7/19/2029-7/18/2030	\$6,481.73

The first Base Rent payment is due on July 19, 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. The Administrative Fee shall be Three Hundred Dollars (\$300.00) per year. The first Administrative Fee payment is due on July 19, 2025. Thereafter, Tenant shall pay the Administrative Fee annually to Landlord, by ACH, on the anniversary date of the Lease Commencement Date.

This First Amendment to Lease Agreement is subject to Dearborn City Council approval.

All other terms and conditions contained in the Lease Agreement dated July 27, 2023, (attached hereto as Exhibit A) not specifically modified by this First Amendment to Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First 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 <u>day of</u>, 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:

WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV

BY: MOHAMMED ALJAHMI Its Owner

STATE OF MICHIGAN)) SS. COUNTY OF WAYNE)

On the _____day of ______, 2025, before me appeared MOHAMMED ALJAHMI, to me personally known who, being sworn by me, did say that he is the Owner of WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV, and that said instrument was signed on behalf of WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV, and said MOHAMMED ALJAHMI acknowledged said instrument to be the free act and deed of WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV.

> Notary Public, Wayne County, MI My Commission expires:

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LEASE AGREEMENT

7/27/2023

THIS LEASE AGREEMENT (the "Lease"), is made as of ______, 2023, by and between CITY OF DEARBORN, a Michigan municipal corporation ("Landlord") whose address is 16901 Michigan Avenue, Suite 15, Dearborn, Michigan 48126, and Westborn Acquisitions LLC DBA Sheeba Restaurant IV, a Michigan limited liability company ("Tenant"), whose address is 22048 Michigan Avenue, Dearborn, Michigan 48124.

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 restaurant business that is located in the building located at 22048 Michigan Avenue, Dearborn, MI 48124 ("Restaurant") and wishes to accommodate outdoor seating for its patrons. Michelle Lee, on behalf of Lee Michigan Ave. Real Estate Holdings LLC, owner of the building located at 22048 Michigan Avenue, Dearborn, MI 48124, has been notified that Tenant is executing this Lease, and has signed the Notice of Lease attached as <u>Exhibit B</u>.

D. Tenant wishes to lease 1548 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. <u>LEASE</u>. Landlord, in consideration for the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the 1548 sq. ft. located on the Premises, depicted in <u>Exhibit C</u> ("Leased Area"), based upon the terms and conditions set forth in this Lease.

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

3. <u>TERM</u>. The term of this Lease ("Term") shall be for two (2) 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.

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The Term of the lease shall commence upon July 19, 2023 ("Lease Commencement Date").

4. <u>BASE RENT</u>. Tenant shall pay to Landlord as base rent ("Base Rent") for the use of the Leased Area the sum of FOUR THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$4,700.00) 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 Lease Commencement Date. Thereafter, Tenant shall pay Base Rent annually to Landlord, by Automatic Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date,

5. <u>ADMINISTRATIVE FEE</u>. 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 OO/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. <u>REPAIR AND MAINTENANCE</u>. 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 builds, 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 graffitl from the Leased Area;
- H. pay for all water and utility costs associated with the Leased Area; and
- i. 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. <u>TAXES</u>. 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. <u>SPECIFICATIONS</u>.
 - 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

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accordance with the terms of this Agreement. Tenant further agrees that the Premises shall be clear of all ilens, 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 compiles 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. <u>PUBLIC USE</u>. 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. <u>ASSIGNMENT OF LEASE</u>. 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. <u>INSURANCE</u>. 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. <u>INDEMNIFICATION</u>. 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:

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- 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 of the outdoor seating area improvements if required by Landlord at the expiration or termination of the Lease term.

14. <u>COVENANTS OF THE LANDLORD</u>. 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, provisions, and covenants of any other term or condition of this Lease and fall 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 rant 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

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pay to prevailing party all expenses incurred therefor, including reasonable attorney's fees incurred.

- D. The parties hereto shall and they do hereby walve 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 walvers of any covenant or condition by Landlord shall not be construed as a walver 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: Westborn Acquisitions LLC DBA Sheeba Restaurant IV 22048 Michigan Avenue Dearborn, MI 48124 Attn.: Mohammed Aljahmi

- 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.

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- 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.
- 1. 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 form 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.

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- 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.

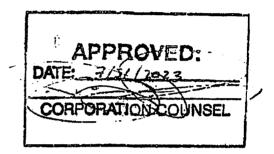
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF DEARBORN Landlord

BY:

08/01/2023

ABDULLAH, H. HAMMOUD Mayor, City of Dearborn As authorized by CR



STATE OF MICHIGAN)) ss COUNTY OF WAYNE)

On the <u>1st</u> day of <u>August</u>, 2023, before me appeared ABDULLAH H. HAMMOUD, to me personally known who, being swom 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 <u> $-7 \cdot 333 - 23$ </u>, and said ABDULLAH H. HAMMOUD acknowledged said instrument to be the free act and deed of the City of Dearborn.

AMY M. MASCARELLO NOTARY PUBLIC, STATE OF MI COUNTY OF WAYNE MY COMMISSION EXPIRES Sop 2, 2025 ACTING IN COUNTY OF COMPLEX

my M Mascarello

Notary Public, Wayne County, MI My Commission expires: $q_2/25$

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WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV Tenant

BY:

Mohammed Allahmi, Owner

STATE OF MICHIGAN)

) SB COUNTY OF WAYNE)

On the 29^{+} day of 50^{-} , 2023, before me appeared MOHAMMED ALJAHMI, to me personally known who, being sworn by me, did say that he is the Owner of Westborn Acquisitions LLC DBA Sheeba Restaurant IV and that said instrument was signed on behalf of Westborn Acquisitions LLC DBA Sheeba Restaurant IV and said MOHAMMED ALJAHMI acknowledged said instrument to be the free act and deed of Westborn Acquisitions LLC DBA Sheeba Restaurant IV.

St leonaria

Notary Public, Wayne County, Mi My Commission expires:

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EXHIBIT A

W 40 ft of Lot 16 Detroit Arsenal Grounds Dearborn subdivision as recorded in Liber 43, Page 93 of Plats, Wayne County Records.

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

Commonly Known As: 22054 Michigan Avenue, Dearborn, Mi 48124

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EXHIBIT B

NOTICE OF LEASE

I, Michelle Lee, on behalf of Lee Michigan Ave. Real Estate Holdings LLC, owner of the building located at 22048 Michigan Avenue, Dearborn, Michigan 48124, hereby acknowledge that I have been advised that my tenant, Westborn Acquisitions LLC d/b/s Sheebs Restaurant IV, will be executing a lease agreement with the City of Dearborn to lease a portion of the Cityowned lot at 22054 Michigan Avenue for an outdoor seating area for Sheebs Restaurant IV.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS NOTICE OF LEASE, AND SIGNS IT AS HER OWN FREE ACT ON BEHALF OF LEE MICHIGAN AVE REAL ESTATE HOLDINGS LLC. THE UNDERSIGNED ACKNOWLEDGES THAT SHE HAS THE AUTHORITY TO SIGN THIS NOTICE OF LEASE ON BEHALF OF LEE MICHIGAN AVE REAL ESTATE HOLDINGS LLC. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THIS NOTICE OF LEASE.

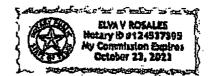
6 13 2023

AMCHELLB LEE Lee Michigan Ave. Real Estate Holdings LLC

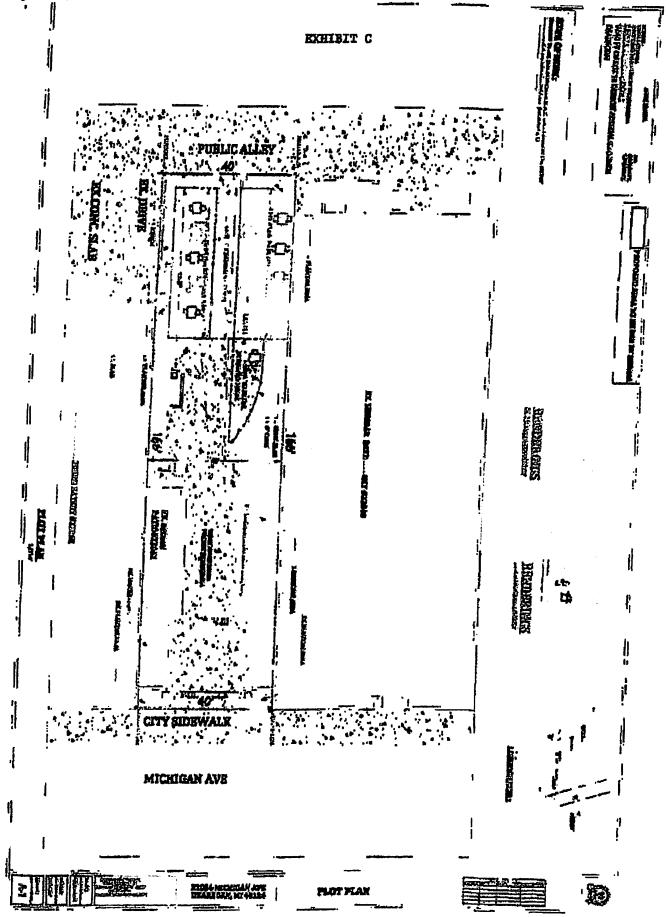
Subscribed and swom to before ma this 13 day of Queene , 2023

Parme OUL (: / Notary Public

County of Harris State of 1854 State of 1854



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By Paris supported by Enos.

7-333-23. WHEREAS: Westborn Acquisitions LLC DBA Sheeba Restaurant IV (22049 Michigan Ave) requested the use of 1548 sg. ft. of outdoor space located at the West Dearborn Pocket Park (22054 Michigan Ave) to extend its dining options for its patrons outside to increase outdoor dining opportunities and the vibrancy of the commercial corridor, and

WHEREAS: Currently, the City leases 650 sq. ft. of the West Dearborn Pocket Park to another adjacent business, Flex Holdings, LLC for outdoor dining for its patrons; the term of the lease commenced on June 1, 2020 and is in effect for five-years and the tenant has the option to extend the term by two (2) five-year periods, and

WHEREAS: The new proposed lease to Westborn Acquisitions LLC DBA Sheeba Restaurant IV will be directly adjacent to the property leased to Flex Holdings, LLC, and

WHEREAS: To continue the growth of the outdoor dining environment for West Downtown Dearborn, the Economic Development Department requests that the City Council authorize the proposed lease of 1548 sq. ft. of land at the West Dearborn Pocket Park to Westborn Acquisitions LLC DBA Sheeba Restaurant IV for outdoor dining purposes; therefore be it

RESOLVED: That this lease agreement with Westborn Acquisitions LLC DBA Sheeba Restaurant IV shall be for the term of two (2) years and the tenant has the option to extend the Term by two (2) five-year periods provided certain conditions (outlined in the lease) are met; be it further

RESOLVED: That the business will pay base rent in the amount of \$4,700 per year, adjusted annually by the Consumer Price Index for all Urban Consumers and the first Base Rent payment is due on the Lease Commencement Date, as well as a \$200 administrative fee per year; be it further

RESOLVED: That the lease agreement 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; be it further

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RESOLVED: That the Mayor be and is hereby authorized to execute the lease agreement for 1548 sq. ft. of space at the West Dearborn Pocket Park on behalf of the City; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.



REQUEST: Rezoning: 100 N. Telegraph Road (Parcel# 82-09-163-30-003)

DEPARTMENT: Economic Development

BRIEF DESCRIPTION:

- Existing Zoning: BA (Local Business District)
- Proposed Zoning: BB (Community Business District)
- Planning Commission recommended approval of the request at the May 12th, 2025 meeting.
- Planning & Zoning Division recommended approval to the Planning Commission.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

The parcel's future land use designation of *Mixed-Use Centers: Vehicle Oriented* (as designated by the Master Plan) aligns with the BB (Community Business District) & BC (General Business District) zoning districts.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

Existing on the site is a gas station which is a nonconforming use in the BA zoning district. Rezoning the parcel to BB would allow it become a conforming use.

IMPLEMENTATION TIMELINE:

Requires two readings by City Council.

COMPLIANCE/PERFORMANCE METRICS: N/A



- TO: City Council
- FROM: Planning Commission
- VIA: Mayor Abdullah H. Hammoud
- SUBJECT: Rezoning: 100 N. Telegraph Road (Parcel# 82-09-163-30-003)
- DATE: June 5th, 2025 (COW)

Summary of Request

The applicant is requesting to rezone 100 N. Telegraph Road from BA (Local Business) to the BB (Community Business) zoning district. The site is~0.281 acres and contains a gas station with an accessory retail store. The applicant is requesting to rezone the site in order to reconfigure and update the site.

Background and Justification

• Per the Master Plan, the future land use of the subject properties is *Mixed-Use Centers: Vehicle-Oriented.* The proposed rezoning to Business B aligns with this designation as illustrated in the table below.

Zoning Districts	Future Land Use Mixed-Use Centers
	Vehicle-Oriented
R-A One Family Residential	
R-B One Family Residential	
R-C Multiple Family Residential	
R-D Multiple Family Residential	
R-E Multiple Family Residential	
R-P Preservation	
O-S Business Office	
B-A Local Business	
B-B Community Business	
B-C General Business	\boxtimes
B-D Downtown	
I-A Light Industrial	
I-B Medium Industrial	
I-C Intensive Industrial	
I-D General Industrial	
T-R Technology Research	
PUD, Planned Unit	
Development/Mixed Use	
FP, Floodplain	
VP, Vehicular Parking	



ECONOMIC DEVELOPMENT EXECUTIVE SUMMARY AND MEMORANDUM

• The Master Plan defines the *Mixed-Use Centers: Vehicle Oriented* designation as the following:

"Local, community and regional commercial areas of the City where buildings and parking are arranged to place an emphasis on customers arriving via automobile. Characterized by larger, single-use, retail buildings with abundant front and side yard parking and buildings setback, appropriate land uses include: general retail, food service, and office and service type uses. Automobile oriented uses such as gas stations, auto repair, and drive-through facilities may be appropriate in these areas when designed in relationship to the area's character."

- Existing on site is a nonconforming gas station which is currently not a permitted use within the BA District.
 - Rezoning the property would allow the gas station to become a conforming use. Gas stations are permitted in the BB district subject to Special Land Use approval.
- The Zoning Ordinance places strict limitations on any modifications to the nonconforming uses and structures. Rezoning the property would permit improvements to the site. However, modifications would still require compliance with applicable site development standards and would still be subject to the Planning Commission's review and approval (since it is a Special Land Use).
- Due to the underground storage tanks and potential contamination, gas stations are often challenging to redevelop. Because of these factors, the existing gas station use is unlikely to change.

BA to BB Comparison

- An overview of differences in the development regulations between the BA and BB districts are provided in Exhibit C-8.
- An overview of the uses permitted by right and subject to Special Land Use approval in the BA and BB districts are provided in Exhibit C-9.
 - The BA district is intended to provide low-intensity commercial uses for adjacent residential areas; in contrast, the BB district is intended to provide for commercial development that offers a broad range of goods and services.
- Due to the property's location on Telegraph Road (a large state highway), a slightly more intense commercial zoning district could be accommodated for.
- This would be consistent with the zoning pattern of Telegraph Road, which primarily consists of BB-zoned properties, in the southern part of the City.



- There may be some uses in the BB district that may not compatible with the nearby School and Church (located west across Telegraph Road).
 - However, the majority of those uses are Special Land Uses in the BB district which would require a more detailed review by the Planning Commission.

Recommendation:

After due consideration and a public hearing on May 12th, 2025 the following recommendation was made by the Planning Commission:

A motion was made by Commissioner Abdallah, supported by Commissioner Kadouh to approve the request of Michael Tsakoff, on behalf of Wayne Rental & Development LLC, to rezone 100 N. Telegraph Road (Parcel #: 82-09-163-30-003) from BA (Local Business District) to the BB (Community Business District) zoning classification. Upon roll call the following vote was taken: Ayes: (8) (Commissioners Abdallah, Abdulla, Easterly, Fadlallah, Kadouh, Mohamad, Phillips, & Saymuah). Absent: (1) (Commissioner King). The motion was adopted.

Signature Page

Prepared by:

Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP Planning and Zoning Manager

Approved:

JORDAN TWARDY Economic Development Director

DocuSigned by: Geremy Romer F7A573BA25F3460 JEREMY ROMER **Corporation Counsel**

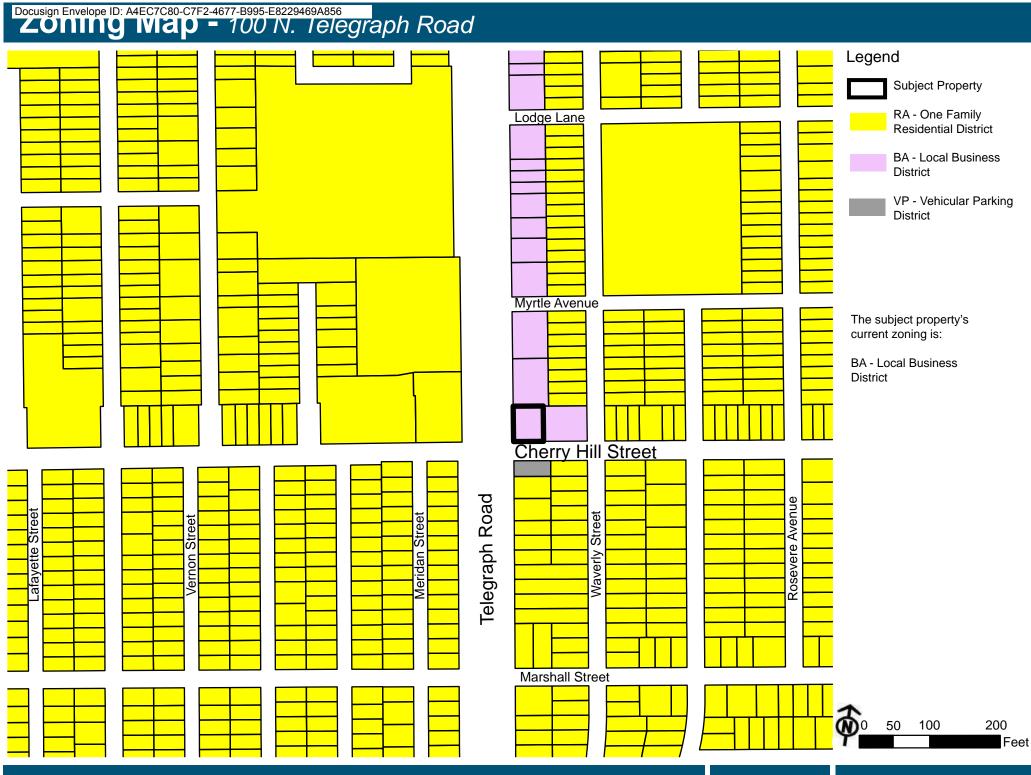
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DEARBORN PLANNING COMMISSION

May 12th, 2025

500 Feet



Docusign Envelope ID: A4EC7C80-C7F2-4677-B995-E8229469A856 Toposed Zoning Wap - 100 N. Telegraph Road



Docusign Envelope ID: A4EC7C80-C7F2-4677-B995-E8229469A856 FUTURE Land USE - 100 N. Telegraph Road



EXISTING Site Conditions - 100 N. Telegraph Road



DEARBORN PLANNING COMMISSION

Sec. 29.02. - Schedule of regulations.

All buildings, uses, and parcels of land shall comply with the regulations set forth in the following schedule of regulations and footnotes thereto.

Section 29.02–SCHEDULE OF REGULATIONS

	Lot Min	nimum	Maxir Heigi Struci	ht of	Maximum Coverage of Lot by All Buildings		Requi	n Setbac irement ⁼ eet) ^{i.}	ck	Minimum Usable Floor Area Per Unit (Sq. Ft.)	Maximum Density Units/ Acre
District	Area (Sq. Ft.)	Width (Feet)	In Stories	In Feet		Front Yard	One Side Yard	Other Side Yard	Rear Yard		
R-A One Family	7,500 g.	60'	a.	a.	C.	25' ^{b.}	a.	a.	a.	1,200	5.8
R-B One Family	6,000 ^{g.}	50'	а.	a.	C.	25' ^{b.}	a.	a.	a.	1,000	7.26
R-P Residential Preservation											
R-B Duplex	3,500/ unit	70'	a.	a.		25' ^{b.}	a.	a.	a.	1,000	6.23
R-C Multiple Family Low Density	5,000/ unit	_	2	30'	40%	25'	10'	10'	20'		8.71
R-D Multiple Family Medium Density	3,600/ unit	_	3	40'	50%	35'	20'	20'	30'		12.1
R-E Multiple Family High Density	2,100/ unit	_	4	50'	60%	45'	30'	30'	30'		20.7
R-E Housing for the Elderly	1,500/ unit ^{k.}	_	4 d.	50' d.	30%	25'	30'	30'	30'	350	29.04 d.
R-E Condominium Stacked Units	1,400/ unit	_	4	45'	50%	15'	9'	9'	30'		31
O-S Business Office		_	3	35'	25%	10'	7' ^{e.} h.	e. h.	20'		_
B-A Local Business			2	30'	30%	50' ^{f.}	7' ^{h.}	e. h.	20'		_
B-B Community Business	_	_	3	40'	40%	50' ^f .	7' ^{h.}	e. h.	20'	_	_
B-C General Business	—	_	4	50'	50%	50' ^{f.}	7' ^{h.}	e. h.	20'	—	—
B-D Downtown Business											
I-A Light Industrial	_		2	35'	60%	20'	20'	20'	20'	_	_
I-B Medium Industrial	_		5 ⁰	85' ⁰	60%	20'	20' ^p	20' ^p	20'	_	_
I-C Intensive Industrial	_		_	—	_	20'	20' ^p	20' ^p	20'	_	_

I-D General Industrial	_		_		_	20'	20' ^p	20' ^p	20'	_	_
T-R Technology & Research	1 acre	100'	3	40'	_	20'	20'	20'	20'	_	_
PUD Planned Unit Development	I	Refer to District Provisions—Article 23.00					_	_	_	_	_
F-P Floodplain	I	Refer to District Provisions—Article 24.00				_	_	_	_	_	
V-P Vehicular Parking		35'	No Bui Permit				10'	10'	10'	_	—

Footnotes to Section 29.02—Schedule of regulations:

a. In a one-family residential district the minimum required side and rear setbacks and maximum permitted building height shall be based upon the width of the lot per the table below:

	Side Yard S	etbacks	Rear Setback	Height			
Lot Width	Minimum Single Side Yard Setback (feet)	Minimum Total Side Yards Setback (feet)	Minimum Rear Yard Setback (feet)	Maximum Eave Height for second story (feet)	Maximum Midpoint of the Roof Height (feet)	Maximum Stories	
Less than 46 feet	3	12	20	20	24	2	
46 - 50 feet	3	13	21	20	24	2	
51 - 55 feet	4	14	22	20	25	2	
56 - 60 feet	5	15	23	20	25	2	
61 - 65 feet	6	16	24	21	26	2	
66 - 70 feet	7	17	25	21	26	2	
71 - 75 feet	8	18	26	21	26	2	
76 - 80 feet	9	19	27	22	27	2	
81 - 90 feet	10	20% of total width	28	22	27	2	
91 - 100 feet	10	20% of total width	29	22	27	2	
101 - 110 feet	10	20% of total width	30	22	28	2.5	
111 - 120 feet	10	20% of total width	30	22	28	2.5	
121 - 130 feet	10	20% of total width	30	23	29	2.5	
131 - 140 feet	10	20% of total width	30	23	29	2.5	
141 - 150 feet	10	20% of total width	30	23	29	2.5	
151 - 160 feet	12	20% of total width	30	24	30	2.5	
161 - 170 feet	14	20% of total width	30	24	30	2.5	
171 - 180 feet	16	20% of total width	30	24	30	2.5	
Greater than 180 feet	18	20% of total width	30	25	31	2.5	

b. For new homes on isolated vacant lots in established neighborhoods, the setback requirement of twenty-five-(25)-foot homes may be adjusted to meet the existing setback for the homes that are in the area.

c. In a one-(1)-family residential district the maximum permitted lot coverage shall be based upon the size of the lot and garage configuration per the table below:

Lot Size	Garage Type	Principal Structure ^{3 2}	<i>Minimum Landscaping</i> (Front Yard) ³	<i>Minimum Landscaping</i> (Total Property) ^{4, 5}
	Detached	25	65	40
Less than 5,000 sq. ft.	Attached ¹	30	55	55
5,001 – 7,500 sg. ft.	Detached	25	70	45
5,001 - 7,500 sq. ii.	Attached	30	60	55
7,501 – 10,000 sq. ft.	Detached	25	75	50
7,501 – 10,000 sq. n.	Attached	30	65	55
Greater than 10,000 sq. ft.	Detached	25	75	50
	Attached	30	70	55

1. See limitations on attached garages on narrow lots in section 2.05 of this ordinance.

2. Principal structure coverage includes only the footprint of the home and any attached garage.

3. Front porches are only regulated under minimum landscaping for the total property and do not count against the minimum landscaping requirement for the front yard.

