



REGULAR MEETING OF THE COUNCIL

June 10, 2025

AGENDA

1. ROLL CALL
2. INVOCATION BY Pastor Marvin Miles of International Gospel Center.
3. PLEDGE OF ALLEGIANCE
4. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED
UNANIMOUSLY – Offering condolences to the family of Mark Pultorak
and requesting immediate effect.
5. PUBLIC COMMENT
6. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving all items on the
Consent Agenda and requesting immediate effect.

CONSENT AGENDA

7. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Acknowledging the
EGLE Scrap Tire Clean-up Grant award from 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.

8. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ENOS – Awarding a one-year contract, with two (2) two-year renewal options available to Industrial Painting Services, Inc. in the amount of \$75,525 for As-Needed Painting Services for City Housing Buildings and requesting immediate effect.
9. RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – Awarding 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.
10. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Authorizing 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.
11. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Awarding 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 authorizing the Finance Director 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.
12. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Granting 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 authorizing a Noise Ordinance Waiver for the duration of the event and requesting immediate effect.
13. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Authorizing 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.

14. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Approving 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.
15. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Authorizing the Community Relations Department 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.
16. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ENOS – Authorizing the addition of the new full-time position and title of Deputy Director in the Community Relations Department, 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.
17. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Authorizing the Mayor's Office 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.
18. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND PARIS – Authorizing the Mayor's Office 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.
19. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND PARIS – Concurring in the reappointment of Stephen Kwasnik to the Building Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
20. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring in the reappointment of Ahmad Moubadder to the Building Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
21. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring in the reappointment of Janet Damian to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.

22. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Concurring in the reappointment of Kimberly Field to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
23. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring in the reappointment of Colleen Johnson to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
24. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring in the reappointment of Patricia Johnson to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
25. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring in the reappointment of Mary Ann Lawler to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
26. RESOLUTION BY COUNCILMEMBERS ENOS AND ABRAHAM – Concurring in the reappointment of Janelle Powers to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
27. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring in the reappointment of Todd Schebor to the City Beautiful Commission with a term ending June 30, 2028 and requesting immediate effect.
28. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Concurring in the reappointment of Rene Ziaja to the Planning Commission with a term ending June 30, 2028 and requesting immediate effect.
29. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Concurring in the reappointment of Osama Abdallah to the Demolition Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
30. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Concurring in the reappointment of Mark Coleman to the Demolition Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.

31. RESOLUTION BY COUNCILMEMBERS HERRICK AND HAMMOUD – Concurring in the reappointment of Mona Alaouie to the Commission on Disability Concerns with a term ending June 30, 2028 and requesting immediate effect.
32. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring 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.
33. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ENOS – Concurring in the reappointment of Machhadie Assi to the Environmental Commission with a term ending June 30, 2028 and requesting immediate effect.
34. RESOLUTION BY COUNCILMEMBERS PARIS AND HAMMOUD – Concurring in the reappointment of Rene Ziaja to the Environmental Commission with a term ending June 30, 2028 and requesting immediate effect.
35. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Concurring in the reappointment of Gerilyn Biggs to the Library Commission with a term ending June 30, 2028 and requesting immediate effect.
36. RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – Concurring in the reappointment of Rami Abousaleh to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.
37. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND PARIS – Concurring in the reappointment of Warren Hartley to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.
38. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Concurring in the reappointment of John Sczomak to the Parks and Recreation Commission with a term ending June 30, 2028 and requesting immediate effect.

- 39. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Concurring in the reappointment of Diana Bazzi to the Traffic Commission with a term ending June 30, 2028 and requesting immediate effect.
- 40. RESOLUTION BY COUNCILMEMBERS HERRICK AND PARIS – Concurring in the reappointment of Afan Bapacker to the Zoning Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.
- 41. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND HAMMOUD – Concurring in the reappointment of Mona Hammoud to the Zoning Board of Appeals with a term ending June 30, 2028 and requesting immediate effect.