- 4. Air conditioning units do not count against the minimum landscaping regulations for the total property.
- 5. A maximum of 5% of the total minimum landscaping area may be used for permeable pavers.
- d. All existing senior citizen housing developments are exempt from height and density requirements.
- e. No setback is required on interior lots but shall be subject to the requirements of the Building Code.
- f. Setback shall be measured from the centerline of the abutting street.

g. A one-(1)-family dwelling comprising the principal occupancy of a freestanding building may be located on a lot not less than six thousand (6,000) square feet in area, having minimum width of at least fifty (50) feet per lot; provided, however that in case of lots which are in a plat, recorded with the Wayne County Register of Deeds Office on the effective date of this ordinance, each of which lots has an area of at least three thousand five hundred (3,500) square feet, such lots may each have erected thereon a one-(1)-family dwelling, provide the requirements for rear and side yards, as specified in the Zoning Ordinance, are complied with, and provided further, that no lot in a recorded plat in the city, which, on the effective date of this ordinance, is less than six thousand (6,000) square feet, shall be divided to permit a single dwelling to be erected on an area less than the whole area of such lot.

- h. Minimum corner lot setback on exterior side yard required.
- i. Where buildings are abutting, all yard measurements shall be cumulative.
- j. Reserved.
- k. Refer to Section 7.03A. regarding housing for the elderly.
- I. Reserved.
- m. Reserved.
- n. Reserved.

o. The permitted height of buildings in the I-B District that are at least four hundred (400) feet from the nearest property which is residentially-zoned and used as a dwelling, school, park, or religious institution, regardless of jurisdiction, shall be six (6) stories and one hundred two (102) feet. Such permitted height shall increase by an additional story (up to a maximum of ten (10) stories) and an additional seventeen (17) feet (up to a maximum of one hundred seventy (170) feet) for each additional fifty (50) feet as measured from the building wall to the nearest residentially-zoned property which is used as a dwelling, school, park, or religious institution.

p. The side yard setback may be reduced as part of site plan approval for multiple buildings constructed as part of a campus-like or multiple building projects on a single parcel or adjacent parcels under common ownership or control.

(Ord. No. 93-553, § 29.02, 2-2-1993; Ord. No. 95-627, 3-7-1995; Ord. No. 97-701, 5-6-1997; Ord. No. 03-968, 7-1-2003; Ord. No. 04-996, 2-17-2004; Ord. No. 09-1217, 3-16-2009; Ord. No. 16-1526, 3-15-2016; Ord. No. 16-1563, 12-13-2016; Ord. No. 18-1627, 9-24-2019; Ord. No. 20-1675, 8-25-2020; Ord. No. 21-1723, 1-11-2022; Ord. No. 24-1822, 8-20-2024)

Business A (BA) – Local Business District: Section 14 of Zoning Ordinance

Uses Permitted in BA (Local Business District)

Business, Executive, Administrative, and Professional Offices.

Business and Technical Schools and Schools and Studios for Photography, Art, Music, and Dancing.

Establishments Utilizing Customer-Operated Automatic Washer, Dryer, or Dry-Cleaning Machines for Family Washing or Dry Cleaning.

Financial Institutions without Drive-Through Facilities.

Libraries, Museums, and Publicly-Owned Buildings for Offices or Business Functions

Medical or Dental Clinics and Offices

Neighborhood Newspaper Distribution Stations

Provided that Loading and Unloading Area is Provided on the Site

Accessory Uses such as Personal Service Establishments such as Shoe Repair Shops, Tailor Shops, Beauty Parlors, Barber Shops, Tanning Salons, and Dry Cleaning or Laundry Pickup Stations

Provided that Processing is not on the Premises and the use is Customarily Incidental to the Above Permitted Uses.

Private Clubs, Fraternities, and Lodges without Rental of Facilities

Religious Institutions

Retail Stores

Stores Purchasing Jewelry, Leather Goods, Candles, and Similar Merchandise to be Sold at Retail on the Premises

Provided that the Services of not more than Four (4) Persons are Required to Produce Such Merchandise

Accessory Structures and Uses Customarily Incidental to the Above Permitted Uses

Other Uses not Specifically Listed in this Ordinance

Determination must be made by the Director of Building and Safety that Such Use is similar to Other Permitted Uses in This District.

Special Land Uses in BA (Local Business District)

Group Day Care Homes/Child-Care Centers

Multiple-Family Dwellings to Include Rental Apartments and Condominium Units. These Dwellings Shall only be a Special Land Use on the Second Floor of Buildings in which the First Floor is Occupied by Commercial Uses that are Permitted or are a Special Land Use in the BA Zoning District

Restaurants: Standard Restaurants, Carry-out Restaurants, and Restaurants with Outdoor Seating.

Business B (BB) – Local Business District: Section 15 of Zoning Ordinance

Uses Permitted in BB (Community Business District)
--

Bakeries

All Goods for Retail Sale on the Premises

Blueprinting Shops

Business, Executive, Administrative, and Professional Offices.

Business and Technical Schools and Schools and Studios for Photography, Art, Music, and Dancing.

Commercial Parking Lots

Electronics, Bicycle, and Household Appliance Repair Shops

Establishments Utilizing Customer-Operated Automatic Washer, Dryer, or Dry-Cleaning Machines for Family Washing or Dry Cleaning.

Equipment and Car Rentals

Financial Institutions without Drive-Through Facilities.

Laundries and Dry-Cleaning Establishments

Processing Must be Limited to Goods Brought to the Establishment by the Individual Retail Customer

Libraries, Museums, and Publicly-Owned Buildings for Offices or Business Functions

Medical or Dental Clinics and Offices

Neighborhood Newspaper Distribution Stations

Provided that Loading and Unloading Area is Provided on the Site

Accessory Uses such as Personal Service Establishments such as Shoe Repair Shops, Tailor Shops, Beauty Parlors, Barber Shops, Tanning Salons, and Dry Cleaning or Laundry Pickup Stations

Provided that Processing is not on the Premises and the use is Customarily Incidental to the Above Permitted Uses.

Private Clubs, Fraternities, and Lodges without Rental of Facilities

Religious Institutions

Restaurants: Standard, Fast-Food, and Carry-Out Restaurants

Retail Stores

Stores Purchasing Jewelry, Leather Goods, Candles, and Similar Merchandise to be Sold at Retail on the Premises

Provided that the Services of not more than Four (4) Persons are Required to Produce Such Merchandise

Accessory Structures and Uses Customarily Incidental to the Above Permitted Uses

Other Uses not Specifically Listed in this Ordinance

Determination must be made by the Director of Building and Safety that Such Use is similar to Other Permitted Uses in This District.

Outdoor Dining

Business B (BB) – Local Business District: Section 15 of Zoning Ordinance

Alternati	ve Financial Establishments
Automok	pile Filling and/or Repair Stations
	y also Provide Retail Sales of Prepackaged Food Products for Consumption off
Pre	emises
Bar, Lour	nges, and Taverns
Day Labo	or Agencies
Financial	Institutions with Drive-Through Facilities
Funeral H	Ioms and Mortuaries
Group Da	ay Care Home or Child Care Center
Gun Sale	s, Retails Sales, Commercial Services, Storage, or Repair of Firearms
	ist not be Located Closer than 700 feet to the Nearest Residential Zoning District,
	sidential Land Use, Church or Place of Worship, and Public or Private School
Indoor Re	ecreation Facilities
Motels a	nd Hotels
Multiple-	Family Dwellings to Include Rental Apartments and Condominium Units.
The	ese Dwellings Shall only be a Special Land Use on the Second Floor of Buildings in
	ich the First Floor is Occupied by Commercial Uses that are Permitted or are a
	ecial Land Use in the BB Zoning District
Open Air	Businesses
Restaura	nts with Drive Through Facilities
Smoking	Lounges
Veterina	ry Hospitals

April 21, 2025

Michael A. Tsakoff, Architect

24500 Ford Rd., Suite 40 Dearborn Hgts., MI 48127 Voice: 313-949-1628 E mail: mtsakoff@sbcglobal.net

Rezoning Narrative

100 N. Telegraph Commercial Plan Review – The new Use for this site will be the same as the current use. Rezoning from BA to BB.

<u>Re: Redevelopment of BP Station at NE corner of Telegraph & Cherry Hill.</u> Owner: Abdul Beydoun Property Area - .28-acre, 12,232 sq. ft.

<u>Demolition work</u>: 1.) Existing Structure - 1,412 sq. ft. 2.) Existing two canopies. 3.) Six pumps 4.) Existing Asphalt Paving with storm water sheet flow to street.

<u>New Construction</u> 1.) New Structure – 2,197 sq. ft. 2. New single canopy – 78' x 25' feet. 3.) Six new pumps. 4.) New concrete pavement with Storm Water System.

This project is initiated by the owner and is due to the aging infrastructure of underground storage and piping systems.

The current structure is much closer to Telegraph Rd. where four pumps are directly adjacent and parallel to the Telegraph lot line. The existing locations of two pumps place those cars very close to the Telegraph sidewalk and are not considered well served in the interest of public safety.

The filling station on this site has been operating since the 1970's under BA Zoning. Over the years the station has transformed from full service and repair to self-service with C Store.

Employment impact for this redevelopment will be retained or exceeded.

The structure shall be fully accessible and comply with the American Disabilities' Act.

Environmental Impact Statement -

No materials or construction procedures shall be utilized on this project which are prohibited by Law or shall cause a harmful effect on the environment or to any person on the site during construction or later occupancy.

Sincerely,

Michael A. Tsakoff, Architect

313-949-1628



REQUEST: Consider the sale of 14255 Michigan Avenue to Jin Hong for \$220K, following execution of a Purchase Agreement between Jin Hong and the City of Dearborn, and further to authorize the Corporation Counsel or his designee and Mayor to finalize and sign the documents necessary to effectuate the sale.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION: The Department is requesting a sale of 14255 Michigan Avenue to Jin Hong in order to position the property for productive reuse and redevelopment. The City retains ample public parking in the East Downtown and the revitalization of this parcel will contribute to enhancing the economic activity and quality of life in East Downtown.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

After an analysis of the public parking capacity throughout our business districts, including East Downtown, the Economic Development Department seeks to advance the Administration's priority of reducing the inventory of public parking lots owned by the City as both a cost reduction strategy and an opportunity to increase the potential of those lots toward enhancement of Dearborn's business districts.

East Downtown has a parking occupancy rate of approximately 33% per our 2024 parking study, and near 14255 Michigan Avenue the study notes that demand for the adjacent public parking lot along Wellesley St is at only 71% of its capacity. This means that the adjacent Wellesley lot can absorb the 17 spaces currently inventoried at 14255 Michigan Avenue, enabling more productive possibilities for the site.

Recommendation

The Economic Development Department recommends accepting the offer of Jin Hong at the sale price of \$220K, with a deposit due within 5 business days of Council approval of the sale, and finalizing a Purchase Agreement that ensures completion of construction within 24 months of closing unless extended in accordance with terms of the Agreement. The department further recommends that the purchaser not be an LLC (though an LLC can be formed to conduct the redevelopment) and that the due diligence and closing period (90 days) commence upon Council approval of the sale. There is ample public parking available to support existing businesses, and the addition of new construction in the area would support the growth of East Downtown and the resilience of the tax base.

Property Listing and Marketing Process

In 2023 the City retained Savills, Inc to actively market and manage the sale of city-owned commercial sites, services previously provided by CBRE. After predevelopment work by the City, including the parking analysis as well as combining the city-owned portion of the lot with an adjacent parcel formerly owned by AT&T and acquired by the City, Savills listed and marketed 14255 Michigan Avenue for public bid on the Costar and CREXI listing platforms, with intent to compare offers received to valuation by the Assessing Department. This entailed engagement with local businesses, real estate developers, and investors,



tapping into their industry contacts and networks while fielding inbound offers and questions. Marketing efforts produced 20K+ impressions and 2 offers after a final call for offers issued in fall 2024.

Summary of Offers Received

Bidder	Price	Proposed Use	Notes
Lana and Tahani Mohamed	\$190K, will match up to \$220K	2-story development	Self-withdrawn.
Jin Hong	\$220K	2-story development	Indicated readiness to accept City's terms of purchase as is.

Assessing/Valuation

The Assessing Department provided a True Cash Value for the land with a parking lot of \$68,290.

Potential Tax/Revenue Scenarios

Based on the TCV provided by the Assessing Department, the Economic Development Department evaluated potential post-sale tax base impacts for the offers received with a 2-story development:

- \$220K sale price (one mixed use buyer is willing to match other offers up to \$220K)
 - Est tax revenue of \$8,701, and approx. \$100K over 10 years (est. 3% growth/yr)
 - Estimate per area comparables for 2-story mixed-use buildings (2024 taxes).
 - As a parking lot, est. annual revenue is only \$3,934/yr and approx. \$45K over 10 years.

FISCAL IMPACT:

The City would receive sale proceeds less broker commission as well as an estimated \$100K in tax revenue over 10 years once a building is constructed on site.

COMMUNITY IMPACT:

Additional resources would flow into the East DDA, generating opportunities for additional programs and services to the area, and our East Downtown business district would gain additional business activity.

IMPLEMENTATION TIMELINE:

Closing and redevelopment would occur as soon as possible per the terms of the Purchase Agreement.

COMPLIANCE/PERFORMANCE METRICS:

The Economic Development Department would monitor for compliance with the Purchase Agreement. The sale will be subject to the following conditions:

1. The Property is being sold to Purchaser for the express purpose of construction of the two-story, commercial and residential building as outlined in Purchaser's Response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller (the "Proposal"). Sale of the Property is



contingent upon commencement of construction of the Development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing, subject to extensions. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn subject to the terms of this agreement.

- 2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and

3.

- c. Excavation of the basement/foundation has begun.
 - Upon a showing of Good Cause, Dearborn City Council may grant one (1) extension of the construction commencement deadline of up to six

(6) months. "Good Cause" as used in this agreement means among other things that there is a reasonable basis for the request and Purchaser is actively working towards completing the Development. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing. After commencement of construction, extensions to the completion of the construction deadline may be granted upon a showing of Good Cause.

- 4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved upon a showing of Good Cause. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
- 5. Purchaser shall complete construction before building permits expire, which expiration shall not be less than the times set forth in the agreement and as extended.
- 6. The building shall not be occupied until a Certificate of Occupancy has been approved.
- 7. The constructed project must reasonably match the concept outlined in the Purchaser's Proposal that was submitted by Purchaser in response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller. Any significant deviations must be approved by the City's Director of Economic Development in writing.
- 8. Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.
- 9. Property is being sold "AS IS" and "WHERE IS." Seller acknowledges that the Underground Site Conditions may establish Good Cause to extend any timelines as well as changes to the scope of the Development. Purchaser further acknowledges that downtown redevelopment requirements, and underground



site conditions, may require accommodations, such as (but not limited to) leaving old foundations or utilities along road edges or property lines in place to assure that adjacent buildings and existing infrastructure are not undermined, and that new foundations will need to take these conditions into account.

- 10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Proposal development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing subject to extensions. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City subject to the terms of default below.
- 11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance.
- 12. Purchaser must submit a Performance Bond within ninety (90) days after closing. Construction shall not commence until the required bond is submitted and approved by the City.
- 13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing, subject to extensions.
- 14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
- 15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
- 16. Sale is subject to Dearborn City Council approval.



TO:	City Council
FROM:	Jordan Twardy, Director of Economic Development
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Consideration of Sale of 14255 Michigan Avenue to Jin Hong for \$220K.
DATE:	June 10, 2025 (COW - June 5, 2025)

Budget Information

Adopted Budget: NA

Amended Budget: NA

Requested Amount: NA

Funding Source: NA

Supplemental Budget: NA

Summary of Request

Consider the sale of 14255 Michigan Avenue to Jin Hong for \$220K, following execution of a Purchase Agreement between Jin Hong and the City of Dearborn, and further to authorize the Corporation Counsel or his designee and Mayor to finalize and sign the documents necessary to effectuate the sale. The City retains ample public parking in the East Downtown and the revitalization of this parcel will contribute to enhancing the economic activity and quality of life in East Downtown.

Immediate effect is requested.

Background and Justification

After an analysis of the public parking capacity throughout our business districts, including East Downtown, the Economic Development Department seeks to advance the Administration's priority of reducing the inventory of public parking lots owned by the City as both a cost reduction strategy and an opportunity to increase the potential of those lots toward enhancement of Dearborn's business districts.

East Downtown has a parking occupancy rate of approximately 33% per our 2024 parking study, and near 14255 Michigan Avenue the study notes that demand for the adjacent public parking lot along Wellesley St is at only 71% of its capacity. This means that the adjacent Wellesley lot can absorb the 17 spaces currently inventoried at 14255 Michigan Avenue, enabling more productive possibilities for the site.

Recommendation

The Economic Development Department recommends accepting the offer of Jin Hong at the sale price of \$220K.There is ample public parking available to support existing businesses, and the addition of new construction in the area would support the growth of East Downtown and the resilience of the tax base. The proposed redevelopment of this parcel would further accelerate the growth and prosperity of East Downtown, whose stakeholders seek additional investment and business activity in the area.

The sale will be subject to the following conditions:



- 1. The Property is being sold to Purchaser for the express purpose of construction of the two-story, commercial and residential building as outlined in Purchaser's Response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller (the "Proposal"). Sale of the Property is contingent upon commencement of construction of the Development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing, subject to extensions. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn subject to the terms of this agreement.
- 2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement/foundation has begun.
 - Upon a showing of Good Cause, Dearborn City Council may grant one
 (1) extension of the construction commencement deadline of up to six

(6) months. "Good Cause" as used in this agreement means among other things that there is a reasonable basis for the request and Purchaser is actively working towards completing the Development. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing. After commencement of construction, extensions to the completion of the construction deadline may be granted upon a showing of Good Cause.

- 4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved upon a showing of Good Cause. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
- 5. Purchaser shall complete construction before building permits expire, which expiration shall not be less than the times set forth in the agreement and as extended.
- 6. The building shall not be occupied until a Certificate of Occupancy has been approved.
- 7. The constructed project must reasonably match the concept outlined in the Purchaser's Proposal that was submitted by Purchaser in response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller. Any significant deviations must be approved by the City's Director of Economic Development in writing.
- 8. Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and



all taxes and/or other assessments associated therewith.

- 9. Property is being sold "AS IS" and "WHERE IS." Seller acknowledges that the Underground Site Conditions may establish Good Cause to extend any timelines as well as changes to the scope of the Development. Purchaser further acknowledges that downtown redevelopment requirements, and underground site conditions, may require accommodations, such as (but not limited to) leaving old foundations or utilities along road edges or property lines in place to assure that adjacent buildings and existing infrastructure are not undermined, and that new foundations will need to take these conditions into account.
- 10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Proposal development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing subject to extensions. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City subject to the terms of default below.
- 11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance.
- 12. Purchaser must submit a Performance Bond within ninety (90) days after closing. Construction shall not commence until the required bond is submitted and approved by the City.
- 13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing, subject to extensions.
- 14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
- 15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
- 16. Sale is subject to Dearborn City Council approval.



Signature Page

DocuSigned by: Jordan Twardy Economic Development Director

DocuSigned by: Jeremy Romer Jeremy Romer 3460... **Corporation Counsel**

DocuSigned by:

Michael Lunnedy Michael Kennedy Finance Director/Treasurer Jacob Hurston Jacob Thurston Jacob Thurston Assessor



COUNCIL RESOLUTION

WHEREAS: The Economic Development Department, based on feedback from the community, has been working to increase the variety of business, entertainment, and housing options in our business districts, and

WHEREAS: The City-owned lot at 14255 Michigan Avenue, in the heart of our East Downtown District presented a unique opportunity to catalyze this type of investment, and the department sought to achieve this through a public solicitation, inviting potential purchasers to submit offers for the purchase of this City-owned lot, with terms outlined in a Purchase Agreement between the City and the purchaser, and

WHEREAS: Through this competitive public process, the City and its commercial broker, Savills Inc., worked to ensure that (1) the City received appropriate, market-based compensation for the sale of the lot; (2) proposed concepts were compatible with zoning requirements and the community vision for the area; and (3) there are adequate performance measures and timelines to ensure payment to the City and performance on the terms of the Purchase Agreement, and

WHEREAS: Having received three (3) offers for the purchase of the property, the Economic Development Department evaluated each offer based on the factors noted above and input from the Assessing Department on the value of the property, and recommends that the City be authorized to sell to Jin Hong for the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) the vacant lot located at 14255 Michigan Avenue, and more particularly described as follows, for the construction of a two-story commercial and residential development:

LOTS 332-334 WILLIAMSON SUB.

Tax ID No: 82-10-184-05-043

WHEREAS: The sale shall be subject to the following conditions:

 The Property is being sold to Purchaser for the express purpose of construction of the two-story, commercial and residential building as outlined in Purchaser's Response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller (the "Proposal"). Sale of the Property is contingent upon commencement of construction of the Proposal within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of



ECONOMIC EXECUTIVE SUMMARY AND MEMORANDUM

closing, subject to extensions. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn subject to the terms of this agreement.

- 2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement/foundation has begun.
- 3. Upon a showing of Good Cause, Dearborn City Council may grant one (1) extension of the construction commencement deadline of up to six (6) months. "Good Cause" as used in this agreement means among other things that there is a reasonable basis for the request and Purchaser is actively working towards completing the Development. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing. After commencement of construction, extensions to the completion of the construction deadline shall be showing Good Cause. granted upon а of
- 4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved upon a showing of Good Cause. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
- 5. Purchaser shall complete construction before building permits expire, which expiration shall not be less than the times set forth in the agreement and as extended.
- 6. The building shall not be occupied until a Certificate of Occupancy has been approved.
- 7. The constructed project must reasonably match the concept outlined in the Purchaser's Proposal that was submitted by Purchaser in response to Seller's public solicitation of



14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller. Any significant deviations must be approved by the City's Director of Economic Development in writing.

- Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.
- 9. Property is being sold "AS IS" and "WHERE IS." Seller acknowledges that the Underground Site Conditions may establish Good Cause to extend any timelines as well as changes to the scope of the Development. Purchaser further acknowledges that downtown redevelopment requirements, and underground site conditions, may require accommodations, such as (but not limited to) leaving old foundations or utilities along road edges or property lines in place to assure that adjacent buildings and existing infrastructure are not undermined, and that new foundations will need to take these conditions
- 10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Proposal development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing subject to extensions. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City subject to the terms of default below.
- 11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance.
- 12. Purchaser must submit a Performance Bond within ninety (90) days after closing. Construction shall not commence until the required bond is submitted and approved by the City.
- 13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing, subject to extensions.
- 14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
- 15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.



ECONOMIC EXECUTIVE SUMMARY AND MEMORANDUM

16. Sale is subject to Dearborn City Council approval and shall not be binding until fully executed.

WHEREAS: Jin Hong shall close upon the sale within ninety (90) days following Council approval of the sale at the Dearborn Administrative Center One extension of time in which to close for no greater than thirty (30) days may be approved. Purchaser must submit a request in writing to the City of Dearborn Law Department at least thirty (30) days prior to the closing deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the request for an extension, Purchaser may present the request to City Council for reconsideration, and

WHEREAS: The sale of the property for the construction of the new development will serve a public purpose by adding to the revitalization of the area and by adding the property to the tax roll to generate revenue for the City, and

WHEREAS: Therefore, it is recommended that the City be authorize to sell to Jin Hong for the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) the vacant lot located at 14255 Michigan Avenue, and more particularly described as follows, for the construction of a two-story commercial and residential development in accordance with the conditions set forth above, and

WHEREAS: It is further recommended that Corporation Counsel, or his designee, be authorized to execute the Purchase Agreement in furtherance of this sale and that, upon receipt of the executed Purchase Agreement, the Mayor be authorized to execute a deed conveying the lot to Lana and Tah Mohamed upon approval of form by Corporation Counsel or his designee; therefore, be it

RESOLVED: That the City of Dearborn be and is hereby authorized to sell to Jin Hong for the sum of Two Hundred Twenty Thousand Dollars (\$220,000.00) the vacant lot located at 14255 Michigan Avenue, and more particularly described as follows, for the construction of a two-story commercial and residential development:

LOTS 332-334 WILLIAMSON SUB.

Tax ID No: 82-10-184-05-043

Commonly Known As: 14255 Michigan Avenue; be it further

RESOLVED: That the sale shall be subject to the following conditions:



- 1. The Property is being sold to Purchaser for the express purpose of construction of the two-story, commercial and residential building as outlined in Purchaser's Response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller (the "Proposal"). Sale of the Property is contingent upon commencement of construction of the Proposal within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing, subject to extensions. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn subject to the terms of this agreement.
- 2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement/foundation has begun.
- 3. Upon a showing of Good Cause, Dearborn City Council may grant one (1) extension of the construction commencement deadline of up to six (6) months. "Good Cause" as used in this agreement means among other things that there is a reasonable basis for the request and Purchaser is actively working towards completing the Development. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing. After commencement of construction, extensions to the completion of the construction deadline shall be granted showing of Good Cause. upon а
- 4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved upon a showing of Good Cause. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.



ECONOMIC EXECUTIVE SUMMARY AND MEMORANDUM

- 5. Purchaser shall complete construction before building permits expire, which expiration shall not be less than the times set forth in the agreement and as extended.
- 6. The building shall not be occupied until a Certificate of Occupancy has been approved.
- 7. The constructed project must reasonably match the concept outlined in the Purchaser's Proposal that was submitted by Purchaser in response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller. Any significant deviations must be approved by the City's Director of Economic Development in writing.
- Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.
- 9. Property is being sold "AS IS" and "WHERE IS." Seller acknowledges that the Underground Site Conditions may establish Good Cause to extend any timelines as well as changes to the scope of the Development. Purchaser further acknowledges that downtown redevelopment requirements, and underground site conditions, may require accommodations, such as (but not limited to) leaving old foundations or utilities along road edges or property lines in place to assure that adjacent buildings and existing infrastructure are not undermined, and that new foundations will need to take these conditions
- 10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Proposal development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing subject to extensions. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City subject to the terms of default below.
- 11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance.
- 12. Purchaser must submit a Performance Bond within ninety (90) days after closing. Construction shall not commence until the required bond is submitted and approved by the City.
- 13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing, subject to extensions.



ECONOMIC EXECUTIVE SUMMARY AND MEMORANDUM

- 14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
- 15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
- 16. Sale is subject to Dearborn City Council approval and shall not be binding until fully executed; be it further

RESOLVED: That Jin Hong shall close upon the sale within ninety (90) days following Council approval of the sale at the Dearborn Administrative Center One extension of time in which to close for no greater than thirty (30) days may be approved. Purchaser must submit a request in writing to the City of Dearborn Law Department at least thirty (30) days prior to the closing deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the request for an extension, Purchaser may present the request to City Council for reconsideration; be it further

RESOLVED: That the sale of the property for the construction of the new development will serve a public purpose by adding to the revitalization of the area and by adding the property to the tax roll to generate revenue for the City; be it further

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

RESOLVED: That this resolution be given immediate effect.

OFFER TO PURCHASE REAL ESTATE

2025

THE UNDERSIGNED PURCHASER, Jin Hong, 14245 Michigan Avenue, Dearborn, Michigan 48126, hereby offers and agrees to purchase from SELLER, CITY OF DEARBORN,

Date:

16901 Michigan Avenue, Dearborn, Michigan 48126, the following land situated in the City of Dearborn, County of Wayne, State of Michigan, described as:

LOTS 332-334 WILLIAMSON SUB.

Tax ID No: 82-10-184-05-043

Commonly Known As: 14255 Michigan Avenue

(hereinafter the "Property"), being known as a VACANT lot, subject to the existing building and use restrictions, subject to a deed restriction which requires commencement of construction of the project, a two-story development as outlined in Purchaser's Response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller, within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing, and subject to extensions, easements and zoning ordinances, if any, and to pay therefore, the sum of TWO HUNDRED TWENTY THOUSAND DOLLARS (\$220,000.00). An Earnest Money Deposit (hereinafter "EMD") of Twenty-Two Thousand Dollars (\$22,000.00) must be submitted within five (5) business days of approval of the sale by the Dearborn City Council along with the signed Purchase Agreement.

THE SALE IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. The Property is being sold to Purchaser for the express purpose of construction of the two-story, commercial and residential building as outlined in Purchaser's Response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller (the "Proposal"). Sale of the Property is contingent upon commencement of construction of the Development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing, subject to extensions. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn subject to the terms of this agreement.
- 2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement/foundation has begun.
- Upon a showing of Good Cause, Dearborn City Council may grant one
 (1) extension of the construction commencement deadline of up to six

(6) months. "Good Cause" as used in this agreement means among other things that there is a reasonable basis for the request and Purchaser is actively working towards completing the Development. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing. After commencement of construction, extensions to the completion of the construction deadline may be granted upon a showing of Good Cause.

- 4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved upon a showing of Good Cause. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
- 5. Purchaser shall complete construction before building permits expire, which expiration shall not be less than the times set forth in the agreement and as extended.
- 6. The building shall not be occupied until a Certificate of Occupancy has been approved.
- 7. The constructed project must reasonably match the concept outlined in the Purchaser's Proposal that was submitted by Purchaser in response to Seller's public solicitation of 14255 Michigan Avenue as facilitated by Savills, Inc. on behalf of Seller. Any significant deviations must be approved by the City's Director of Economic Development in writing.
- 8. Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.
- 9. Property is being sold "AS IS" and "WHERE IS." Seller acknowledges that the Underground Site Conditions may establish Good Cause to extend any timelines as well as changes to the scope of the Development. Purchaser further acknowledges that downtown redevelopment requirements, and underground site conditions, may require accommodations, such as (but not limited to) leaving old

foundations or utilities along road edges or property lines in place to assure that adjacent buildings and existing infrastructure are not undermined, and that new foundations will need to take these conditions into account.

- 10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Proposal development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing subject to extensions. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City subject to the terms of default below.
- 11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance.
- 12. Purchaser must submit a Performance Bond within ninety (90) days after closing. Construction shall not commence until the required bond is submitted and approved by the City.
- 13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing, subject to extensions.
- 14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
- 15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
- 16. Sale is subject to Dearborn City Council approval.

GENERAL CONDITIONS:

a. **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 covenant deed conveying marketable title.

b. **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.

If objection to the title is made, based upon a written opinion of the Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed to either (a) remedy the title defects; or (b) obtain title

insurance specifically insuring against the defects in question; or (c) refund the EMD in full termination of this Agreement if Seller is unable to remedy the 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. If there are no title defects, or such defects are remedied, and Purchaser fails to close within ninety (90) days following Council approval of this Property sale, the EMD shall be forfeited to Seller and retained as liquidated damages.

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 the EMD shall be refunded. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the EMD shall be refunded forthwith in full termination of this Agreement.

c. **Assignment.** After closing and until completion of the project, Purchasers may transfer or assign their interest in the property only if the transfer is to another entity for which they have a demonstrated legal interest. Purchasers shall not sell or assign their interest in the property until after closing.

d. **Default.** This sale is subject to a recorded right to repurchase in favor of the City of Dearborn. At closing, Purchaser agrees to sign a Covenant Deed which will be held in escrow by the title company for a two-year period from the date of closing. If the Purchaser completes construction in accordance with the terms contained herein, the title company shall be directed to destroy the Covenant Deed at the end of the two-year period. If the Purchaser has not complied with the terms contained herein, and has not obtained an extension, the title company shall record the Covenant Deed at the Wayne County Register of Deeds at the end of the two-year period and the Purchaser will be refunded the purchase price, less 10%, less costs to complete the development project, and less any costs associated with the transfer of the property back to the City of Dearborn. All fixtures and improvements to the Property shall become the property of the City upon reimbursement of costs of same to Purchaser, and these costs shall be deducted from any amount owed to the Purchaser as outlined in this section.

e. **Closing.** Purchaser shall close within ninety (90) days following Council approval of this sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126. Upon consummation of the sale, the EMD shall be applied to the purchase price. In the event Purchaser fails to close within ninety (90) days, the sale shall be declared null and void and all deposits and the EMD shall be forfeited.

One extension of time in which to close for no greater than thirty (30) days may be approved. Purchaser must submit a request in writing to the City of Dearborn Law Department at least thirty (30) days prior to the closing deadline, explaining the reason for the extension request upon a showing of Good Cause. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the request for an extension, Purchaser may present the request to City Council for reconsideration.

f. Condition of Premises. By signing this Agreement, Purchaser

acknowledges that Purchaser has examined the Property, is satisfied with the physical condition, and is purchasing the Property in an "AS IS" condition. Purchaser acknowledges that Seller makes no warranties as to the Property being purchased or the condition thereof. Purchaser shall assume all responsibility to conduct any environmental assessment, soil testing and soil conditions. Notwithstanding anything to the contrary in the Agreement Purchaser shall have ninety (90) days following City Council Approval of the sale of the Property (the "Inspection Period") to inspect and perform due diligence on the Property. All due diligence shall be performed at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purpose, then the Seller shall return the EMD to Purchaser, and neither party shall have any further rights or liability under this Agreement. Seller shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence. Within ten (10) business days after the Effective Date, Seller will provide Purchaser with copies of all title policies, surveys, environmental reports, studies, site plans, special assessments, tax records, public utilities drawings and maps (including water and sewer locations and specifications) and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property. The Inspection Period shall run parallel to the closing deadline as outlined in this Agreement. The Purchaser shall complete all due diligence and closing activities within ninety (90) days of City Council approval of the sale of the Property.

g. **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. 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.

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.

h. **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. Seller represents that if variances are needed, Seller will work in good faith to support requests for such variances to comply with the proposal.

i. **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.

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

k. **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.

I. Notice. Any notice	s required hereby shall be delivered to the
following addresses:	
If to Purchaser:	Jin Hong 14245 Michigan Avenue Dearborn, MI 48126 Telephone: 248-762-8609 E-mail: Sunk963@gmail.com
If to Seller:	CITY OF DEARBORN Economic Development Department Attention: Director 16901 Michigan Avenue, Ste. 15 Dearborn, MI 48126 Telephone: (313) 943-2180 Facsimile: (313) 943-2776 E-mail: jtwardy@dearborn.gov
With a copy to:	CITY OF DEARBORN Corporation Counsel 16901 Michigan Avenue, Ste. 14 Dearborn, MI 48126 Telephone: (313) 943-2035 Facsimile: (313) 943-2469 Email: rschultz@dearborn.gov

m. **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."

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

o. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. By the execution of this instrument, the Purchaser acknowledges that Purchaser has examined the above-described Property, is satisfied with the physical condition of it, and acknowledges the receipt of a copy of this Offer.

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

PURCHASER:

Jin Hong

.

Date

.

SELLER:

.

City of Dearborn

By: _____

Date

.

Per Council Resolution _____



REQUEST: Six-month moratorium on scrap, junk, metal, and recycling associated uses.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION:

- Updates to the Zoning Ordinance are needed to address overlapping and inconsistent regulations for certain categories of uses related to scrap, junk, metal, and recycling.
- The six-month moratorium would allow proper time for research to ensure amendments are not only consistent with the city's future land use goals, but are updated to meet modern environmental and safety standards.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

Inconsistencies and overlaps within the code have created challenges with classifying and regulating these types of uses when they come in for staff review and processing, and as a result it is necessary to update the ordinance to address these procedural concerns.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

The moratorium would guarantee that any new or expanded facilities would have to abide by these improved updated standards.

IMPLEMENTATION TIMELINE:

Immediate effect requested.

COMPLIANCE/PERFORMANCE METRICS: N/A



TO:	City Council
FROM:	Planning & Zoning Division
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Six-month moratorium on junkyards, scrap iron and junk storage, metal recycling facilities, recycling centers, and other associated uses.
DATE:	June 5 th , 2025 (COW)

Background:

Updates to the Zoning Ordinance are needed to address overlapping and inconsistent regulations for certain categories of uses related to scrap, junk, metal, and recycling.

These inconsistencies and overlaps have created challenges with classifying and regulating these types of uses when they come in for staff review and processing, and as a result it is necessary to update the ordinance to address these procedural concerns.

It is important to note that these types of uses are distinctive in that they often generate visual blight, environmental issues, and even public safety concerns due to an increased possibility for fires depending on the types of materials that are being stored.

As a result, it is necessary to carve out proper time for research to ensure amendments are not only consistent with the city's future land use goals, but that they are updated to meet modern environmental and safety standards. This would also provide the opportunity to align those updates with newly adopted city regulations such as the Bulk Storage Ordinance to ensure consistency across sections of the code.

For these reasons, it is recommended that City Council pass a six-month moratorium prohibiting acceptance of any application to City (including permit, administrative site plan review, Planning Commission, and Zoning Board of Appeals applications) related to the following uses:

- Junkyards
- Metal recycling facilities
- Scrap iron and junk storage, auto wrecking and scrap iron processing, scrap paper and rag storage or baling
- Recycling centers
- Recycling collection stations

Imposing this moratorium would guarantee that any new or expanded facilities would have to abide by these improved standards.

Projects that have approved site plans and have subsequently applied for commercial renovation permits would not be impacted by this moratorium.



Signature Page

Prepared by:

Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP Planning and Zoning Manager

Approved:

Signed by: 7 🗸 1C7ADC7466A843C.

JORDAN TWARDY Economic Development Director

DocuSigned by: Jeremy Romer JEREMY ROMER **Corporation Counsel**



Immediate Effect Requested

REQUEST: Request to approve a contract for a Payroll Audit with Plante & Moran.

DEPARTMENT: Finance, in conjunction with Purchasing

BRIEF DESCRIPTION: The Finance Department is requesting to approve a contract for a Payroll Audit with Plante & Moran. This will be a one-time purchase in the amount not to exceed \$100,000.00. This audit will review paid payroll and accrual bank details from October 2024 through March 2025.

PRIOR COUNCIL ACTION: 5-229-23- The City currently has a five-year contract with Plante & Moran for auditing Services. 6-325-24- Awarded a contract with Paycom

BACKGROUND:

In June 2024, Administration reaffirmed its commitment to technological advancement by transitioning from a 40-year-old legacy payroll system—characterized by limited reporting capabilities and minimal data analysis tools—to a modern, integrated solution through Paycom.

During the transition to the new payroll system, the implementation process encountered unforeseen challenges and initial configuration discrepancies. These were addressed and resolved promptly, though they understandably raised concerns among staff and impacted confidence in payroll accuracy. In response, administration initiated a comprehensive audit of the payroll migration to ensure clarity, reinforce trust, and support continued employee engagement

Use of the existing financial auditor is requested, as their firm includes a dedicated internal division with expertise in conducting payroll audits and serves as a contributing reviewer for GFOA payroll audit standards. Their direct knowledge of our systems is expected to support both the accuracy of this review and the confirmation process for the annual audit, which, for the current year, includes implementation of a new GASB standard related to compensated absences accounting.

FISCAL IMPACT: \$100,000.00

IMPLEMENTATION TIMELINE: June 2025 – September 2025

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

INANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	City Administration
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Request to approve a contract for a Payroll Audit with Plante Moran.
DATE:	May 23, 2025

Budget Information

Adopted Budget:	\$ 26,700				
Amended Budget:	\$126,700				
Requested Amount:	\$100,000				
Funding Source:	General Fund, Finance Depa	artment, Accounting Division,			
	Professional Services, Other Professional Services				
Supplemental Budget:	N/A				

Summary of Request

The City currently has a contract as authorized by Council Resolution 5-229-23 with Plante & Moran for auditing services. The purchasing division has received a request from the finance department to request a contract with Plante & Moran for a Payroll Audit. This will be a one-time purchase in the amount not to exceed \$100,000.00. This audit will review paid payroll and accrual bank details from October 2024 through March 2025.

It is respectfully requested that Council authorizes the award with <u>immediate effect</u>, contingent upon satisfactory performance by the provider. The resulting contract shall not be binding until fully executed.

Background and Justification

In June 2024, Administration reaffirmed its commitment to technological advancement by transitioning from a 40-year-old legacy payroll system—characterized by limited reporting capabilities and minimal data analysis tools—to a modern, integrated solution through Paycom. During the transition to the new payroll system, the implementation process encountered unforeseen challenges and initial configuration discrepancies. These were addressed and resolved promptly, though they understandably raised concerns among staff and impacted confidence in payroll accuracy. In response, administration initiated a comprehensive audit of the payroll migration to ensure clarity, reinforce trust, and support continued employee engagement.

Use of the existing financial auditor is requested, as their firm includes a dedicated internal division with expertise in conducting payroll audits and serves as a contributing reviewer for GFOA payroll audit standards. Their direct knowledge of our systems is expected to support both the accuracy of this review and the confirmation process for the annual audit, which, for the current year, includes implementation of a new GASB standard related to compensated absences accounting.

Process

This procurement is in accordance with Section 2-568 (b) (6) J, Professional Services Procurement, of the Purchasing Ordinance.



Prepared By:

-DocuSigned by:

Mark Kozinsky Mark Rozinsky, Purchasing Manager

Department & Budget Approval:

DocuSigned by:

Michael tennedy Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Approval of a City Police Officer, Bradley Clair, to purchase three years of prior service time for their MERS pension in an amount so determined by MERS. <u>Immediate effect is requested.</u>

DEPARTMENT: Finance

BRIEF DESCRIPTION: Authorized limit as determined by MERS (\$83,250.00) to correlate with MERS Application for Additional Service Credit Purchase form.

PRIOR COUNCIL ACTION: Council has approved previous prior service credit requests for MERS Defined Benefit Plan members.

BACKGROUND: The labor contract between the City of Dearborn and the Police Officers Association of Michigan provides members the opportunity to purchase up to three years of credited service time for prior service or military time. The member purchasing prior service time bears the cost of the purchase exclusively with MERS.

FISCAL IMPACT: Members purchasing prior service is a collectively bargained benefit. Actual experience may differ from assumptions used at the time of calculation. Any resulting cost or benefit to the plan as a result of this purchase won't ultimately be known to the plan.

IMPACT TO COMMUNITY: N/A

IMPLEMENTATION TIMELINE: The attached quote is good for two months beginning on June 1, 2025.

COMPLIANCE/PERFORMANCE METRICS: N/A

FINANCE DEPARTMENT

TO: City Council

FROM: Michael Kennedy, Director of Finance/Treasurer

VIA: Mayor Abdullah Hammoud

SUBJECT PURCHASE OF MILITARY/PRIOR SERVICE TIME

DATE: May 15, 2025

The Collective Bargaining Agreement between the City of Dearborn and the Police Officers Association of Michigan allows for the members to purchase up to three years of Military or prior police/fire service time in the MERS Defined Benefit Retirement Plan.

The City requires that members work a minimum of three years prior to requesting to purchase time through MERS to establish a representative Final Average Compensation (FAC). As provided by the MERS Plan Document, the additional credited service must be approved by the Governing Body of the City of Dearborn.