END OF CONSENT AGENDA

- 42. RESOLUTION BY COUNCILMEMBERS ENOS AND ABRAHAM – Approving the minutes of the previous special (closed) meeting of May 20, 2025.
- 43. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Approving the minutes of the previous regular meeting of May 20, 2025.
- 44. ORDINANCE ON THE TABLE – ORDINANCE NO. 24-1844 – “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 BY COUNCILMEMBERS ENOS AND ABRAHAM – To take from the table for its final reading.
- 45. ORDINANCE NO. 25-1845 – INTRODUCED BY COUNCILMEMBER HAMMOUD.
SYNOPSIS – “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 BY COUNCILMEMBERS PARIS AND ENOS – To table the Ordinance.

46. ORDINANCE NO. 25-1846 – INTRODUCED BY COUNCILMEMBER HAMMOUD.
SYNOPSIS – “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 BY COUNCILMEMBERS PARIS AND ENOS – To table the Ordinance.
47. ORDINANCE NO. 25-1847 – INTRODUCED BY COUNCILMEMBER ENOS.
SYNOPSIS – “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 BY COUNCILMEMBERS HAMMOUD AND PARIS – To table the Ordinance.
48. ORDINANCE NO. 25-1848 – INTRODUCED BY COUNCILMEMBER HAMMOUD.
SYNOPSIS – “An Ordinance to Amend the Licenses and Business Regulations Chapter (Chapter 12) of the Code of Ordinances of the City of Dearborn by Amending 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 BY COUNCILMEMBERS PARIS AND ENOS – To table the Ordinance.
49. ORDINANCE NO. 25-1849 – INTRODUCED BY COUNCILMEMBER ENOS.
SYNOPSIS – “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 BY COUNCILMEMBERS ABRAHAM AND PARIS – To table the Ordinance.
50. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND PARIS – Authorizing the Mayor to execute the 51st Year Community Development Block Grant (CDBG) application, Grant Agreement and sub-recipient agreements on behalf of the City; authorizing the Finance Director 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 within the Community Development Fund (283) or other funds and requesting immediate effect.

51. RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – Approving the request of 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 authorizing the Finance Director 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..
52. RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – Authorizing 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.
53. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ENOS – Authorizing 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.
54. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Authorizing the sale and redevelopment of the City-owned property located at 14255 Michigan Avenue to Jin Hong for the sum of \$220,000; also authorizing Corporation Counsel or his designee and the Mayor to finalize and sign the documents necessary to effectuate the sale, subject to certain stipulations.
55. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND PARIS – Authorizing 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.

56. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND PARIS – Awarding a contract to Zuniga Cement Construction, Inc. in the amount of \$601,260 for Raised Crosswalks and requesting immediate effect.
57. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ABRAHAM – Awarding a Professional Services contract to Plante & Moran in an amount not to exceed \$100,000 for a Payroll Audit and requesting immediate effect.
58. RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – Awarding a contract to Performance Sports Turf, LLC in the amount of \$87,730 for the Renovation of Soccer Fields at Crowley Park and requesting immediate effect.
59. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ENOS – Awarding a sole source contract to GiveDirectly in the amount of \$1,500,00 for the Rx Kids Program; also authorizing the Finance Director 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.
- 60.a.) RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ABRAHAM – Approving 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 Avenue.
- b.) RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Approving the Amended Traffic Rules & Regulations pursuant to Section 18-150 of the Code of Ordinances of the City of Dearborn as follows:
- Prohibit parking on the north side of Prospect between 15340 Prospect and the intersection of Opal.

c.) RESOLUTION BY COUNCILMEMBERS PARIS AND HAMMOUD – Approving 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.

61. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Concurring in the reappointment of Mike Kaid to the Brownfield Redevelopment Authority for a retroactive term from July 1, 2023 and ending June 30, 2026 and requesting immediate effect.

62. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Concurring in the reappointment of Richard Audi to the Brownfield Redevelopment Authority for a retroactive term from July 1, 2023 and ending June 30, 2026 and requesting immediate effect.

63. RESOLUTION BY COUNCILMEMBERS PARIS AND ABRAHAM – Concurring in the appointment of Hana Shannir to the Commission on Disability Concerns with a term ending June 30, 2028 and requesting immediate effect.

64. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Concurring 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



EXECUTIVE SUMMARY AND MEMORANDUM

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



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

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
	<i>Mixed-Use Centers</i>
	<i>Vehicle-Oriented</i>
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	<input checked="" type="checkbox"/>
B-C General Business	<input checked="" type="checkbox"/>
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	



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.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

- There may be some uses in the BB district that may not be 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.

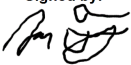
Signature Page

Prepared by:

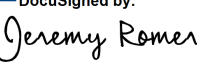
Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP
Planning and Zoning Manager

Approved:

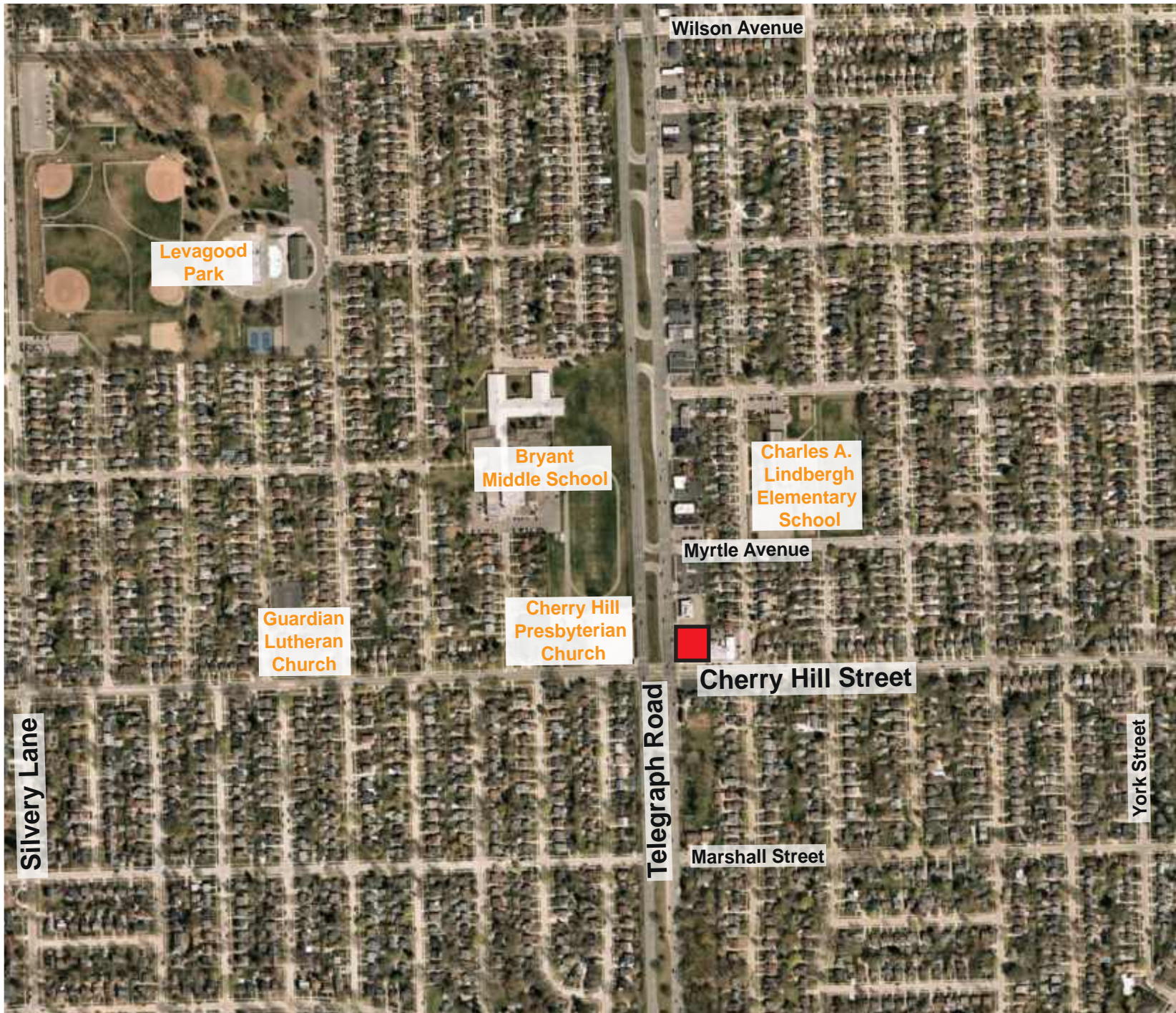
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JORDAN TWARDY
Economic Development Director