Bradley Clair is a Police Officer in the MERS Pension System who has submitted a request to purchase 3 years of prior military service credit. Please find the attached Application for Additional Service Credit Purchases, which provides the cost estimate and the calculation assumptions used. As per the attached, the cost to Mr. Clair as determined by MERS is \$83,250.00.

This represents the estimated cost of the service credit, as required by the MERS plan document. It is respectfully requested that the City Council adopt the following resolution as provided by MERS:

As provided by the MERS Plan Document, and in accordance with the Employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The Employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understand and agrees it is accountable for any difference between estimated and actual costs.

The attached Application/Estimate is only valid for two months; as such immediate effect is requested.

Respectfully Submitted,

DocuSigned by: Michael Kennedy -F77919D1421447F..

Michael Kennedy Director of Finance/Treasurer

DocuSigned by E7A573BA25E3460

Jeremy J. Romer Corporation Counsel

Application for Additional Service Credit Purchase

Section 1: Service Credit Purchase Cost Estimate

With the approval of the employer and the local governing body, participants can purchase additional service credit to help meet an early retirement eligibility provision or to increase their pension benefit. Unlike MERS-to-MERS or Act 88 time, purchased service credit generally cannot be used to reach vesting.

This estimate is only valid for two months after June 1, 2025, the effective date of this calculation.

The cost to purchase service credit for each individual is based on many factors. Below is the information that MERS used to prepare this estimate. Please review the following information for accuracy. If any is incorrect, this estimate may not be correct.

Participant Information

Bradley S. Clair

Date of Birth: Age: FAC as of calculation date: 11/25/1983 41 years, 6 months \$92,143.21

Service Credit

Earned service credit as of calculation date: 12 years, 10 months Vesting Only Service: Other Governmental Service used for Eligibility (MERS or Act 88): Type of Credited Service to be Purchased: Generic Amount of additional service requested: 3 years, 0 months Employer Information Dearborn, City of 8251 / 02

Benefit Program

2.80% Multiplier < 25 yrs, 2.50% 25-27 yrs, 1.00% 27-30 yrs, 0.00% > 30 yrs Benefit F50 (With 25 Years of Service) Early Reduced (.5%) at Age 50 with 25 Years or Age 55 with 15 Years Benefit D2 Benefit FAC-3 (3 Year Final Average Compensation) 10 Year Vesting Defined Benefit Normal Retirement Age - 60

Benefit Impact

	Earliest Eligibility Retirement Date	Retirement Age	Projected FAC	Service Credit	Annual Benefit
Before Proposed Purchase	8/1/2037	53 years 8 months	\$132,022.99	25 years 0 months	\$92,416.08
After Proposed Purchase	8/1/2034	50 years 8 months	\$120,819.74	25 years 0 months	\$84,573.84

*See "Special Conditions Applicable to this Calculation" for details about your annual benefit calculation

Amount Due for this Service Credit Purchase if Paid on or before August 1, 2025: \$83,250.00

The total cost is due in full at the time of purchase and may be paid by either the participant or employer. You may be eligible to transfer assets from other accounts to make a payment for the purchase, such as: 457 Deferred Compensation Plans; 401 plans; 403(b) plans; and some IRAs (traditional and SIMPLE). To initiate this transfer complete the form *Certification of Qualified Fund Rollover to MERS* (form number F-38). Send signed, approved Application for Additional Service Credit to MERS prior to sending any payment.

NOTE: Special Conditions Applicable to this Calculation can be found at the end of this application

Section 2: Calculation Assumptions

1. Projected Earliest Eligible Retirement Date

This date is calculated using the participant's date of birth, the amount of service credit reported by the employer, and other service credit that we have on record (such as MERS-to-MERS or Act 88 time). If any of this data is incomplete or inaccurate this can affect the cost estimate. If the participant chooses to retire on a different date, it may increase/decrease the actual cost.

2. Projected Final Average Compensation (FAC)

Future increases in the FAC are assumed to be a 3.00% annual increase. This calculation is dependent on the wages reported by the employer to MERS. If the actual increases end up being different than the assumption, it may increase/decrease the actual cost.

3. Projected Service Credit

It is assumed the participant will continue to work until the earliest date for unreduced retirement benefits unless a specific termination date is shown. Any deviation from the earliest eligibility date may increase/decrease the actual cost.

Section 3: Certification and Authorization

PARTICIPANT CERTIFICATION

I certify the above information is correct and accurate. If this is a purchase of qualifying "other governmental" service, I certify the service has not and will not be recognized for the purposes of obtaining or increasing a pension under another defined benefit retirement plan.

<u>5-21-25</u> Date

Participant Signature

GOVERNING BODY RESOLUTION

By Resolution of its Governing Body, at its meeting on _______, as provided by the MERS Plan Document, and in accordance with the employer's policy, the employer hereby authorizes the participant named above to make a service credit purchase from MERS as described above. The employer understands this is an estimated cost, calculated using actuarial assumptions approved by the Retirement Board. Any difference between the assumptions and actuarial experience will affect the true cost of the additional service to the employer. The calculation assumptions are outlined above and the employer understands and agrees it is accountable for any difference between estimated and actual costs.

Signature of Authorized Official

Date

Title

MERS Use Only

Payment Received:	Participant Payment:
Service Credit:	ER Payment:
Signed:	

Special Conditions Applicable to this Calculation

Straight Life Formula Before Purchase: \$132,022.99 x 25 x 2.8% = \$92,416.09 ÷ 12 = \$7,701.34

Straight Life Formula After Purchase: \$120,819.74 x 25 x 2.8% = \$84,573.82 ÷ 12 = \$7,047.82

4. Benefit Program

The current benefit plan provisions are used to calculate the cost of purchasing service credit. If the participant transfers into a different division and is eligible for a benefit plan with different provisions, then the cost may differ from the initial calculation. Likewise costs may differ if the municipality adopts different benefits in the future for any participant that has purchased service credit. These changes will be reflected in the actuarial valuation required to adopt any benefit increase.

5. Investment Assumption

The current investment return assumption for service credit purchase is 5.93%.

6. Mortality Rate

Assumptions are made on the life expectancies of the participant and their surviving spouse, using tables generated by actuarial professionals.



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Mohamed Ali Alabed has requested a two-month extension of time in which to commence construction on the vacant lot at 24108 Scott.

Immediate effect

DEPARTMENT: Law

BRIEF DESCRIPTION: Mohamed Ali Alabed is requesting a two-month extension of time in which to commence construction at 24108 Scott. His request indicates that the reason for the delay is that he experienced significant difficulty getting his engineer and surveyor to communicate effectively, which has impacted the project timeline. The deadline to commence construction was set for 18 months following the closing, or May 9, 2025. As the recently approved revised Land Sales Guidelines lengthened the time period to commence construction from 18 to 24 months following closing, it is recommended that City Council approve his request for a two-month extension in which to commence construction. It is further recommended that the extension fee be waived as the Guidelines now allow 24 months to commence construction. If approved, the new deadline to commence construction would be July 9, 2025.

PRIOR COUNCIL ACTION: Council Resolution 8-416-23 authorized the sale of the vacant lot at 24108 Scott to Mohamed Ali Alabed for \$42,600 for the construction of a single-family home.

BACKGROUND: Council Resolution 8-416-23 authorized the sale of the vacant lot at 24108 Scott to Mohamed Ali Alabed for \$42,600 for the construction of a single-family home. Closing took place on November 9, 2023. Mohamed Ali Alabed was required to commence construction of a single-family home within 18 months of the closing date, by May 9, 2025.

FISCAL IMPACT:

• N/A:

IMPACT TO COMMUNITY:

• N/A

IMPLEMENTATION TIMELINE:

• The new deadline to commence construction would be July 9, 2025.

COMPLIANCE/PERFORMANCE METRICS:

• Law Department and Department of Economic Development will monitor compliance with conditions pertaining to the sale, including all deadlines.



EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council	
FROM:	Corporation Counsel	
VIA:	Mayor Abdullah H. Hammoud	
SUBJECT:	Mohamed Ali Alabed's request for a two-month extension to commence construction on 24108 Scott	
DATE:	May 15, 2025	

Summary of Request

Council Resolution 8-416-23 (attached) authorized the sale of the vacant lot at 24108 Scott to Mohamed Ali Alabed for the construction of a single-family home. The closing took place on November 9, 2023. Mohamed Ali Alabed was required to commence construction of a single-family home within 18 months of the closing date, by May 9, 2025.

Mohamed Ali Alabed is now requesting an additional two months in which to commence construction at 24108 Scott. His request indicates that the reason for the delay is that he experienced significant difficulty getting his engineer and surveyor to communicate effectively, which has impacted the project timeline. (Please see attached letter.)

As the recently approved revised Land Sales Guidelines lengthened the time period to commence construction from 18 to 24 months following closing, it is recommended that City Council approve Mohamed Ali Alabed's request for a two-month extension in which to commence construction. It is further recommended that the extension fee be waived as the Guidelines now allow 24 months to commence construction.

Therefore, it is recommended that Mohamed Ali Alabed's request for a two-month extension of time in which to commence construction of a single-family home at 24108 Scott be approved. It is also recommended that the extension fee be waived. The new deadline to commence construction on 24108 Scott will be July 9, 2025. All other terms and conditions contained in the original Purchase Agreement and Council Resolution 8-416-23 shall remain in effect. A resolution requesting immediate effect is attached.

Respectfully submitted,

DocuSigned by: Repecta Schultz

REBECCA A. SCHULTZ Assistant Corporation Counsel

APPROVED:

DocuSigned by: Deremy Romer E7A573BA25E3460...

JEREMY J. ROMER Corporation Counsel

RESOLUTION

WHEREAS: Council Resolution 8-416-23 authorized the sale of the vacant lot at 24108 Scott to Mohamed Ali Alabed for the construction of a single-family home. The closing took place on November 9, 2023. Mohamed Ali Alabed was required to commence construction of a single-family home within 18 months of the closing date, by May 9, 2025, and

WHEREAS: Mohamed Ali Alabed is now requesting a two-month extension in which to commence construction on 24108 Scott. His request indicates that the reason for the delay is that he experienced significant difficulty getting his engineer and surveyor to communicate effectively, which has impacted the project timeline, and

WHEREAS: As the recently approved revised Land Sales Guidelines lengthened the time period to commence construction from 18 to 24 months following closing, it is recommended that City Council approve Mohamed Ali Alabed's request for a two-month extension in which to commence construction. It is further recommended that the extension fee be waived as the Guidelines now allow 24 months to commence construction; therefore, be it

RESOLVED: That Mohamed Ali Alabed's request for a two-month extension of time in which to commence construction of a single-family home at 24108 Scott is approved; be it further

RESOLVED: That the extension fee is waived as the Guidelines now allow 24 months to commence construction; be it further

RESOLVED: That the new deadline to commence construction on 24108 Scott is July 9, 2025; be it further

RESOLVED: That all other terms and conditions contained in the original Purchase Agreement and Council Resolution 8-416-23 shall remain in effect; be it further

RESOLVED: That this Resolution is given immediate effect.

To whom this may regard,

I would like to formally request a two-month extension to commence construction on 24108 Scott St , I anticipate being able to start excavation for the 24108 Scott property by July 9^{th.} The reason for the delay is that I experienced significant difficulty getting the engineer and surveyor to communicate effectively, which has unfortunately impacted the project timeline. That said, I am eager to move forward and would appreciate the opportunity to keep these lots active

Sincerely,

Mohamed Alabed.

By Abraham supported by Enos.

8-416-23. WHEREAS: Following a Request for Proposals, Sunflower Realty LLC was recently awarded a contract with the City of Dearborn to provide property brokerage and marketing services for certain residential City-owned lots available for sale. Sunflower Realty LLC is located at 835 Mason Street, Suite D175, in Dearborn, and is owned by Realtor Mariam Khalaf, the sole member of the LLC. The properties to be sold by Sunflower Realty LLC are limited to those vacant buildable lots set forth on the Lot List, and

WHEREAS: Under the contract, Sunflower Realty LLC will handle all customary activities and services associated with the sale of the properties on the Lot List. Sunflower Realty LLC will first conduct a market analysis of comparable properties for each property on the Lot List to determine the listing price, subject to the minimum bid prices established by the City Assessor which are set forth on the Lot List. Sunflower Realty LLC will then list the properties in professional listing services and establish a marketing strategy that employs multiple types of advertising including, but not limited to, internet exposure, signs, and alternate trade publication strategies. Sunflower Realty LLC will also employ professional networks/relationships to properly target the marketing of specialty properties. Sunflower Realty LLC will consult with the Department of law on real property deed restrictions, conditions imposed, other interests that may affect the property (e.g., easements, flood zones, etc.), and zoning regulations. Sunflower Realty LLC will then negotiate and obtain executed purchase agreements for the sale of the properties, coordinate and attend all closings, and coordinate with City staff to prepare a next steps checklist for purchasers outlining the required steps for construction. In exchange for these services, Sunflower Realty LLC has agreed to accept 4% commission on each property sale. Section 2-576(a) of the Code of Ordinances of the City of Dearborn, Michigan requires that transactions involving the sale of real property be authorized by Council resolution. Rather than seeking individual approval of each sale of a property on the Lot List, the Economic Development Department and the Department of Law request that City Council issue one resolution approving the sale of all vacant buildable lots listed on the Lot List for amounts equal to or exceeding the minimum bid prices listed on the Lot List, and

WHEREAS: Each sale will be subject to certain terms and conditions, including the following, which will be contained in the Purchase Agreement for each sale:

- a. If the Purchaser is a Limited Liability Company (LLC) or similar legal entity, the LLC or entity must disclose in writing the names of all of its members, including any and all members of the executing board if applicable.
- b. Purchaser agrees to close on the sale within ninety (90) days after evidence of title is provided.
- c. Purchaser shall assume all responsibility for soil testing and soil conditions.
- d. 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.
- e. The City of Dearborn Department of Law may administratively review and approve a request to assign or transfer the name of the Purchaser only if the transfer is to another entity for which the Purchaser has a legal interest. Otherwise, Purchaser shall not sell or assign his interest in the Property until the lot is completely developed and all permits are finalized.
- f. Construction of a single-family dwelling on the Property shall commence within 18 months from the date of closing. Upon a showing of good cause, City of Dearborn Department of Law may consider one (1) six-month extension. Construction shall be deemed "commenced" when:
 - i.) The plans have been approved by the Economic Development Department; and
 - ii.) Building permits have been issued; and
 - iii.)Excavation of the basement/foundation
 has begun.
- g. The deed for each sale shall contain a deed restriction which requires commencement of construction of a single-family home within 18 months from the date of closing.

- h. Purchaser must submit initial plans to the Economic Development Department within nine (9) months from the date of closing. Upon a showing of good cause, one (1) extension up to ninety (90) days may be administratively approved by the City of Dearborn Department of Law.
- i. Purchaser shall complete construction before building permits expire.
- j. Purchaser shall comply with all residential landscaping requirements in accordance with Dearborn Zoning Ordinances. Purchaser shall not receive a full certificate of occupancy until landscaping is completed.
- k. The house shall not be occupied until a Certificate of Occupancy has been approved.
- 1. Purchaser shall comply with all requirements contained in the Dearborn Zoning Ordinances.
- m. Purchaser must comply with applicable Historical Preservation and/or neighborhoodimposed guidelines and restrictions.
- n. The sale is subject to a recorded right to repurchase in favor of the City of Dearborn. If Purchaser fails to comply with the terms and conditions contained in the Purchase Agreement, the City may, in its sole discretion, repurchase the property for the original sale price, less 10%, and less costs associated with the transfer back to the City of Dearborn.
- o. At closing, Purchaser agrees to sign a Covenant Deed which will be held in escrow by the title company for an 18-month period from the date of closing. If the Purchaser commences construction within this period, the title company shall be directed to destroy the Covenant Deed at the end of the 18-month period. If the Purchaser has not commenced construction as required, and has not obtained an extension of time in which to do so, the title company shall record the Covenant Deed at the Wayne County Register of Deeds at the end of the 18-month period and the Purchaser will be refunded the purchase price, less 10%, and less any costs associated with the transfer of the property back to the City of Dearborn, and

WHEREAS: Section 2-576(a) of the Code of Ordinances of the City of Dearborn, Michigan requires Corporation Counsel to review offers to purchase and proposals to sell City-owned property and to make a recommendation to Council concerning the sufficiency of the consideration and the public purpose involved in the land transaction. Under Section 2-576(b)(2), the following factors are to be considered in making a recommendation to sell a City-owned property:

- a. Identification of the public purpose involved in the proposed land transaction.
- b. Determination of the market value of the property as indicated by the assessed and equalized values of the property from the city assessor's records.
- c. An opinion of value from the city assessor's office.
- d. Advertising and/or posting the property if two or more persons have indicated an interest in the property or the property has general utility or the City council requests the property be advertised.
- e. Examining the use to which the property can or will be put and the cost of acquisition, demolition and improvement.
- f. Sale to the highest bidder. Consideration to include dollar offer and such other items as identified by the corporation counsel that represent a legal obligation to the city and value assigned thereto. The city shall reserve the right to reject all bids, and

WHEREAS: In accordance with the above Ordinance, the Economic Development Department and the Department of Law recommend that City Council approves the sale by Sunflower Realty LLC of all vacant buildable lots listed on the Lot List for amounts equal to or exceeding the listed minimum bid prices pursuant to the above terms and conditions, and

WHEREAS: The City has no further need for any of the properties on the Lot List. Further, sale of each vacant lot on the List will serve a public purpose by revitalizing and stabilizing each neighborhood and by adding each property to the tax rolls to generate revenue for the City, and WHEREAS: Each minimum bid price on the Lot List was established by the City Assessor. As such, the Assessor has determined that an amount equal to or exceeding the listed minimum bid price is a fair and reasonable price for each property. It would therefore be in the City's best interest to accept an offer equal to or exceeding the listed minimum bid price for each property, and

WHEREAS: Council's issuance of one resolution approving the sale by Sunflower Realty LLC of all properties on the attached Lot List will save Council, as well as City staff, time and resources that may be redirected to other pressing City matters, thereby resulting in increased efficiency. As additional vacant lots become available for sale by the City, the Department of Law will request Council's approval of additional lot lists setting forth lots to be sold subject to the listed minimum bid prices established by the Assessor and subject to the terms and conditions above, and

WHEREAS: Based upon the foregoing, the Economic Development Department and the Department of Law recommend that City Council approve the sale by Sunflower Realty LLC of all vacant buildable lots listed on the Lot List for amounts equal to or exceeding the listed minimum bid prices pursuant to the above terms and conditions that will be set forth in each Purchase Agreement; therefore be it

RESOLVED: That this Council approves the sale by Sunflower Realty LLC of all vacant buildable lots listed on the Lot List for amounts equal to or exceeding the listed minimum bid prices established by the Assessor; be it further

RESOLVED: That all bids and/or offers made to Sunflower Realty LLC for any of the lots listed on the Lot List shall be presented by Sunflower Realty LLC to the City through Corporation Counsel for final review and approval, and that only the highest bidder that agrees to the above terms and conditions shall be accepted; be it further RESOLVED: That the sale of each property on the Lot List is contingent upon the above terms and conditions, which shall be set forth in each Purchase Agreement to be approved by Corporation Counsel or his designee; be it further

RESOLVED: That the Mayor and Corporation Counsel or his designee be and are hereby authorized to execute any necessary documents on behalf of the City of Dearborn to complete the sales of the properties listed on the Lot List; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Enos, Hammoud, Herrick, Paris, and Sareini (6), Nays: None (0); Absent: Alsawafy (1). OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - DISABILITY CONCERNS COMMISSION

DATE: MAY 29, 2025

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

Name: Hana Shannir Status: New Appointment Current Term Ending: N/A Appointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: N/A Phone: (313) 587-6070 Email: hshannir@gmail.com Mailing Address: 1924 Russell Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations Department cc: Law Department OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NEW APPOINTMENT - DISABILITY CONCERNS COMMISSION

DATE: MAY 29, 2025

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

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

Name: Hana Shannir Status: New Appointment Current Term Ending: N/A Appointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: N/A Phone: (313) 587-6070 Email: hshannir@gmail.com Mailing Address: 1924 Russell Street, Dearborn, MI 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Community Relations Department cc: Law Department



Dearborn Commissions Application

Submission Date

28th May 2025

First Name

Hana

Last Name

Shannir

Phone



Email

hshannir@gmail.com

Home Address

1924 Russell St, Dearborn, MI 48128, USA

Years of Residency in Dearborn

29

Occupation

Education

Company

Dearborn Public Schools

Length of Service

4 years

Level of Education

Master Degree

Name of Educational Institution & Graduation Year

Wayne State University 2012

Commissions & Boards

Disability Concerns Commission

Why do you want to join this commission?

I am deeply passionate about joining the Disability Concerns Commission simply because, I am a mother of a special needs child. Through my personal journey I have gained firsthand insight into the challenges faced by individuals with disabilities and most importantly, their families. My personal experience has softened my heart and has forever changed the person I am today. My priorities have forever changed. I care and feel deeply for advocating, supporting, and bringing awareness to our community.

Are you a veteran?

No

Do you Have a Resume?

Yes

Resume



Submitted on May 28, 2025

Hana Shannir, MBiolSci +13135876070 / hshannir@gmail.com / Hana's LinkedIn Profile

Science Teacher and STEM Coordinator Forward thinking educator with 10 years' experience in Maker's Space and STEAM program development, classroom management best practices, and mentoring educators. Demonstrated ability to develop and deliver innovative teaching practices and individualized lesson plans while incorporating the institution's core values and creating an inclusive learning environment.

Professional Experience

Henry Ford Early College, Chemistry and Biology Highschool

Teacher 2022- present

- Deliver Chemistry and Biology Curriculum according to NGSS
- Differentiated instruction to meet the needs of all learners
- Implemented data driven teaching and learning by analysing assessments data

American School of Dubai 2018-2021, Design Thinking Coach/Middle School Science Teacher

Improved science and STEM lesson planning within curriculum K-12

- Coached and mentored teachers to improve teaching practices through staff training, routine class visits, and relevant feedback via the Stanford Design Thinking Process
- Implemented data driven teaching and learning by analysing assessment data to identify development opportunities

American School of Creative Science, UAE Stem

Coordinator/Mentor/Impact Coach/Middle School Science Teacher 2018–Present

- Improved science and STEM lesson planning within curriculum
- Coached and mentored teachers to improve teaching practices through staff training, routine class visits, and relevant feedback via the Visible Learning^{plus} Program
- Implemented data driven teaching and learning by analysing assessment data to identify development opportunities
- Led innovation committee and developed school-wide action plan incorporating different view-points
- Delivered professional development on use of practical skills, lesson planning, assessment of student achievement, and student feedback delivery.
- Implemented the "Why Room" to encourage "maker centered" learning.