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JEREMY ROMER
Corporation Counsel

Site Context - 100 N. Telegraph Road



Legend



Subject Property

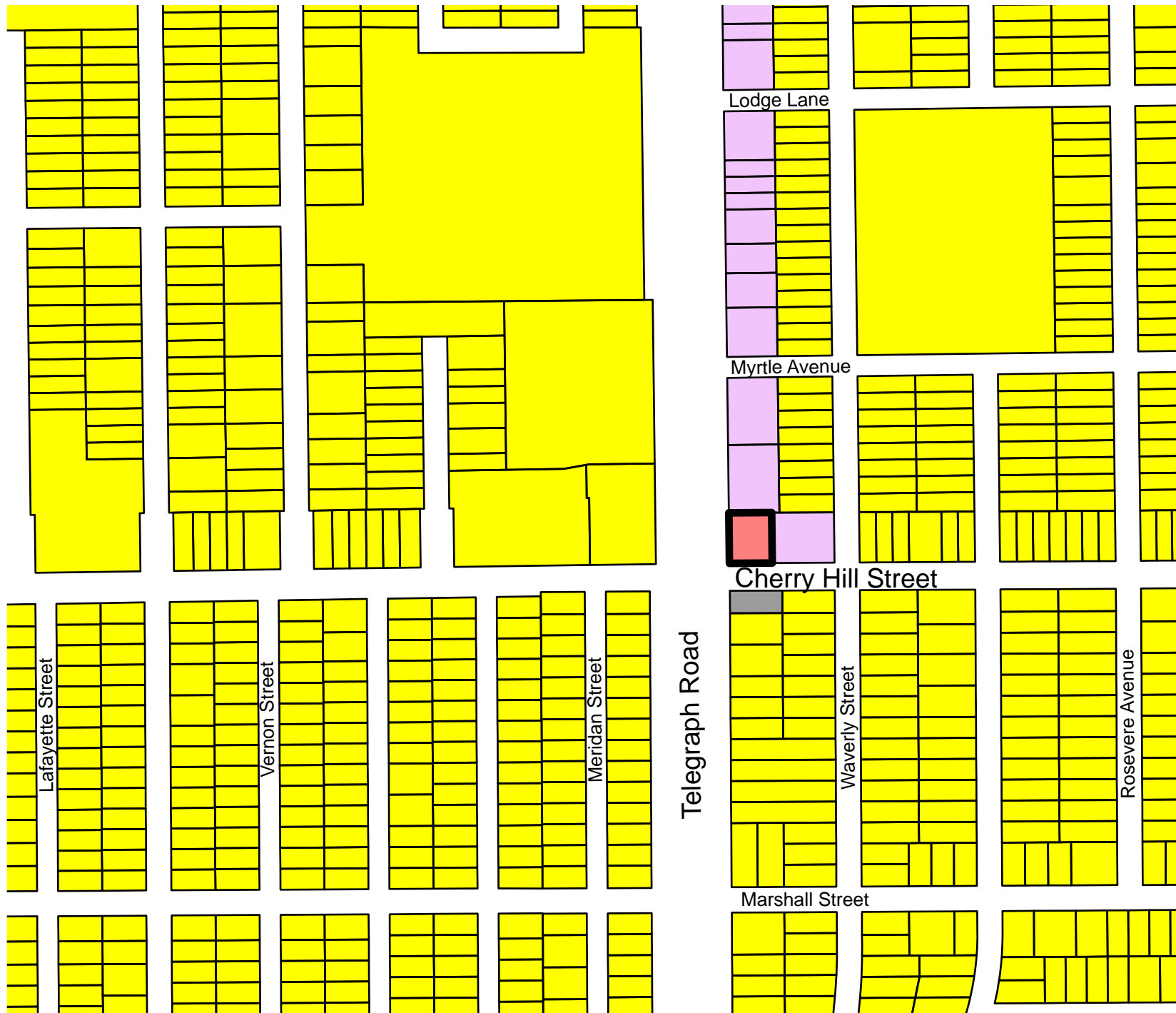


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Feet






Zoning Map - 100 N. Telegraph Road



Proposed Zoning Map - 100 N. Telegraph Road



Legend

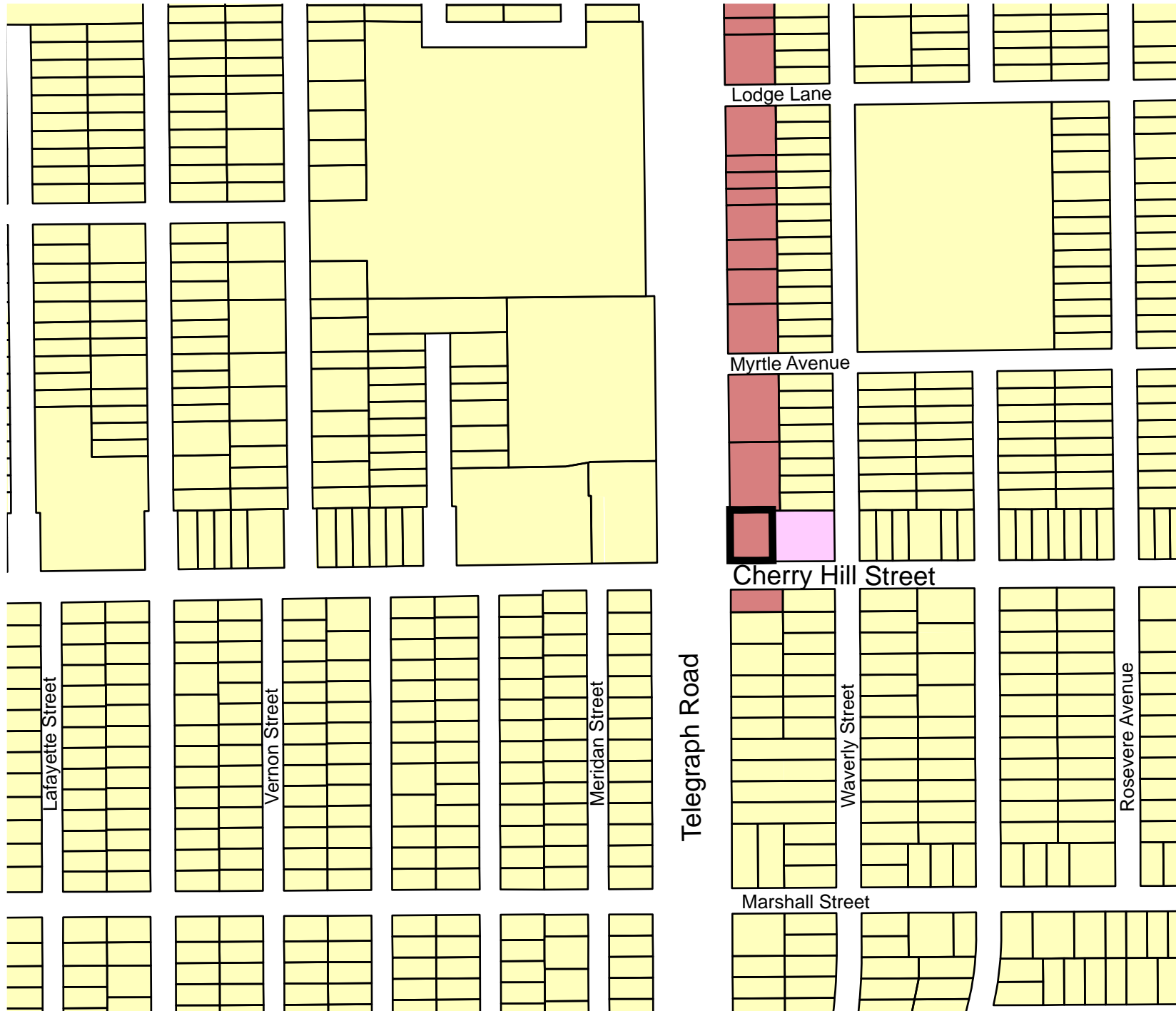
-  Subject Property
-  RA - One Family Residential District
-  BA - Local Business District
-  BB - Community Business District
-  VP - Vehicular Parking District