GEMS: Al Khaleej National School,

UAE Steam Coordinator 2017–2018

• Designed, budgeted, and implemented Maker's Space for students to learn through "maker-centered" learning

- Led teacher training and curriculum development for in-class STEAM activities
- Experience with Lego Education, sphero kits, drones and virtual reality

• Created extra-curricular activities to foster student engagement such as innovation club, drone building club, maker club

• Supported partnership development with multinational brands (eg Harvard, Honeywell) to further develop innovative initiatives

Secondary Teacher, Biology 2016-2018

• Served as a faculty member contributing insightful instruction, guidance, and mentorship for youth by assisting students with navigating through and achieving course objectives.

• Developed and delivered engaging curricula and laboratory experiments aligned with NGSS Science Standards (2013).

• Promoted and encouraged student academic success through grant and scholarship applications such as the Arab Innovation Centre for Education (AICE) program.

• Strengthened student academic engagement with thematic field trips, national and international competitions (eg GEMS Global Innovation Challenge with Singularity University; student won 1st place in both national and international segments).

- Designed biology lab manual with appropriate lab protocol and regulations.

 Incorporated practical skills such as independent learning and research initiatives within curriculum.

• Completed NEASC (New England Association of Schools and Colleges) Accreditation Report for Science Department.

• Created multifaceted lesson plans to ensure all learning styles are accommodated such as high achievers, spatial vs verbal bias learners, and SEND.

Career Break

2014-2016

Wayne County Community College, USA

Course Instructor, Science Department 2012–2013

• Prepare and deliver lectures to undergraduate students on topics such as biology, human ecology, anatomy & physiology, microbiology, chemistry and all associated lab courses.

 Prepare course materials such as syllabi, laboratory experiments, and examinations.

• Evaluate and grade students' class work, laboratory work, assignments and papers.

Wayne County School System, USA

Substitute Teacher 2011 - 2012

 Served public school system as a substitute teacher for various Wayne County Schools in all fields of education.

Education

iPgCPP TELLAL/GEMS, Liverpool Hope University - 2017 International Professional graduate Certificate in Professional Practice **Wayne State University** - 2012 Master of Arts: Biological Sciences **Wayne State University** - 2010 Bachelors of Biology with University Honors in Biological Sciences Henry Ford Community College - 2008

Awards &

Service Graduate Professional Scholarship Recipient - 2012 Irvin D. Reid Private Scholarship - 2010 Henry Ford II Scholarship - 2008

Professional

Development Train the Trainer, TELLAL - 2016 IGCSE Practical Skills, Cambridge University Press - 2016 Science Fusion, TELLAL All Prints, - 2016

OFFICE OF THE MAYOR



- TO: CITY COUNCIL
- FROM: MAYOR ABDULLAH H. HAMMOUD
- SUBJECT: REAPPOINTMENT DEMOLITION BOARD OF APPEALS
- DATE: MAY 29, 2025

Pursuant to City of Dearborn Code of Ordinance Section 5-27(26) and City of Dearborn Charter Section 10.9, the Mayor shall appoint members to the Demolition Board of Appeals, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Mark Coleman Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 530-4150 Email: mcoleman@wadetrim.com

Mailing Address: 22694 Beech, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

- SUBJECT: REAPPOINTMENT DEMOLITION BOARD OF APPEALS
- DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Demolition Board of Appeals in accordance with the provision of the City of Dearborn Code of Ordinance Section 5-27 (26) and City Charter Section 10.9.

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

Name: Mark Coleman Status: Reappointment Current Term Ending: June 30, 2025 Filling a Vacancy for: N/A Term Duration: 3 Years Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 530-4150 Email: mcoleman@wadetrim.com Mailing Address: 22694 Beech, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

April 05 2025

First Name

Mark M

Last Name

Coleman

Phone

+13135304150

Email Mcoleman@wadetrim.com

Home Address

22694 Beech St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

45

Occupation Civil Professional Engineer

Company

Wade Trim

Length of Service 1979 to current On-Call status

Business Address

500 Griswold St., Suite 2500, Detroit, MI 48226

Business Telephone Number

N/A

Level of Education

University Degree

Name of Educational Institution & Graduation Year

University of Detroit, 1974, BCE

Commissions & Boards

Demolition Board of Appeals

Why do you want to join this commission?

I have been a member of this Board since July 23, 2014, and believe that I have had a positive impact on the Board and its workings. I have also found giving back to my community personally rewarding.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

- Michigan Section of the American Water Works Association (MI-AWWA) former Trustee, Chair and Director - MI-AWWA Raymond J Faust Awardee, Chuck Van Der Kolk Volunteer of the Year Awardee, and Michigan Water Industry Hall of Fame Inductee. -American Water Works Association (AWWA) Former Management and Leadership Division Chair, Former Association Vice-President, George Warren Fuller Award Awardee, and 2020 Volunteer of the Year Awardee. - Past Member of the Water Environment Federation - Member of Dearborn's Patrick O'Kelley Knights of Columbus - Member and Past President of the Dearborn Sacred Heart Catholic Church Ushers Club - Member of the Dearborn Sacred Heart Catholic Church Ushers Committee - Regular volunteer at the St. Maria Goretti St. Vincent de Paul Food Pantry

- Regular volunteer at the Capuchin Soup Kitchen Meldrum and Conner Meal Sites

No

Description of Professional History

Upon my University graduation, I spent 5 years as a Construction Engineer with a Chicago Based Engineering Firm. I began my career with Wade Trim, a Detroit Headquartered Civil Consulting Engineering firm, May 1979 as a "boots on the ground" construction engineer. From this starting point my tenure included every aspect of Civil Engineering culminating in being a member of the firms Board of Directors and firm Principal. I am currently an on-call Senior Engineer nearly completely transitioned into retirement. While a full-time employee, I was a Registered Professional Engineer in 7 States, and I am currently a Registered Professional Engineer in Michigan.

Resume

[This question was not answered]

Submitted on April 05 2025

nonday.....



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BROWNFIELD REDEVELOPMENT AUTHORITY

DATE: MAY 29, 2025

I respectfully request that the City Council retroactively approve Mike Kaid's reappointment to the Brownfield Redevelopment Authority, effective July 1, 2023. This adjustment is necessary due to missing appointment records from the previous administration's staff.

Pursuant to the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, the Mayor shall appoint members of the Brownfield Redevelopment Authority, and pursuant to Public Act 388 of 1974, may designate the Board of Directors of Economic Development Corporation to serve as members of the Authority, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Mike Kaid Status: Reappointment Filling a Vacancy For: N/A Term Duration: 3 Years Current Term Ending: Retroactive to be effective July 1, 2023 Reappointment Term Ending: June 30, 2026 Attendance: Regular Phone: (313) 347-5911 Email: <u>mkaid@dchem.com</u> Mailing Address: 4758 Westland Street, Dearborn, MI 48126

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BROWNFIELD REDEVELOPMENT AUTHORITY

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Brownfield Redevelopment Authority in accordance with the provisions of Public Act 381 of 1996 and Public Act 388 of 1974.

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

Name: Mike Kaid Status: Reappointment Filling a Vacancy For: N/A Term Duration: 3 Years Current Term Ending: Retroactive to be effective July 1, 2023 Reappointment Term Ending: June 30, 2026 Attendance: Regular Phone: (313) 347-5911 Email: mkaid@dchem.com Mailing Address: 4758 Westland Street, Dearborn, MI 48126

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department

D



Dearborn Commissions Application

Submission Date

30th May 2025

First Name

Mike

Last Name

Kaid

Phone

13133475911

Email

mkaid@dchem.com

Home Address

4758 Westland St, Dearborn, MI 48126, USA

Years of Residency in Dearborn

40

Occupation

Vice President

Company

Diversified Chemical Technologies, Inc.

Length of Service

21 years

Business Address

15477 Woodrow Wilson

Business Telephone Number

1313347591

Level of Education

Doctorate Degree

Name of Educational Institution & Graduation Year

Mike Kaid

Commissions & Boards

Economic Development Corporation

Why do you want to join this commission?

I have had the privilege of serving on this commission and would like to continue contributing to the city's growth and development in alignment with Mayor Hammoud's vision.

Are you a veteran?

No

Do you Have a Resume?

No

Description of Professional History

Mike Kaid has been the Vice President at Paperworks, Inc. for 20 years. Prior to this position, he worked at Express Scripts Pharmacy for 12 years, managing Fortune 500 companies and securing existing business while expanding and growing sales in each of his accounts. Mike eventually moved into sales, supporting the national sales efforts and growing Express Scripts business. He was eventually promoted to Director of Sales and Technologies with a focus on large national accounts.

Mike graduated from Wayne State University with a bachelor's degree in Accounting. He also holds Master's degree in Corporate Finance from Walsh College.

Submitted on May 30, 2025

MAYOR'S OFFICE



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: NATIONAL LEAGUE OF CITIES MEMBERSHIP

DATE: MAY 29, 2025

The Mayor's Office requests authorization to renew a city-wide membership with the National League of Cities (NLC) for the period 6/01/25 to 6/01/26. The cost of the city-wide membership is \$10,288.00, which is \$1,619.00 higher than last fiscal year.

Membership provides the City of Dearborn with a collective voice in the nation's capital on federal policy and advocacy issues that concern the City. Membership also networks the City's elected and top appointed officials with the experience and ability of municipal leaders nationwide and provides access to resources used to promote innovation and manage common issues such as Veteran homelessness, local job training programs, local water infrastructure projects, and other transportation programs.

Additionally, membership benefits include a weekly newsletter, attendance at annual meetings that offer educational opportunities, and an active website which provides members access to studies, reports, and information that can assist in improving performance.

The membership dues for FY25 are budgeted in city-wide account 101-1700-793-65.00.

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

Abdullah H. Hammoud Mayor



CITIES STRONG TOGETHER

660 North Capitol Street, NW, Washington, DC 20001

Amy Mascarello City of Dearborn 16901 Michigan Ave Ste 20 Dearborn Administrative Center Dearborn, MI 48126-2967

Description

City of Dearborn Direct Member Dues

Direct Member Dues for period: 6/1/2025 - 5/31/2026

Credit Card payments: visit the MyNLC Portal or nlc.org/expresspay (no log in needed) Check payments: Please address to NATIONAL LEAGUE OF CITIES, PO BOX 70511 Philadelphia, PA 19176-0511 ACH/EFT payments for NLC: Account Name – National League of Cities; Account Number – 2000033034119; Wire/ACH Routing Number – 121000248; Bank – Wells Fargo Bank, N.A.; Bank Address – 420 Montgomery San Francisco, CA 94104; Please include the invoice number in the subject line. Remit Address: National League of Cities PO Box 70511 Philadelphia, PA 19176-0511

Invoice

Customer #:	2159
Invoice # :	192553
Invoice Date:	02/19/2025
Membership:	2025

Amount

\$10,288.00

Please Pay:	\$10,288.00
Amount Paid:	\$0.00
Invoice Total:	\$10,288.00

PLEASE DETACH AND REMIT WITH YOUR PAYMENT

Invoice #: 192553

Customer #: 2159

Amy Mascarello City of Dearborn 16901 Michigan Ave Ste 20 Dearborn Administrative Center Dearborn, MI 48126-2967

Remit Payment To:

National League of Cities PO Box 70511, Philadelphia, PA 19176-0511

Amount Paid :

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: MAY 29, 2025

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: Rami Abousaleh Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 648-0990 Email: therami@yahoo.com Mailing Address: 24637 Cherry Street, Dearborn, MI 48124

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: REAPPOINTMENT - PARKS AND RECREATION COMMISSION

DATE: MAY 29, 2025

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: Rami Abousaleh Status: Reappointment Filling a Vacancy for: N/A Term Duration: 3 Years Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (313) 648-0990 Email: therami@yahoo.com

Mailing Address: 24637 Cherry Street, Dearborn, MI 48124

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Parks and Recreation Department cc: Law Department

.



Dearborn Commissions Application

Submission Date

28th May 2025

First Name

Rami

Last Name

Abousaleh

Phone



Email

therami@yahoo.com

Home Address

24637 Cherry St, Dearborn, MI 48124, USA

Years of Residency in Dearborn

37 Years

Occupation

Realtor/Coach

Company

Keller Williams Legacy/Detroit Public Schools

Length of Service

5/5

Business Address

22371 W Village Dr, Dearborn, MI. 48124

Business Telephone Number

3137520000

Level of Education

University Degree

Name of Educational Institution & Graduation Year

University of Michigan Dearborn 2005 & 2017

Commissions & Boards

Parks & Recreation Commission

Why do you want to join this commission?

I already, proudly, sit on the commission. It is an honor to serve my City in this capacity. I currently chair the Sports Banquet and Hall of Fame Ceremony.

Are you a veteran?

No

WorkForms Submission Viewer

Memberships, Civic Activities, and Awards Received

2017 City of Dearborn Parks & Recreation Directors Award Recipient

Do you Have a Resume?

Yes

Resume



Resume 2.0- Rami Abousaleh.doc

Submitted on May 28, 2025

PROFILE

A motivated, detail orientated, coach & mentor with excellent communication skills that has experience with conflict resolution, leading groups and individuals, and guiding student-athletes towards maximizing their potential

EDUCATION

University of Michigan-Dearborn • Dearborn, MI

- **Bachelor of Arts in Criminal Justice Studies**
- **Bachelor of Arts in Social Studies**
- **Minor: Political Science**

PROFESSIONAL EXPERIENCE

Detroit Public Schools • Detroit, MI Present

Assistant Coach - Cass Tech Football Program - 2024 DIVISION 1 STATE CHAMPIONS

- Special Teams Coordinator, Tight Ends/HB Coach, S&C Assistant Coach
- Assisted in organizing training and planning sessions for entire staff in order to maintain a positive and productive work environment
- Worked with local charities to plan and implement benefits to raise awareness and funds for the organizations
- Daily Management of staff consisting of 20 coaches and 100+ athletes
- Recruiting Liaison to Division 1,2,3 & NAIA Coaches from around the Country
- Developed and maintained in house operating standards for leadership, respect and sportsmanship
- Led communications with teachers, coaches and administrators in order to guide the student-athlete
- 2024 MICHIGAN DIVISION 1 STATE CHAMPIONS

Van Buren Public Schools • Belleville, MI 2015 - January 2021

Assistant Head Coach - Belleville Football Program

Head Coach - Belleville Men's Track Program

- Promoted to Assistant Head Coach of the Football Program, Special Teams Coordinator, WR and S&C Coac •
- Promoted to Head Coach of the Men's Track Program
- Organized training and planning sessions for entire staff in order to maintain a positive and productive worl environment
- Helped to create a culture of winning in the classroom and on the field that has led to nearly 100 scholarship offers
- Primary point of contact for many Division 1 and Division 2 Coaches from around the Country
- Dealt with adverse and tragic situations while always maintaining discipline, respect and courtesy
- · Communicated with teachers, coaches and administrators in order to guide the student-athlete
- Excelled in conflict resolution, problem solving and building structure and accountability •
- Volunteered 100s of hours per year to mentor, tutor and coach young men in order to give them a chance at success

Menards • Belleville, MI

Inventory Lead (Manager)

- Promoted to Inventory Lead within 6 months of employment •
- Responsible for organizing, preparing and executing the day to day responsibilities of the entire **Inventory Team**
- Supervise every aspect dealing with inventory, investigating inaccuracies and shipping issues
- Able to communicate with, and streamline, a dozen departments, regional distribution centers and general office
- Maintained high levels of professionalism, leadership and teamwork

May 2018 - 2019

March 2021 -

January

Michigan Lightning Football LLC. • Dearborn, MI 2017

<u>Owner/General Manager/Coach</u>

- Responsible for the Day to Day operations of the organization
- Designed and executed marketing plan for the growth and promotion of the business
- Worked with local charities to plan and implement benefits to raise awareness and funds for the organizations
- Daily Management of staff consisting of 9 coaches and 60+ athletes

<u>Recent Awards</u>: 2017 City of Dearborn - Directors Award, 2016 National Football Events - Man of the Year

PROFICIENCIES

Microsoft Office • Microsoft Excel • Microsoft PowerPoint • Microsoft Word • Website Development **References:** Available upon request

OFFICE OF THE MAYOR



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ENVIRONMENTAL COMMISSION

DATE: MAY 29, 2025

Pursuant to the City of Dearborn Code of Ordinance Section 2-416 and City Charter Section 10.9, the Mayor shall appoint members of the Environmental Commission, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Rene Ziaja Status: Reappointment Current Term Ending: June 30, 2025 Reappointment Term Ending: June 30, 2028 Term Duration: 3 Years Filling a Vacancy for: N/A Attendance: Regular Phone: (313) 478-5692 Email: rene.ziaja@gmail.com Mailing Address: 727 Mildred Street, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Public Health Department cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - ENVIRONMENTAL COMMISSION

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Environmental Commission in accordance with City of Dearborn Code of Ordinance Section 2-416 and City Charter Section 10.9.

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

Name: Rene Ziaja

Status: Reappointment

Current Term Ending: June 30, 2025

Reappointment Term Ending: June 30, 2028

Term Duration: 3 Years

Filling a Vacancy for: N/A

Attendance: Regular

Phone: (313) 478-5692

Email: rene.ziaja@gmail.com

Mailing Address: 727 Mildred Street, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

July 10 2024

First Name

Rene

Last Name

Ziaja

Phone

+13134785692

Email rene.ziaja@gmail.com

Home Address

727 Mildred Street, Dearborn, MI, USA

Years of Residency in Dearborn

48

Occupation

Retired

Company

[This question was not answered]

Length of Service

[This question was not answered]

Business Address

[This question was not answered]

Business Telephone Number

[This question was not answered]

Level of Education Master Degree

Name of Educational Institution & Graduation Year University of Michigan - 2021

Commissions & Boards Environmental Commission

Why do you want to join this commission?

[This question was not answered]

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

Chair, City Beautiful Commission Accounting Aid Society Volunteer Tax Preparer 2021 University of Michigan Difference Maker Member Phi Theta Kappa National Honor Society

Do you Have a Resume?

Yes

Description of Professional History

[This question was not answered]

Resume

PDF R. Ziaja Resume.pdf

Submitted on July 10 2024

in monday.....

René Ziaja

Dearborn, Michigan



in linkedin.com/in/rene-ziaja-5692

Summary

Public Administration professional experienced in leading and collaborating with multifocal educational teams, analyzing data, and resolving conflict. Proven talent for identifying problems, simplifying procedures, and finding innovative solutions. Collaborative, strategic, creative, solutions-oriented change maker.

Experience

Administrative Data Specialist - Office of Assessment

Dearborn Public Schools

Sep 2018 - Oct 2020 (2 years 2 months)

Computer Data Specialist providing leadership and assessment administration expertise supporting district staff. Ensured compliance with federal and state requirements for student assignments and administration of the WIDA, MSTEP, MI-ACCESS, NWEA, PSAT/SAT, and internal district tests.

President - Dearborn Federation of School Employees AFT Local 4750 **Dearborn Public Schools**

Dec 2013 - Jan 2019 (5 years 2 months)

Dynamic and collaborative leader of Dearborn Public Schools support staff union. An active districtappointed Continuous Process Improvement committee member for employee recruitment and retention. Contributing partner in creating the Dearborn School Employees Health Program, a union-sponsored healthcare trust providing significant cost savings to the district. Transitioned the local from AFT receivership to independence. Restored autonomy and democratic processes to the local while increasing member engagement.

Accounting Specialist - Business Services

Dearborn Public Schools

Nov 2010 - Sep 2018 (7 years 11 months)

Grant Accounting Specialist responsible for reconciliation and reporting \$30+ million in funding for ACT 18 (Special Education), Title I, II, and III, IDEA, PBIS, GSRP, Perkins, and USDA Food Service awards. Maintained district General Ledger accounts, loaded yearly budget modules, and prepared financial reports, including Board of Education monthly reports, grant status reports, the Schedule of Expenditure of Financial Awards (SEFA), and the Financial Information Database (FID) required annually by the State of Michigan.

Long-Term Substitute Teacher - Special Education

Dearborn Public Schools

Sep 2009 - Dec 2009 (4 months)

Semester-long teaching assignment in elementary mildly cognitively impaired (MOCI) classroom. Improved functioning and cohesiveness of the classroom while exceeding student learning standards. Ensured emotionally stable environment and positive student experiences when engaged in general education classroom learning.

Staffing Services Representative & Education Facilities Presenter

The Henry Ford

May 2003 - Jan 2008 (4 years, 9 months)

Provided direct administrative support to the Vice President and Director of Operations. Scheduled weekly work assignments with unique presentation and period clothing requirements for 300+ staff members in Greenfield Village and the Henry Ford Museum. Provided presentation staff coverage at short notice in all areas of the Museum and Village. Trained employees in the use of scheduling software. Led teams in presenting daytime and overnight educational programs for school-age audiences using museum resources. Adapted programs to fit group size and learning level of participants.

Education

- Master of Arts, Public Administration 2018 2020
- E Eastern Michigan University Bachelor of Science, Arts Management
- Schoolcraft College Certificate in Accounting

Certification

Michigan School Business Officials Certified Chief Financial Officer

Skills

Microsoft Excel • Strategy • Problem Solving • Microsoft Office • Writing • Human Resources (HR)

Awards & Recognition

Phi Theta Kappa National Honor Society

2021 University of Michigan Difference Maker Award recognizing academic excellence, integrity, leadership, and creativity.



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BROWNFIELD REDEVELOPMENT AUTHORITY

DATE: MAY 29, 2025

I respectfully request that the City Council retroactively approve Richard Audi's reappointment to the Brownfield Redevelopment Authority, effective July 1, 2023. This adjustment is necessary due to missing appointment records from the previous administration's staff.

Pursuant to the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, the Mayor shall appoint members of the Brownfield Redevelopment Authority, and pursuant to Public Act 388 of 1974, may designate the Board of Directors of Economic Development Corporation to serve as members of the Authority, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Richard Audi Status: Reappointment Filling a Vacancy For: N/A Term Duration: 3 Years Current Term Ending: Retroactive to be effective July 1, 2023 Reappointment Term Ending: June 30, 2026 Attendance: Regular Phone: (313) 410-8202 Email: daudi@theoakwoodgroup.com

Mailing Address: 16 West Lane, Dearborn, MI 48124

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department

OFFICE OF THE MAYOR



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BROWNFIELD REDEVELOPMENT AUTHORITY

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Brownfield Redevelopment Authority in accordance with the provisions of Public Act 381 of 1996 and Public Act 388 of 1974.

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

Name: Richard Audi Status: Reappointment Filling a Vacancy For: N/A Term Duration: 3 Years Current Term Ending: Retroactive to be effective July 1, 2023 Reappointment Term Ending: June 30, 2026 Attendance: Regular Phone: (313) 410-8202 Email: daudi@theoakwoodgroup.com Mailing Address: 16 West Lane, Dearborn, MI 48124

Abdullah H. Hammoud Mayor

cc: Economic Development Department cc: Law Department

The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S... Learn more



Dearborn Commissions Application

Submission Date

May 07 2025

First Name

Richard

Last Name

Audi

Phone

+13134108202

Email daudi@theoakwoodgroup.com

Home Address

16 West Ln, Dearborn, MI 48124, USA

Years of Residency in Dearborn

29 years

Occupation

Auto supplier

Company

The Oakwood Group

Length of Service 58 years

Business Address 1100 Oakwood Dearborn, Mi 48124 **Business Telephone Number**

313-561-7740

Level of Education

College Degree

Name of Educational Institution & Graduation Year 1965 Univ. of Arizona

Commissions & Boards Economic Development Corporation

Why do you want to join this commission? Because I have been on this Commission for at least 10-15 years

Are you a veteran? No

Which Branch Did You Serve? [This question was not answered]

What Was Your Rank? [This question was not answered]

Years of Service? [This question was not answered]

Memberships, Civic Activities, and Awards Received Dearborn Country Club

Do you Have a Resume? No

Description of Professional History

58 years as a successful Auto Supplier.

Resume[This question was not answered]

Submitted on May 07 2025

monday.com

MAYOR'S OFFICE



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: UNITED STATES CONFERENCE OF MAYORS

DATE: MAY 29, 2025

The Mayor's Office requests authorization to renew a citywide membership with the United States Conference of Mayors FY 2026.

With the payment of the membership dues, the City of Dearborn continues to be a part of an esteemed group of leaders from across the country who are committed to making America's cities stronger. At the US Conference of Mayors, Democrats, Republicans, and Independents come together to solve problems and lobby Washington to enact real change in our cities. The cost of the city-wide membership is \$10,402.00, which is \$303.00 higher than last fiscal year..

The membership dues for FY26 are budgeted in city-wide account 101 1299 421 6500.

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

Abdullah H. Hammoud Mayor



U.S. Mayors

1620 I St., NW 4th Floor Washington, DC 20006 tjackson@usmayors.org

INVOICE INV005756

0-

Dearborn, MI 48126-2967	Balance Due:	\$10,402.00
City of Dearborn (MI) 16901 Michigan Ave.	CUSTTYPE_NAME:	Fiscal Year Member
Bill To:	Due Date:	Jul 31, 2025
gaokon e donayoro.org	Date:	Jul 1, 2025

Item	Quantity	Rate	Amount
Billing FY2026 Fiscal Year Member Billing 2026	1	\$10,402.00	\$10,402.00
		Total:	\$10,402.00
Terms: Remittance Address: THE UNITED STATES CONFERENCE OF MAYORS P.O. BOX 826902	К.,	9. M	

PHILADELPHIA, PA 19182-6902



REQUEST: Approval of the annual Divine Child Falcon 5K Run

DEPARTMENT:

Parks & Recreation

BRIEF DESCRIPTION:

The Divine Child High School Alumni Association is requesting the City Council's approval to hold their annual Falcon 5K Run on Saturday, August 2, 2025. The event will take place from approximately 8:00 a.m. to 12:00 p.m. A waiver of the city noise ordinance is also being requested for the duration of the event.

PRIOR COUNCIL ACTION: CR: 7-385-24

BACKGROUND:

The 32nd annual Falcon 5K Run event will attract approximately 250-300 participants and consist of a Free Tot Trot on the Divine Child High School Mark Carpenter Memorial Jogging Track (Beginning at 8:15 a.m.), a 1-Mile Fun Run (Beginning at 8:45 a.m.) and the traditional 5K Run (Beginning at 9:15 a.m.). The Falcon 1-Mile Fun Run route will remain the same as previous years.

FISCAL IMPACT:

Reimbursement for any necessary city services.

COMMUNITY IMPACT:

Minimal disruptions to roads with assistance from Dearborn Police Department to ensure runner and citizen safety.



IMPLEMENTATION TIMELINE:

Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS:

Recreation and Police will work together to ensure event logistics and compliance are adhered to.



TO:	City Council
FROM:	Sean Fletcher, Director of Parks & Recreation
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Approval of the annual Divine Child Falcon 5K Run
DATE:	5/23/2025

Budget Information

Adopted Budget:

Amended Budget:

Requested Amount:

Funding Source:

Supplemental Budget:

Summary of Request

The Divine Child High School Alumni Association is seeking the City Council's approval to host its 32nd Annual Falcon 5K Run on Saturday, August 2, 2025, from approximately 8:00 a.m. to 12:00 p.m. While this event will be conducted in full compliance with all applicable ordinances, rules, and regulations of the Dearborn Police Department, a waiver of the city noise ordinance is being requested for the duration of the event.

The anticipated participation is between 250 and 300 participants this year. The event will feature a Free Tot Trot beginning at 8:15 a.m. on the Divine Child High School Mark Carpenter Memorial Jogging Track, a 1-Mile Fun Run starting at 8:45 a.m., and the traditional 5K Run commencing at 9:15 a.m. Please be aware that the route for the Falcon 1-Mile Fun Run will remain consistent with previous years and that this event is subject to full reimbursement for all City services provided.



Immediate effect is requested.

Background and Justification

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



Signature Page

-Signed by:

Jonathon Golich

CF454FEAC7BC456... Jonathon Golich

5/23/2025

6/2/2025

Assistant Director - Parks & Recreation

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

Police Chief

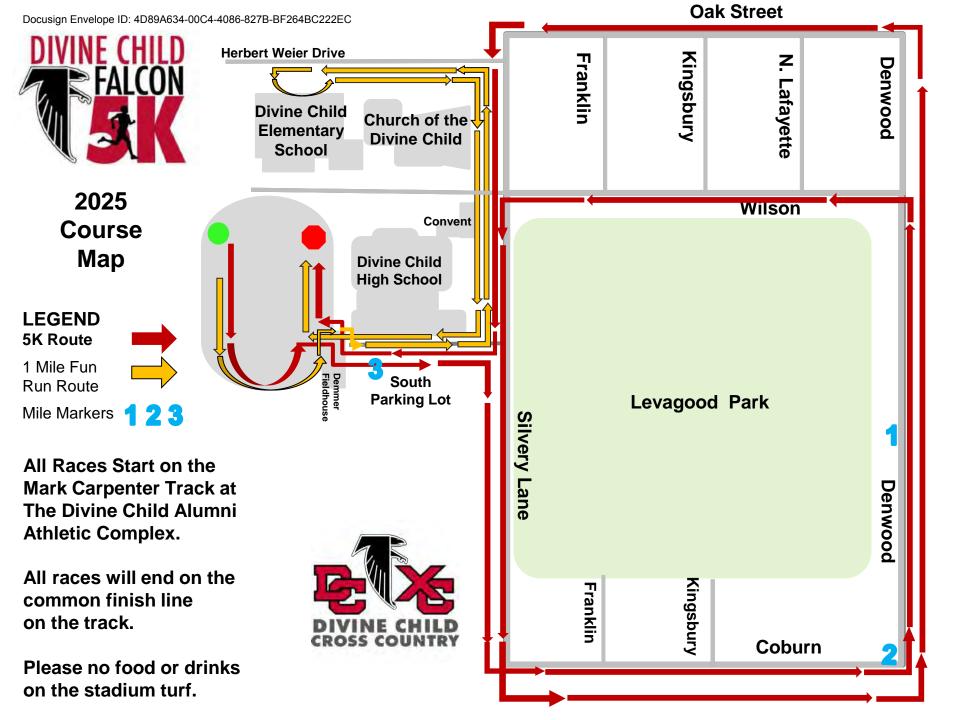
—DocuSigned by: Sean R Actcher —503098961A7C461...

Sean R Fletcher 5/23/2025

Director of Parks & Recreation

DocuSigned by: Deremy Romer6/2/2025 ETA573BA25E3460... Jeremy Romer

Corporation Counsel





FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Approval to enter into a contract with GiveDirectly for the Rx Kids program. Recognize and appropriate a \$500,000 transfer from the General Capital Improvement Fund to the General Fund.

DEPARTMENT: Public Health and Philanthropy & Grants, in conjunction with Purchasing.

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

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

PRIOR COUNCIL ACTION: 5-237-25

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

With leadership from Michigan State University's Pediatric Public Health Initiative and Poverty Solutions at the University of Michigan, and administration by GiveDirectly, the program blends state TANF dollars with philanthropic funds to deliver up to \$4,500 per mother-baby. Dearborn's implementation of Rx Kids will draw from this proven model. The \$1,000,000 DHHS award and \$500K General Capital Improvement funds will help support the launch of the program in the city, providing a financial lifeline to expecting and new parents and aiming to eliminate infant poverty locally.

Rx Kids is administered by GiveDirectly, a nonprofit organization with extensive experience in delivering cash transfers in the U.S. and globally. Eligibility is determined across three dimensions: identity (applicants must be at least 16 years old and provide government-issued ID), residence (proof of Dearborn residency is required), and parental status (either proof of pregnancy at 16+ weeks gestation or guardianship of an infant). GiveDirectly oversees the full enrollment and disbursement process, including building an accessible intake system, verifying eligibility, distributing payments through a participant-selected method, and providing responsive customer service. Participants will receive \$1,500 during pregnancy and \$500 monthly for the first year of the child's life. Ongoing safeguarding, audits, and follow-up are embedded into the process to ensure program integrity and participant wellbeing.

FISCAL IMPACT: \$1,500,000



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

IMPLEMENTATION TIMELINE: The Contract will be executed upon Council Approval

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

Public Health will manage this grant.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	City Administration, Public Health
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Approval of Contract with GiveDirectly for the Rx Kids Program
DATE:	May 19, 2025

Budget Information

Adopted Budget:	\$ O
Amended Budget:	\$ 1,000,000
Requested Amount:	\$ 1,500,000
Funding Source:	General Fund, Public Health, Health and Welfare
Additional Funding:	\$500,000 Earmarked from ARPA70, General Capital
	Improvement Fund.

Summary of Request

The Department of Public Health, in conjunction with Purchasing, recommends the sole source contract with GiveDirectly for the Rx Kids Program.

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

It is also requested that the Finance Director be authorized to transfer \$500,000 earmarked in the General Capital Improvement Fund, ARPA70 project for the RX Kids program, to the General Fund, and to recognize and appropriate the transfer.

Background and Justification

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

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

Dearborn, where 40% of residents are under the age of 19, is uniquely positioned to benefit from Rx Kids. The city's diverse, multigenerational households, many of whom face economic pressures despite working-class incomes, stand to gain significantly from the stability and dignity this program offers. Rx Kids provides each enrolled family with a one-time prenatal payment of \$1,500 and \$500 per month for the first six-months of the baby's life, addressing basic needs like food, housing, and transportation at a critical time. This \$1,000,000 federal grant from the Department of Health and Human Services will help fund the launch of Rx Kids in Dearborn.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

The program is managed by nationally respected partners including Michigan State University, the University of Michigan, and GiveDirectly, and has already attracted bipartisan praise and philanthropic investment. The Dearborn expansion aligns directly with the City's commitment to improving community health, supporting young families, and investing in the long-term success of its residents.

Procurement Process

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

Prepared By:

-DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Budget Approval:

—DocuSigned by: Michael Kenned

Michael Kennedy, Finance Director/Treasurer

DS

)

Department Approval:

-DocuSigned by: Ali Abazeed

Ali Abazeed, Director of Public Health

Corporation Counsel Approval:

DocuSigned by: Geremy Romer

Jeremy J. Romer, Corporation Counsel



Immediate Effect Requested

REQUEST: Award of Contract for As-Needed Painting Services for City Housing Buildings

DEPARTMENT: Public Works and Facilities, in Conjunction with Purchasing

BRIEF DESCRIPTION: Requesting the award of As-Needed Painting Services through an Invitation to Bid to Industrial Painting Contractors, Inc. The requested amount is \$75,525.00, which breaks down as \$30,525.00 for Sareini Manor and \$45,000.00 for O'Reilly Manor.

PRIOR COUNCIL ACTION: CR 04-206-22 approved Industrial Painting Contractors, Inc for these same services for one year, with two one-year renewals, with the second renewal expiring 6/27/25.

BACKGROUND: The Housing Division of the Department of Public Works is charged with the management and operation of O'Reilly Manor and Sareini Manor, two essential senior apartment buildings. To consistently provide a safe and clean-living environment for residents, the Housing Division requires readily available painting services. These As-Needed Painting Services are crucial for the ongoing upkeep and maintenance of both senior apartment buildings and for the efficient preparation of individual units for new residents. This contract outlines the terms under which these vital services will be provided.

FISCAL IMPACT: The requested amount is \$75,525.00, which breaks down as \$30,525.00 for Sareini Manor and \$45,000.00 for O'Reilly Manor.

COMMUNITY IMPACT: The approval of this contract will allow vacant units to be painted and rerented. The community impact is that more seniors will be able to obtain sanitary, safe, and affordable units in a timely manner. The execution of this contract will decrease the time from moveout to lease-up for new residents

IMPLEMENTATION TIMELINE: The goal of the Housing Department is to have all units prepped and ready to be rented within two weeks of vacancy.

COMPLIANCE/PERFORMANCE METRICS: As-Needed Painting Services will be monitored by the on-site maintenance staff of the Housing Division at each location.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	City Administration
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Award of Contract for As-Needed Painting Services to Industrial Painting Services, Inc
DATE:	May 23 rd , 2025

Budget Information

Adopted Budget:\$98,349 FY2026 Budget AdoptionAmended Budget:\$98,349Requested Amount:\$75,525.00Funding Source:Srs Apt Operating Fund, Housing, Repair & Maintenance, Interior PaintingSupplemental Budget:

Summary of Request

Public Works and Facilities, in conjunction with the Purchasing Department, recommends the competitive award for As-Needed Painting Services for the City Housing Buildings to Industrial Painting Contractors, Inc. The requested amount is \$75,525.00, which breaks down as \$30,525.00 for Sareini Manor and \$45,000.00 for O'Reilly Manor.

The contract will cover an initial one-year period, with two two-year renewals available at the same pricing and terms.

It is respectfully requested that the Council authorize the contract and renewals. The resulting contract shall not be binding until fully executed. <u>Immediate effect</u> is requested so that services can continue uninterrupted.

Background and Justification

The Housing Division of the Department of Public Works is charged with the management and operation of O'Reilly Manor and Sareini Manor, two essential senior apartment buildings. To consistently provide a safe and clean-living environment for residents, the Housing Division requires readily available painting services. These As-Needed Painting Services are crucial for the ongoing upkeep and maintenance of both senior apartment buildings and for the efficient preparation of individual units for new residents. This contract outlines the terms under which these vital services will be provided.

Procurement Process

Purchasing solicited bids with process details as follows:

Process:	Invitation to Bid
Issue Date:	April 30 th , 2025



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

May 13th, 2025
264
26
4

The remaining bids were evaluated and are shown in the following bid summary:

BIDDER	TOTAL BID
GM Painting**	\$57,350.00
Industrial Painting Contractors, Inc	\$75,525.00
KV Painting, LLC	\$95,150.00
Invision Finishing LLC	\$135,900.00

**Did not pass reference check

Industrial Painting Contractors, Inc was found to have submitted the lowest responsive and responsible bid, due to their superior credentials, more extensive experience, and proven track record, specifically within senior apartment buildings. 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.

Signature Page

Prepared By:

— Signed by:

Jason Pich —7D2E1C2C4D89410....

Jason Pich, Buyer

Budget Approval:

DocuSigned by: Michael Kennedy -F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

Department Approval:

DocuSigned by:

Tim Hawkins -35BABCB5BED3455...

Tim Hawkins, Director of Public Works

Corporation Counsel Approval:

DocuSigned by: Geremy Romer

E7A573BA25E3460...

Jeremy J. Romer, Corporation Counsel



Immediate Effect Requested

REQUEST: Award of Contract to Zuniga Cement Construction, Inc. for Raised Crosswalks (Dearborn Job No. 2025-016, MDOT Contract 24-5576)

DEPARTMENT: Public Works & Facilities/Engineering Division, in conjunction with Purchasing.

BRIEF DESCRIPTION: In accordance with the Public Act 121 of 2024 Grant, State Representative Alabas Farhat has sponsored a grant in the amount of \$500,000 for the City of Dearborn for the purpose of citywide pedestrian safety improvements, including raised crosswalks, increased signage, and visibility striping. Zuniga Cement Construction, Inc. submitted the lowest responsive and responsible bid that has performed satisfactorily for the City on past projects.

PRIOR COUNCIL ACTION: 1-62-25

BACKGROUND: State Representative Alabas Farhat has sponsored a grant in the amount of \$500,000.00 for the City of Dearborn for pedestrian pathway improvements. (Dearborn meets the criteria of a city with a combined population between 109,000 and 110,000 in a county with a population greater than 1.7 million, according to the latest federal decennial census.)

The grant in the amount of \$500,000 to the City of Dearborn is for the purpose of citywide pedestrian safety improvements, including raised crosswalks, increased signage, and visibility striping. The City has a fully executed contract with MDOT (Contract No. 24-5576)

FISCAL IMPACT: Requesting the amount of \$601,260.00 to supplement the grant in the amount of \$500,000.00 in order to complete the Raised Crosswalks project.

COMMUNITY IMPACT: This project will provide citywide pedestrian safety improvements, including raised crosswalks, increased signage, and visibility striping.

IMPLEMENTATION TIMELINE: This contract will be executed upon Council approval.

COMPLIANCE/PERFORMANCE METRICS: The contract will be monitored by the Department of Public Works & Facilities/Engineering Division Project Team.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	City Administration
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Award of Contract for Raised Crosswalks
DATE:	May 23, 2025

Budget Information:

Project:	Q74087, Pedestrian Improvement MDOT
Total Approved Project Budget:	\$500,000
Total Available Project Budget:	\$500,000
Requested Amount:	\$601,260.00
Funding Source:	Public Act 121 of 2024 Grant, Local Street Fund, Public Works, Engineering, Maintenance Rds & Streets
Supplemental Budget:	Q99999, Local Street Fund, Public Works, Engineering, Maintenance Rds & Streets, Undistributed

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities/Engineering Division, recommends the award of a contract for the Raised Crosswalks project to Zuniga Cement Construction, Inc., which submitted the lowest responsive and responsible bid and has performed satisfactorily for the City on past projects.

It is respectfully requested that Council authorize the award with <u>Immediate effect.</u> The resulting contract shall not be binding until fully executed.

Background and Justification

State Representative Alabas Farhat has secured a grant in the amount of \$500,000 for the City of Dearborn to support pedestrian pathway improvements. Dearborn meets the grant criteria of having a population between 109,000 and 110,000 and being located in a county with a population exceeding 1.7 million according to the latest federal decennial census.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Procurement Process

Purchasing solicited bids with process details as follows:

Invitation to Bid
April 24, 2025
May 14, 2025
911
55
5

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

BIDDER	TOTAL BID
Zuniga Cement Construction, Inc.	\$601,260
Great Lakes Contracting	\$649,137
Audia Concrete	\$685,788
Major Contracting	\$920,955
Premier Group Associates	\$1,201,495

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

—Docusigned by: Soud El-Jamaly

Soud El-Jamaly, City Engineer

Budget Approval:

-DocuSigned by: Michael Kennedy

Initial MD)

Michael Kennedy, Finance Director/Treasurer

DocuSigned by:

Tim Hawkins

Tim Hawkins, Director of Public Works & Facilities

Corporation Counsel Approval:

DocuSigned by: Jeremy Romer

Jeremy J. Romer, Corporation Counsel



REQUEST: Amend Sec. 4-23 of the Code of Ordinances, commonly referred to as the "Dog Licensing Ordinance", to add a duration requirement for rabies vaccinations.

DEPARTMENT: Law and Clerk

BRIEF DESCRIPTION: The proposed amendments make the following changes:

- Require the owner of a dog licensed under the ordinance to keep their licensed dog(s) vaccinated against rabies for the duration of the license. This is consistent with the same requirement under Michigan law, Act 339 of 1919, MCL 287.266(8);
- 2. Add reference titles to make it easier to locate certain regulations within the ordinance; and
- 3. Add reference to the Michigan law that gives the City authority to require that dogs be licensed, Act 339 of 1919.

PRIOR COUNCIL ACTION: Sec. 4-23 was previously amended in September/October 2024 to create two new types of dog licenses, allow the animal shelter to accept applications for dog licenses, and change the license expiration date.

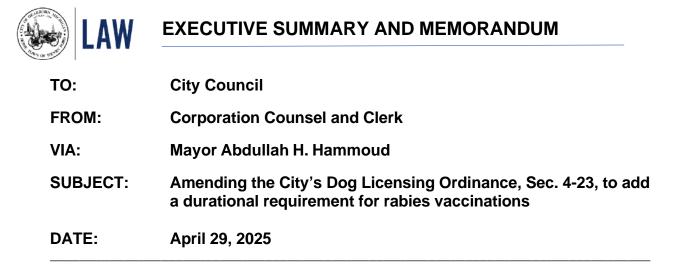
BACKGROUND: The proposed durational vaccine requirement mirrors state law and is being added to clarify that it is the owner's responsibility to ensure that their licensed dog is vaccinated for the entire period of their license, including the recently added 3-year and "automatic renewal" licenses, which may require additional vaccination during the license period.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Will provide clearer vaccination guidance for dog owners.

IMPLEMENTATION TIMELINE: This is an ordinance amendment and takes two readings to be adopted.

COMPLIANCE/PERFORMANCE METRICS: N/A



Under Michigan Law, Act 339 of 1919, the owner of a licensed dog is required to keep their dog vaccinated for the duration of the license. The proposed amendment adds this requirement to the City's dog license ordinance to make it clear that this requirement also applies locally, and to avoid any potential confusion about expiring rabies vaccinations and the 3-year and "automatic renewal" license options now offered to residents.

Respectfully submitted,

DocuSigned by:

Bradley Mendelsohn

BRADLEY J. MENDELSOHN DEPUTY CORPORATION COUNSEL

APPROVAL/CONCURRENCE:

DocuSigned by: Peremy Romer E7A573BA25E3460... JEREMY J. ROMER

CORPORATION COUNSEL

Signed by: History Datany

GEORGE DARANY

CITY CLERK

ORDINANCE NO. 25-____

AN ORDINANCE TO AMEND SECTION 4-23 OF CHAPTER 4 OF THE CODE OF THE CITYOF DEARBORN, ENTITLED "LICENSE REQUIRED; NUMBER OF DOGS ALLOWED."

THE CITY OF DEARBORN ORDAINS TO:

Amend Chapter 4 of the Code of the City of Dearborn by amending Sec. 4-23 to read as follows:

Sec. 4-23. - License required; number of dogs allowed.