The proposed rezoning would change the subject property's zoning classification from BA to:





BB - Community Business District



Future Land Use - 100 N. Telegraph Road

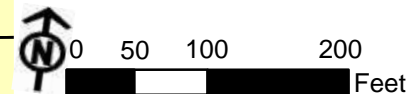


Legend

-  Subject Property
-  Great Neighborhoods - Low Density
-  Mixed Use Center - Vehicle Oriented
-  Mixed Use Center - Shopfront

The subject property's Future Land Use Designation is:

Mixed Use Center - Vehicle Oriented






Existing Site Conditions - 100 N. Telegraph Road

N. Telegraph Road

Cherry Hill Street

Legend

-  Subject Property
-  Existing Structure
-  Existing Gas Canopies
- Including 6 gas pumps



0 6.25 12.5 25
Feet

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

	<i>Lot Minimum</i>		<i>Maximum Height of Structures</i>		<i>Maximum Coverage of Lot by All Buildings</i>	<i>Minimum Setback Requirement</i> (in Feet) ⁱ				<i>Minimum Usable Floor Area Per Unit</i> (Sq. Ft.)	<i>Maximum Density Units/Acre</i>
<i>District</i>	<i>Area (Sq. Ft.)</i>	<i>Width (Feet)</i>	<i>In Stories</i>	<i>In Feet</i>		<i>Front Yard</i>	<i>One Side Yard</i>	<i>Other Side Yard</i>	<i>Rear Yard</i>		
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'	a.	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 ^o	85' ^o	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	Refer to District Provisions—Article 23.00						—	—	—	—	—
F-P Floodplain	Refer to District Provisions—Article 24.00						—	—	—	—	—
V-P Vehicular Parking	—	35'	No Buildings Permitted	—	—	10'	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:

	<i>Side Yard Setbacks</i>		<i>Rear Setback</i>	<i>Height</i>		
<i>Lot Width</i>	<i>Minimum Single Side Yard Setback (feet)</i>	<i>Minimum Total Side Yards Setback (feet)</i>	<i>Minimum Rear Yard Setback (feet)</i>	<i>Maximum Eave Height for second story (feet)</i>	<i>Maximum Midpoint of the Roof Height (feet)</i>	<i>Maximum Stories</i>
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}	Minimum Landscaping (Front Yard)³	Minimum Landscaping (Total Property)^{4, 5}
Less than 5,000 sq. ft.	Detached	25	65	40
	Attached ¹	30	55	55
5,001 – 7,500 sq. ft.	Detached	25	70	45
	Attached	30	60	55
7,501 – 10,000 sq. ft.	Detached	25	75	50
	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.
- l. 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 <i>Provided that Loading and Unloading Area is Provided on the Site</i>
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 <i>Provided that Processing is not on the Premises and the use is Customarily Incidental to the Above Permitted Uses.</i>
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 <i>Provided that the Services of not more than Four (4) Persons are Required to Produce Such Merchandise</i>
Accessory Structures and Uses Customarily Incidental to the Above Permitted Uses
Other Uses not Specifically Listed in this Ordinance <i>Determination must be made by the Director of Building and Safety that Such Use is similar to Other Permitted Uses in This District.</i>

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. <i>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</i>
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 <i>All Goods for Retail Sale on the Premises</i>
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 <i>Processing Must be Limited to Goods Brought to the Establishment by the Individual Retail Customer</i>
Libraries, Museums, and Publicly-Owned Buildings for Offices or Business Functions
Medical or Dental Clinics and Offices
Neighborhood Newspaper Distribution Stations <i>Provided that Loading and Unloading Area is Provided on the Site</i>
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 <i>Provided that Processing is not on the Premises and the use is Customarily Incidental to the Above Permitted Uses.</i>
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 <i>Provided that the Services of not more than Four (4) Persons are Required to Produce Such Merchandise</i>
Accessory Structures and Uses Customarily Incidental to the Above Permitted Uses
Other Uses not Specifically Listed in this Ordinance <i>Determination must be made by the Director of Building and Safety that Such Use is similar to Other Permitted Uses in This District.</i>
Outdoor Dining