- a) License required. It shall be unlawful for any person to own, possess, keep or harbor a dog six (6) months old and over within the limits of the city without first having obtained a license therefor from the city clerk, and without first fully complying with all the provisions of this article and any and all rules and regulations promulgated and established by the health officer of the city relative to the keeping or harboring of dogs; provided, however, that all persons moving into, with the intention of permanently establishing their residence within, the corporate limits of the city and owning, keeping, harboring or possessing any dog or dogs six (6) months old and over shall apply forthwith to the city clerk for a dog license if the animal has not been licensed for the current year elsewhere in the state. If such animal has been thus licensed, such owner shall register such animal with the city clerk.
- b) Application. The application for a license under this article shall be made with the city clerk unless otherwise indicated, and shall be accompanied with proof that the dog has been vaccinated against rabies by a valid certificate of vaccination for rabies signed by an accredited and licensed veterinarian, and payment of a nonrefundable fee identified in section 12-6 based on the type of license and whether the dog is sterilized and microchipped.
 - 1) *License types.* Beginning March 1, 2025, there shall be three (3) types of dog licenses available:
 - a. Standard license (one (1)-year license). This license expires annually on March 31 and requires proof of current rabies vaccination that lasts a minimum of one (1) year, signed by an accredited and licensed veterinarian.
 - b. *Three (3)-year license*. This license expires three (3) years after it is issued on March 1 of the third year, and requires proof of current rabies vaccination that lasts a minimum of three (3) years signed by an accredited and licensed veterinarian.

- c. License with automatic renewal (no additional fee). This license is only available for dogs that have been sterilized and microchipped. The expiration date of the license shall correlate with subsections (1)a or (1)b above and is subject to the following:
 - i. If proof of current rabies vaccination is not in accordance with either subsection (1)a or (1)b, the license shall be considered expired and void and the owner shall reapply for a new dog license as indicated in this article.
- 2) *Duration of rabies vaccination.* The owner of a dog that is required to be licensed under this ordinance shall keep the dog vaccinated against rabies by an accredited veterinarian for the duration of the license.
- 3) Application to animal shelter. The application for a license under this article may also be made with the Friends for Animals of Metro Detroit (aka, "animal shelter") subject to the following:
 - a. Application shall be made on forms approved by the city clerk.
 - Application shall be accompanied with proof that the dog has been vaccinated against rabies by a valid certificate of vaccination for rabies signed by an accredited and licensed veterinarian, and payment of a nonrefundable fee identified in section 12-6.
 - c. The city clerk or animal shelter shall provide a copy of the official license and, if applicable, license tag to the applicant subject to the terms and conditions of this article.
- 4) Fee reduction with proof of sterilization and microchipping. If the applicant provides proof that their dog has been sterilized or microchipped at the time of application, the reduced nonrefundable fees identified in section 12-6 will be applied.
- 5) *Sterilization or sterilized.* As used in this subsection, the terms "sterilization" or "sterilized" shall mean a dog that is spayed or neutered.
- c) Number of dogs allowed. It shall be unlawful for any person to own, possess, shelter, keep, harbor, or maintain more than three (3) dogs that are six (6) months of age or older at or within any one (1) residence, dwelling, or legal property boundary, at any given time.
 - 1) Exceptions.
 - a. (1) This provision shall not apply to duly licensed pet shops, kennels [Zoning Ord. sections 1.03 and 7.02(J)], veterinarians, veterinarian hospitals, doggie day cares, and/or boarding facilities.

- b. (2) Short-term dog fostering. This provision shall not apply to short-term dog fostering at a residence, dwelling, or legal property boundary under the following conditions:
 - i. a. For the purposes of this subsection, "dog fostering" shall mean a situation where a person takes temporary ownership of a dog to provide care and shelter for the dog.
 - b. No more than two (2) dogs may be fostered at any one time, including in residence, dwelling, or legal property boundaries that already have three (3) dogs licensed under this section.
 - iii. e. The length any one dog is fostered may not exceed three (3) months at any particular residence, dwelling, or legal property boundary.
 - iv. d. Under this exception, all dogs at the residence, dwelling, or legal property, including the dogs being fostered, must be licensed under this section at all times.
 - v. e. Contact information of the agency that provided the fostered dog, including a contact name and phone number, shall be kept at the residence, dwelling, or legal property boundary and provided if requested by an enforcement official.
- c. (3) Short-term dog sitting. This provision shall not apply to short-term dog sitting under the following conditions:
 - i. **a.** For the purposes of this subsection, "dog sitting" shall mean a situation where a dog is temporarily left at a residence, dwelling, or legal property boundary that is different from that of the dog's owner or different from the address listed on the dog's license.
 - ii. b. The period of dog sitting under this exception shall not exceed seven (7) consecutive days.
 - iii. c. Under this exception, no more than five (5) dogs shall be allowed at any one residence, dwelling, or legal property boundary.
 - iv. d. Under this exception, the dog being temporarily placed for dog sitting purposes must be licensed under this section.
- d) *Penalty*. A person who violates this section shall be subject to the following penalties:
 - 1) First violation shall be a civil infraction punishable by a fine of \$75.00.

- 2) Second violation shall be a civil infraction punishable by a fine of \$100.00.
- 3) Third and subsequent violations shall be a misdemeanor punishable by up to 93 days in jail, a fine of up to \$500.00, or a combination of both.
- e) *Appeals*. Appeals of any of the regulations of subsection (c) or of any administrative interpretations and decisions from those regulations shall be made to city council as follows:
 - Application for appeal. An appeal from the regulations of subsection (c) of this ordinance shall be made by filing with the council office a written notice of appeal specifying the grounds of the appeal and the relief sought. If an appeal is being made from an administrative interpretation or decision, application shall be made within 20 calendar days after the decision, ruling, interpretation, notice, or order complained of in the same manner. An application for appeal shall be based on a claim of one or more of the following:
 - a. That the true intent of the regulations in subsection (c) have been incorrectly interpreted;
 - b. That the provisions of subsection (c) do not fully apply;
 - c. That the requirements of subsection (c) are adequately satisfied by other means; or
 - d. That the strict application of any requirements of subsection (c) would cause undue hardship;
 - 2) Scope and procedure of appeal. The appeal procedure is intended to provide limited relief from the requirements of subsection (c) in cases where strict application of a particular requirement shall create an unnecessary hardship. This procedure is intended to address extraordinary, exceptional, or unique situations that were not caused by an act or omission of the applicant. Relief is not to be granted merely on the basis of inconvenience or financial burden.
 - 3) Other than subsection (c), no other provisions of this section are appealable to Council.
- f) Subsections (c) and (e) shall take effect on April 1, 2024.

State law reference – Act 339 of 1919

(Ord. No. 81-64, § 1, 11-4-81; Ord. No. 13-1407, 8-13-13; Ord. No. 22-1724, 2-8-22; Ord. No. 22- 1777, 10-25-22; Ord. No. 23-1795, 8-22-23; Ord. No. 24-1825, passed 10-8-24)



REQUEST: Award of contract for Cityworks Annual Maintenance Agreement. Recognize and appropriate funding transfer from Innovation and Technology to the Water fund.

DEPARTMENT: Department of Public Works & Facilities, In Conjunction with Purchasing

BRIEF DESCRIPTION: Cityworks AMS (Asset Management System) is a software platform that allows for the tracking of operations and maintenance activity via work orders, service requests, and inspections. The software provides analytics through custom reports and queries and integrates with the City's Geographic Information System to relate work activities to the City's infrastructure and facilities.

"Respond" is a new user interface that will be replacing the one we currently use called "Office". Cityworks plans to discontinue support for Office. The new Respond interface offers admin tools for more in-depth configuration of user layouts, dashboards, and reporting. These tools help ensure a friendly user interface depending on the users' needs while keeping data organized and ready for analysis.

Due to the City's current ERP system transition, a 1-year maintenance agreement is requested.

PRIOR COUNCIL ACTION:

The original purchase of the software and maintenance was authorized by council resolution 10-680-09. The 3-year maintenance agreements have been authorized on council resolutions 1-13-13, 3-131-16, 1-16-19, 2-126-22.

BACKGROUND: The city's current version of Cityworks 15.8.6 is an on-premise software used heavily by Water, Sewer, Public Service, Building Maintenance and Engineering Departments for submitting and tracking Service Requests, Inspections, and work orders via web browser or the Cityworks 11 mobile application. Tracking includes time to complete, equipment costs, materials cost, labor costs etc.

This tracking allows for analytics to be done via Cityworks extensions and/or ESRI GIS web applications, maps and dashboards. Webhooks allow for automatic notification emails that are triggered by events in Cityworks, such as the creation of a work order, service request, or inspection. With the purchase of the Citizen Engagement API, the Citizen Problem Reporter was established to allow Community Relations and Police Dispatch to easily submit service requests from Dearborn residents through an ESRI web map application that is then sent to Cityworks, and then the appropriate maintenance department.

There are currently 127 logins/users for Cityworks and another 45 employees that are entered for cost tracking purposes. There are general accounts for every city department assigned to a primary user from that department for creating and tracking internal work orders.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

The current Cityworks database has work orders, service requests, and inspections dating back to January 1st, 2019.

FISCAL IMPACT:

- Software license and maintenance budgeted since 2009.
- \$99,990.79 for one year

COMMUNITY IMPACT:

- Increases operational efficiency by allowing for paperless record keeping.
- Aids in planning for future maintenance activities by documenting work history on assets.
- Allows staff to be better informed by providing repository for department information.

IMPLEMENTATION TIMELINE:

Maintenance agreement is for continuing use of current CMMS software. Current Cityworks license agreement is set to expire on 06/30/2025.

COMPLIANCE/PERFORMANCE METRICS:

The software has been used to calculate figures for KPIs (Key Performance Indicators) and track data relating to State mandated programs, such as the lead service line replacement program. EGLE requires water systems to have an asset management program.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO:	City Council
FROM:	City Administration
VIA:	Mayor Abdullah H. Hammoud
SUBJECT:	Award of Contract for Annual Maintenance on Cityworks Software
DATE:	May 5, 2025

Budget Information	
Adopted Budget:	\$60,000
Amended Budget:	\$60,000
Requested Amount:	\$99,990.79
Funding Source:	Water Fund, Public Works, EDP Software Service
Supplemental Budget:	ZT2001 DPW WIFI Improvements

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities, recommends the sole source purchase of annual maintenance for Cityworks software from Azteca Systems, Inc., which has provided this service for the City in the past. This 1-year maintenance agreement will expire 06/30/2026.

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

It is also requested that the Finance Director be authorized to transfer \$39,991 in funding from the Innovation and Technology Fund, project ZT2001 (DPW WIFI Improvements) to the Water fund, and to recognize and appropriate the transfer.

Background and Justification

This purchase is for annual maintenance on the Cityworks computerized maintenance management system provided by Azteca Systems, Inc. The original purchase of the software and maintenance was authorized by Council Resolution 10-680-09. Council Resolutions 1-13-13, 3-131-16,1-16-19, and 2-126-22 authorized three-year maintenance agreements.

This software system allows for the water and sewer divisions to plan, schedule, and record the maintenance activities on their assets. This software will continue to bring technological improvements to the field for more efficient work flows and accurate data capture, ensuring quality customer service.

Process

This procurement is in accordance with Section 2-568(b) (6) b, Sole Source Procurement, of the Code of the City of Dearborn. Pricing was evaluated and determined to be reasonable based on a comparison with past purchases.



Prepared By:

_____ Docusigned by: ______ Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Budget Approval:

Michael Kennedy

-DS U

Michael Kennedy, Finance Director/Treasurer

Department Approval:

—Docusigned by: Tim Hawkins

Tim Hawkins, Director of Public Works & Facilities

Corporation Counsel Approval:

DocuSigned by: Deremy Romer

Jeremy J. Romer, Corporation Counsel



TO: CITY COUNCIL

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BUILDING BOARD OF APPEALS

DATE: MAY 29, 2025

Pursuant to City of Dearborn Code of Ordinance Section 5-766 and City of Dearborn Charter Section 10.9, the Mayor shall appoint members of the Building Board of Appeals, subject to approval by the City Council. Recommendation for the approval of this appointment is made to serve:

Name: Stephen Kwasnik Status: Reappointment Type of Membership: Architect Term Duration: 3 Years Term Ending: June 30, 2025 Filling a Vacancy for: N/A Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (248) 229-7273 Email: archintelligence@yahoo.com Mailing Address: 1034 N. Elizabeth, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor



TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: REAPPOINTMENT - BUILDING BOARD OF APPEALS

DATE: MAY 29, 2025

I hereby certify that the following appointment has been made to the Building Board of Appeals pursuant to the City of Dearborn Code of Ordinance Section 5-766 and City of Dearborn Charter Section 10.9.

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

Name: Stephen Kwasnik Status: Reappointment Type of Membership: Architect Term Duration: 3 Years Term Ending: June 30, 2025 Filling a Vacancy for: N/A Reappointment Term Ending: June 30, 2028 Attendance: Regular Phone: (248) 229-7273 Email: archintelligence@yahoo.com Mailing Address: 1034 N. Elizabeth, Dearborn, MI, 48128

Respectfully submitted,

Abdullah H. Hammoud Mayor

cc: Economic Development cc: Law Department The Form Response Viewer will no longer be supported in 2025. Please add the WorkForms S. . Learn more



Dearborn Commissions Application

Submission Date

May 13 2025

First Name

Stephen

Last Name

Kwasnik

Phone

+12482297273

Email archintelligence@yahoo.com

Home Address

1034 N Elizabeth St, Dearborn, MI 48128, USA

Years of Residency in Dearborn

35

Occupation

Architect

Company

Architectural Intelligence LLC

Length of Service

30 years

Business Address

24525 Southfield Rd., Suite 220 Southfield, MI 48075

Business Telephone Number

248-229-7273

Level of Education University Degree

Name of Educational Institution & Graduation Year

Lawrence Technilogical University

Commissions & Boards

Building Board of Appeals

Why do you want to join this commission?

I am currently on the Board and would like to continue to serve the city, in an effort to continue to move the city forward. As an architect and Building Board member, I look to carefully review variance or Code interpretation submissions and consider each applicant on its merits, hardship, or unique circumstance. I have good knowledge and understanding of the Building Code and Regulations to offer an experienced and informed view. I am a careful listener to each applicant, which results in a better community and better neighborhood.

Are you a veteran?

No

Which Branch Did You Serve?

[This question was not answered]

What Was Your Rank?

[This question was not answered]

Years of Service?

[This question was not answered]

Memberships, Civic Activities, and Awards Received

International Code Council (ICC) Member, American Institute of Architects, local volunteer.

Do you Have a Resume?

No

Description of Professional History

I am a licensed Architect, for approximately 30 years and a Principal of my Architectural Office. I have worked in the architecture field on Retail, Restaurant, Medical, Dental, and Office/Commercial projects ranging from 2,000 S.F. to 100,000 S.F. I have also worked for Retail/Commercial architectural firms and Commercial, Sports & Entertainment architectural firm over my many years.

Resume

[This question was not answered]

Submitted on May 13 2025

/. monday.com

REQUEST: Easements Dedications: EWI Worldwide 2401 S. Gulley and approval of \$157,471 in funding to support costs associated with removal and replacement of the city sewer line, enabling further enhancements to Crowley Park and an additional 90K SF of business expansion in the City.

DEPARTMENT: Economic Development in conjunction with DPW and Parks and Recreation

BRIEF DESCRIPTION: EWI Worldwide business located at 2401 S. Gulley is requesting three easements for two existing sanitary & storm sewer leads and one proposed storm sewer lead within the City of Dearborn owned property of Crowley Park located at 2600 Westwood; to serve the existing business and enable expansion of the property to accommodate additional businesses, and contribute to enhancements of Crowley Park.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The proposed easements dedications have been reviewed by the Engineering Division which has no objections. EWI's approach to this project creates efficiencies for adjacent work by the Parks and Recreation Department to renovate the soccer fields of Crowley Park and enables a new irrigation system for the fields. The project will also contribute to business expansion, activating an additional 90K SF of leasable space that will be subdivided from EWI's building for additional Dearborn business growth.

As such, we are also requesting authorization of the Finance Director to allocate and expend an amount not to exceed \$157,471.00 from available funds within Account #401-6100-435.34-40, ARPA70 to support costs associated with removing and placing the new sewer line, which will be installed in compliance with all applicable ordinances and will ensure the irrigation system for the improved soccer fields can tie in.

These funds shall be paid to EWI Worldwide Inc as a reimbursement for expenses incurred after all City inspections for work are passed and the Parks and Recreation Director verifies that coordination with adjacent soccer field improvements is completed to the satisfaction of the Department.

FISCAL IMPACT: The requested funding of \$157,471 is available in an account designated for economic development initiatives.

COMMUNITY IMPACT: The improvements enabled by these easements and the requested funding will allow for major improvements to Crowley Park soccer fields including upgraded irrigation infrastructure and flooding mitigation, as well as enabling an additional 90K SF of business expansion at EWI's property.

IMPLEMENTATION TIMELINE: Immediate effect requested. All work to be completed in summer 2025.

COMPLIANCE/PERFORMANCE METRICS: Economic Development and Parks and Recreation will monitor the work to ensure compliance with all applicable regulations.

TO: City Council

FROM: Econ Development Dept. in conjunction with DPW and Parks and Recreation

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Easements Dedications: EWI Worldwide 2401 S. Gulley and funding authorization (\$157,471) for sewer line replacement to enable park improvements and business expansion.

DATE: June 10, 2025 (June 5, 2025 COW)

Budget Information	
Project:	ARPA70 – Economic Development
Total Approved Project Budget:	\$2,678,076
Available Project Budget:	\$1,477,721
Requested Amount:	\$157,471
Funding Source:	General Capital Improvement, Economic Development, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

EWI Worldwide business located at 2401 S. Gulley is requesting three easements for two existing sanitary & storm sewer leads and one proposed storm sewer lead within the City of Dearborn owned property of Crowley Park located at 2600 Westwood; to serve the existing business.

The proposed easements for the two existing sanitary & storm sewer leads are 20 ft by 31.57 ft and 20 ft by 35.46 ft in size respectively. These dedications will have minimum effect on the park's property due to their relatively small size.

The proposed easement for the proposed storm sewer lead is 20 ft by 36.66 ft in size and related to the proposed EWI parking lot construction. It is related as well to the proposed upgrade of the City of Dearborn owned storm sewer under Crowley Park from a shallow 12" diameter pipe to a deeper 24" diameter pipe allowing the storm lead of the proposed parking lot to adequately tap into the City's sewer system.

Therefore, presented herewith are the storm and sanitary sewer easements as submitted by EWI Worldwide.

We respectfully request that City Council authorize the Department of Public Works to execute the easements, subject to the review and approval of Corporation Counsel and that Department of Public Works be authorized to record the necessary documents with the Wayne County Register of Deeds. We further request authorization of the Finance Director to allocate and expend an amount not to exceed \$157,471.00 from available funds within Account #401-6100-435.34-40, ARPA70, to support costs associated with removing and placing the new sewer line, which will be installed in compliance

with all applicable ordinances and will ensure the irrigation system for the improved soccer fields can tie in.

We also request that the Council Resolution be given immediate effect.

Background and Justification

The proposed easements for the two existing sanitary & storm sewer leads are crucial since these two leads are currently active and tapping into separate City of Dearborn owned storm & sanitary sewers located under Crowley park.

The proposed easement for the proposed storm sewer lead is related to the proposed EWI parking lot construction enhancement from a gravel parking lot to a paved parking lot. EWI's approach to this project creates efficiencies for adjacent work by the Parks and Recreation Department to renovate the soccer fields of Crowley Park and enables a new irrigation system for the fields. The project will also contribute to business expansion, activating an additional 90K SF of leasable space that will be subdivided from EWI's building for additional Dearborn business growth.

As such, we are also requesting authorization of the Finance Director to allocate and expend an amount not to exceed \$157,471.00 from available funds within Account #401-6100-435.34-40, ARPA70, to support costs associated with removing and placing the new sewer line, which will be installed in compliance with all applicable ordinances and will ensure the irrigation system for the improved soccer fields can tie in.

These funds shall be paid to EWI Worldwide Inc as a reimbursement for expenses incurred after all City inspections for work are passed and the Parks and Recreation Director verifies that coordination with adjacent soccer field improvements is completed to the satisfaction of the Department.

Department Approval:

DocuSianed by:

Jordan Twardy, Economic Development Director

DocuSigned by tim Hawkins

Timothy Hawkins, Public Works Director

DocuSigned by

Soud El-Jamaly, City Engineer

Sean Fletcher, Parks and Recreation Director

-DocuSigned by: Sear R Flotcher

DocuSigned by: Jeremy Romer

Jeremy Romer, Corporation Counsel

DocuSianed by: Michael Kennedy

Michael Kennedy, Finance Director & Treasurer

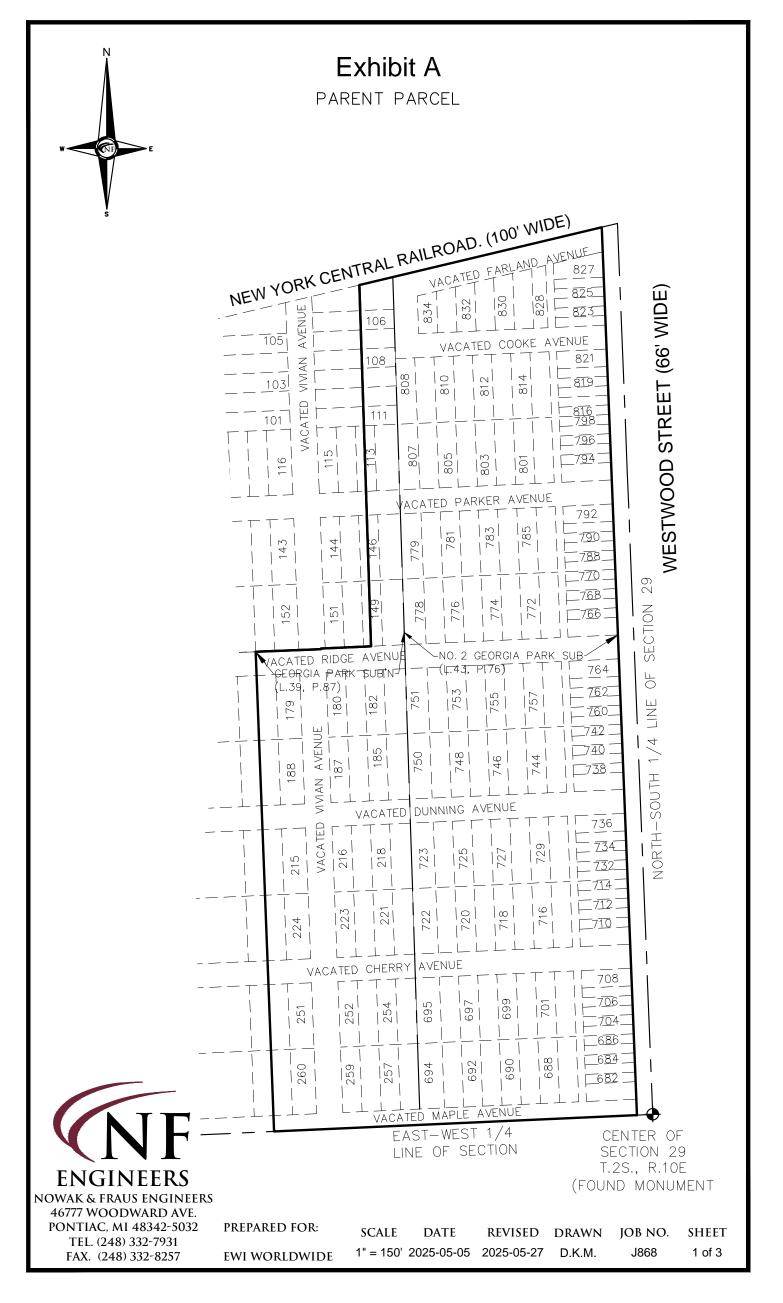


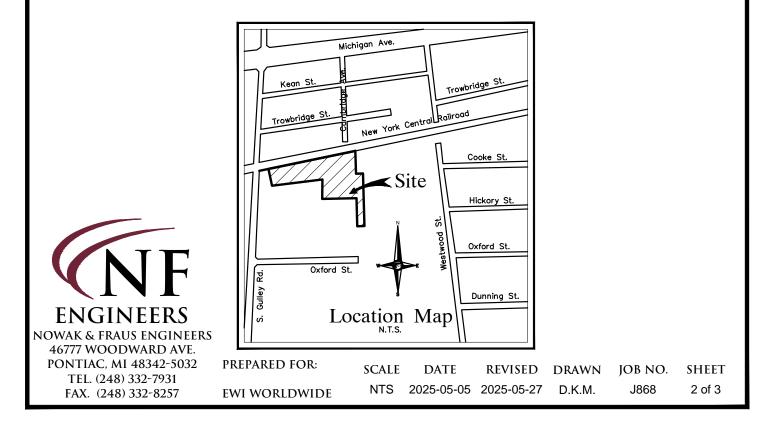
Exhibit A

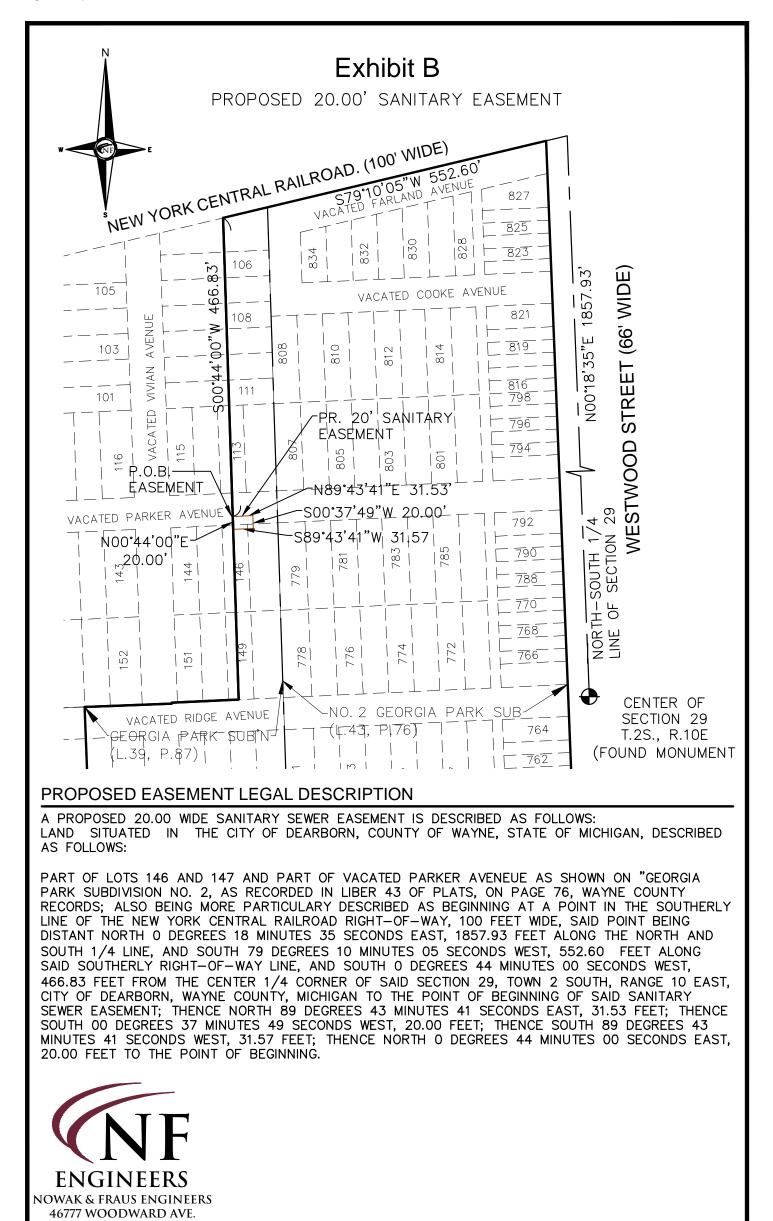
PROPERTY DESCRIPTION

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF DEARBORN, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF LOTS 106 THROUGH 111, 113, 146, 149 & ALL OF LOTS 178 THROUGH 189, 214 THROUGH 225, 250 THROUGH 261, AND PART OF VACATED OXFORD STREET, ALL OF DUNNING STREET, CHERRY STREET AND PRINCETON STREET, ADJACENT THEREOF, OF GEORGIA PARK SUBDIVISION, AS RECORDED IN LIBER 39 OF PLATS, ON PAGE 87, WAYNE COUNTY RECORDS AND ALL OF LOTS 681 THROUGH 834, AND ALL OF VACATED STREETS AND ALLEYS ADJACENT OF GEORGIA PARK SUBDIVISION NO. 2, AS RECORDED IN LIBER 43 OF PLATS, ON PAGE 76, WAYNE COUNTY RECORDS, ALL BEING A PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 10 EAST, CITY OF DEARBORN, WANYE COUNTY, MICHIGAN





PONTIAC, MI 48342-5032 PREPAR TEL. (248) 332-7931 FAX. (248) 332-8257 EWI WC

 PREPARED FOR:
 SCALE
 DATE
 REVISED
 DRAWN
 JOB NO.

 EWI WORLDWIDE
 1" = 150' 2025-05-05 2025-05-27
 D.K.M.
 J868

SHEET

3 of 3

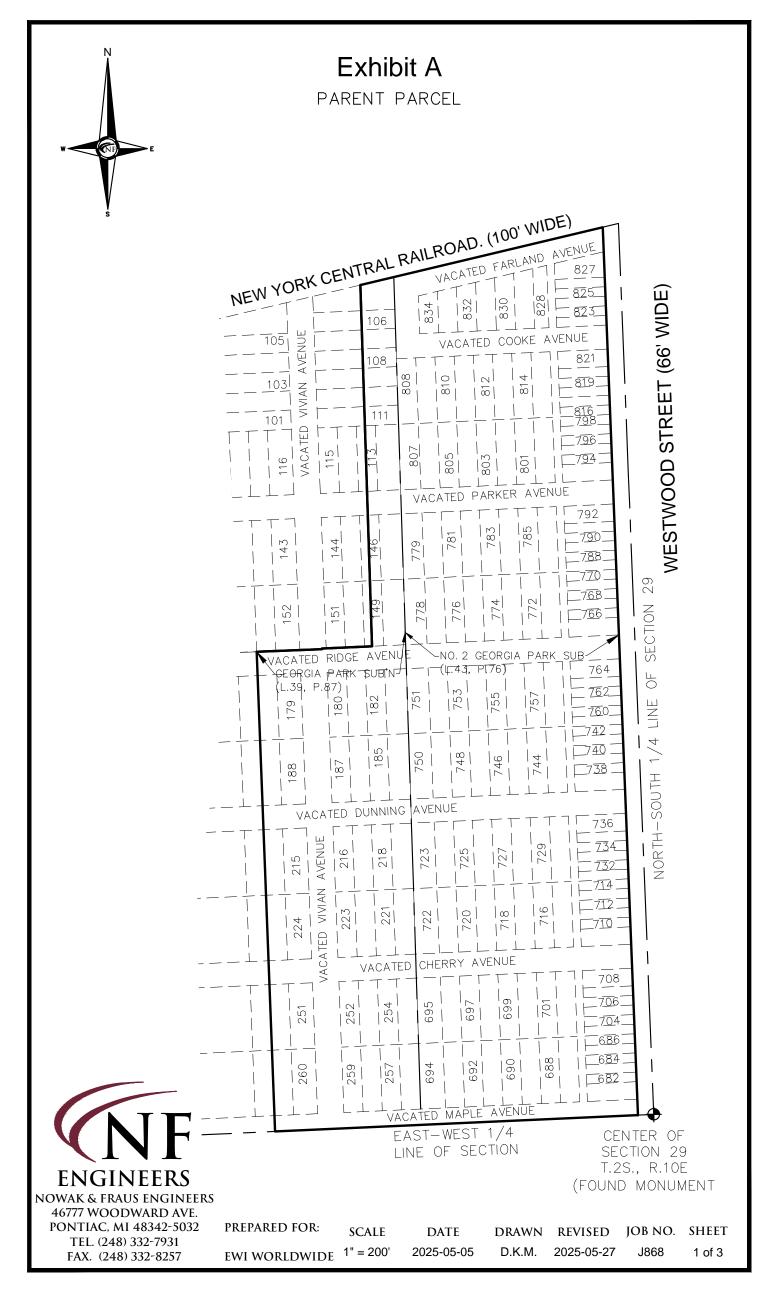


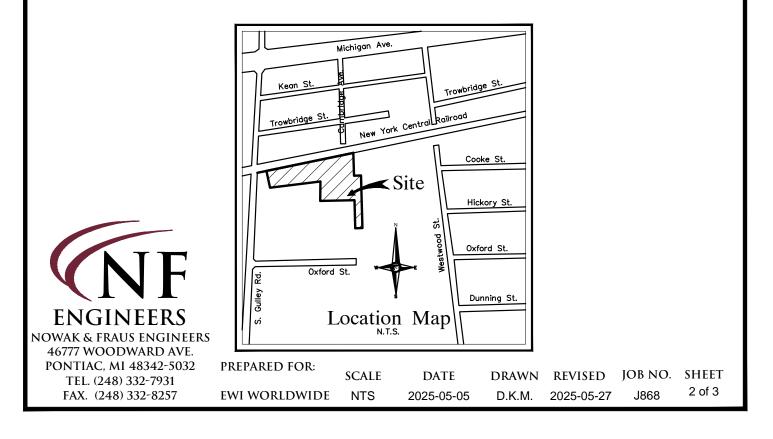
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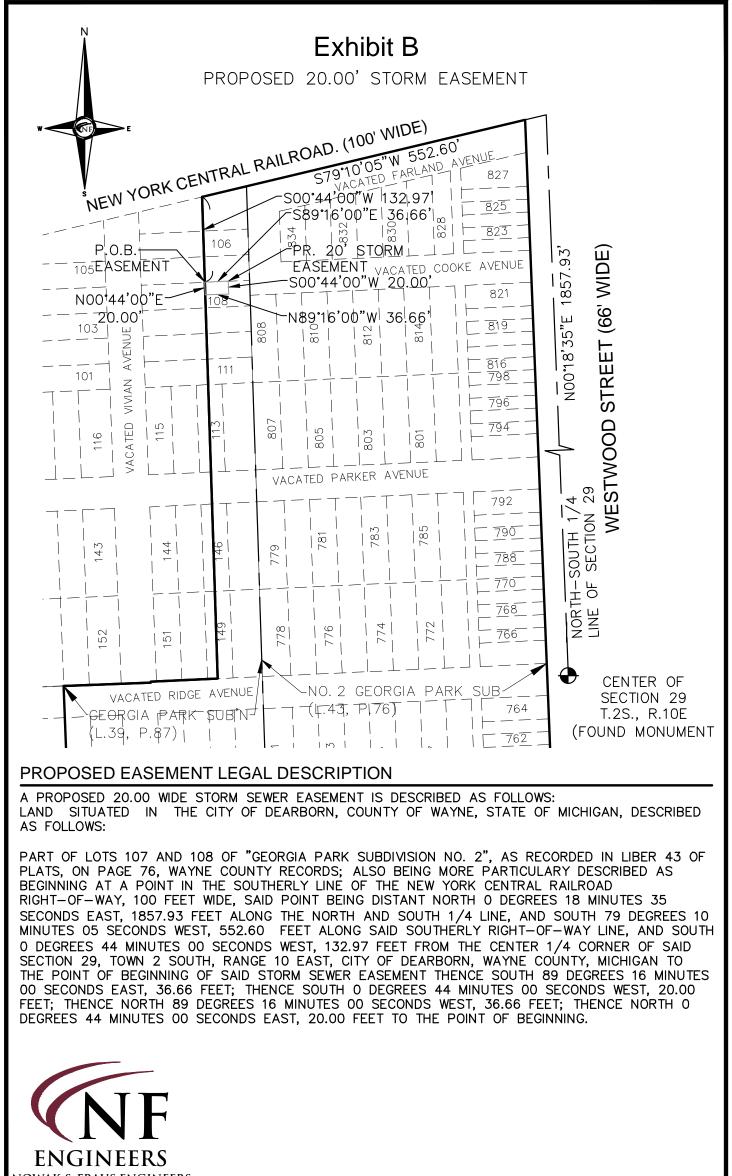
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NOWAK & FRAUS ENGINEERS 46777 WOODWARD AVE. Pontiac, mi 48342-5032 TEL. (248) 332-7931 FAX. (248) 332-8257

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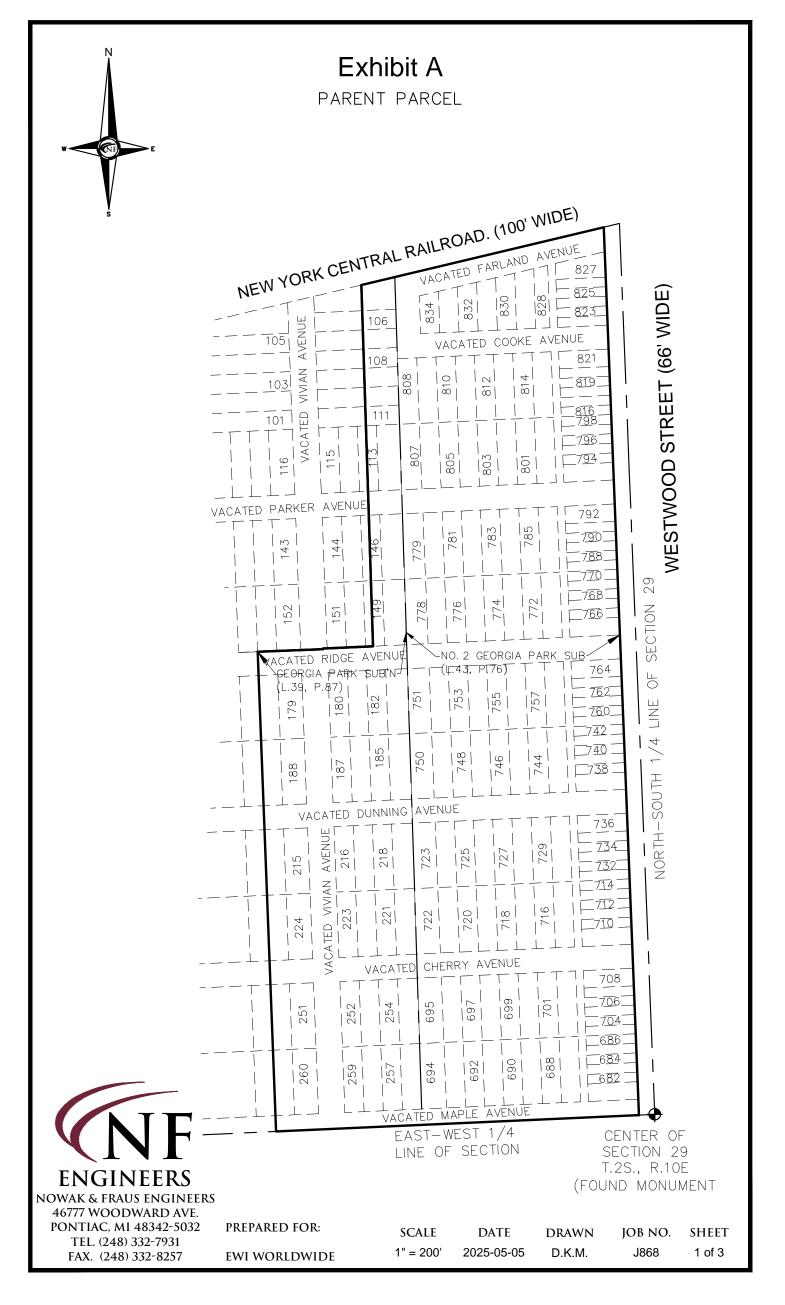


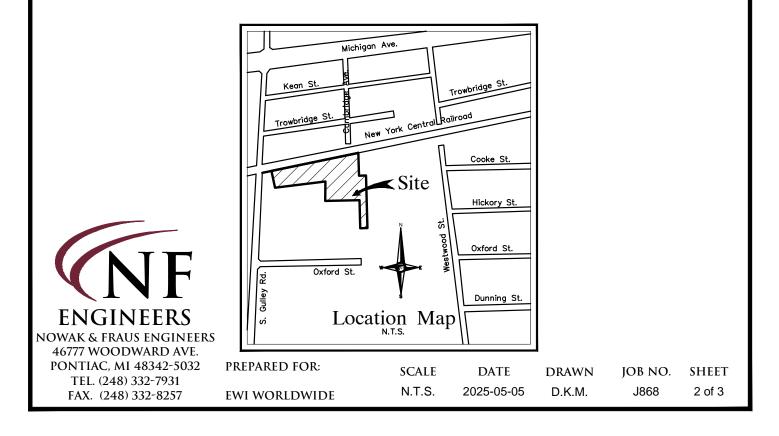
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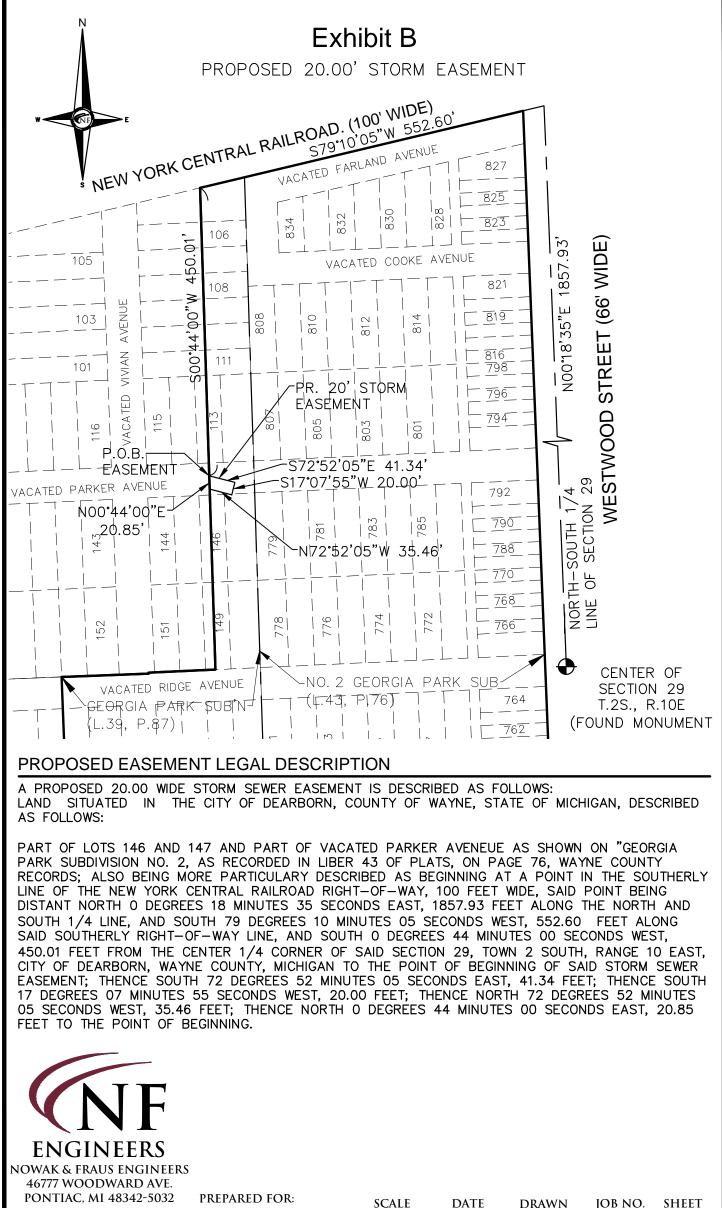
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3 3 of 3

	P.O	PAVING, . Box 24380 Michigan 48224	
	Industrial Commercial	66-2500 Fax Residential pur-wayasphalt.c	
Name	EWI Worldwide Dominic Silvio/Geo St. Pierre	3/14/22 Fax	01/09/2025 (734) 525-9010 (734) 634-8950 (248)302-8099(734) 536-1638
Address	2401 Gulley Rd. Dearborn, MI 48124	Job Site	dsilvio@ewiworldwide.com rlandwehr@ewiworldwide.com GStPierre@ewiworldwide.com 2401 Gulley Rd. Offsite City Park Area

Mr. Dominic Silvio & George St. Pierre:

We hereby make the following proposal for construction to be done: As per the City of Dearborn approved plans and specifications.

Remove existing 12-in. pipe (325-lf).

Tap existing Manhole and place 24-in. C76 CL IV pipe (375-lf). 5-ft. diameter manhole. Dirt spoils hauled to land fill and sand backfill.

Grade and place topsoil (160-cy) w/seed or sod.

Cost: \$157,471.00

- 1. This Contract is valid for 45 days from date shown above.
- 2. Terms: 1/3 down at commencement of construction: 1/3 upon 90% or more of construction: balance (1/3) due 30 days net.
- 3. Customer agrees to pay 1 1/2 % per month after the due date.
- 4. Standard Arbitration Clause: Any controversy arising out of this contract shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment rendered may be entered in any jurisdictional Court, cost to be shared equally between the parties.

Work not paid for within 30 days of completion is subject to lien.

Please sign and return.

Co	ntra	icte	e _
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Four Way Paving, LLC.