Business B (BB) – Local Business District: Section 15 of Zoning Ordinance

Special Land Uses in BB (Community Business District)
Alternative Financial Establishments
Automobile Filling and/or Repair Stations <i>May also Provide Retail Sales of Prepackaged Food Products for Consumption off Premises</i>
Bar, Lounges, and Taverns
Day Labor Agencies
Financial Institutions with Drive-Through Facilities
Funeral Homs and Mortuaries
Group Day Care Home or Child Care Center
Gun Sales, Retails Sales, Commercial Services, Storage, or Repair of Firearms <i>Must not be Located Closer than 700 feet to the Nearest Residential Zoning District, Residential Land Use, Church or Place of Worship, and Public or Private School</i>
Indoor Recreation Facilities
Motels and Hotels
Multiple-Family Dwellings to Include Rental Apartments and Condominium Units. <i>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 BB Zoning District</i>
Open Air Businesses
Restaurants with Drive Through Facilities
Smoking Lounges
Veterinary 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.

Re: Redevelopment of BP Station at NE corner of Telegraph & Cherry Hill.

Owner: Abdul Beydoun

Property Area - .28-acre, 12,232 sq. ft.

Demolition work: 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.

New Construction 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



EXECUTIVE SUMMARY AND MEMORANDUM

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

**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Planning Commission

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Zoning Language Amendment: Short Term Rentals

DATE: June 5th, 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.
- Reducing common nuisances that come along with this type of use.
- 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:

Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP
Planning and Zoning Manager

Approved:

Signed by:

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JORDAN TWARDY
Economic Development Director

DocuSigned by:

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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. of Parking Spaces	Per Each Unit of Measure as Follows
Hotel, Motel, or Other Lodging	1.0 1.0	Occupancy Unit, PLUS Employee
In addition, spaces shall be provided as required for restaurants, bars, assembly rooms, and other affiliated uses.		
Motels, Hotels, Public Lodging House	1.0 1.0	Guest Room, PLUS 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 [Article 1.00](#).
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 [2.03](#)C.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 [Article 32.00](#).

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 x twenty-four (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 [7.02G](#).

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 District~~s~~, 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 District~~s~~, 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	P S	P S	P ² S ²	P S			
Short-Term Rentals ⁷	P	P	P ²	P	P	P	

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.

Zoning Map - West Downtown District

Form Based Code
As Amended to October, 2024

ECONOMIC DEVELOPMENT
Mayor Mitchell D. Hammock



Existing Zoning - BD District





LAW

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: Changes creates a new ordinance for Short-Term Rentals (STR's), and consolidates existing regulations for non-owner-occupied rentals that 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 Certificate of Compliance ("COC") 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 COC;
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.
9. Revocation of a COC upon 3 separate violations w/in 12-mth period
10. Citations for violations of the ordinance to be given to the owner, local agent, or renter, whoever is on site at the property and responsible for the violation.
11. The local agent must be a human person that resides in Michigan, and may not be an LLC or other legal entity.
12. Require the owner of the STR provide renter info (e.g., name, date of birth, vehicle info) and duration of stay at least 24-hrs before the stay.
13. Provide info sheet for renters highlighting, among other things, applicable nuisance ordinances.

PRIOR COUNCIL ACTION: Non-owner-occupied regulations 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: COC and inspection fees for STR's will raise revenue to cover additional administrative review and inspection related to STR's.

COMMUNITY IMPACT: Creates 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



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REVISED 6/4/25 6/7/25

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 June 4, 2025~~ June 7, 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:

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 Certificate of Compliance (“COC”) before renting, which in turn requires application, review, and inspection;
3. Requires a local agent ([who must be a corporeal individual who resides in Michigan, and not a business entity such as a corporation or LLC](#)) 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 COC;
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 ([citations must be handed to the responsible party, as opposed to mailed, when possible](#));
9. [Requires](#) revocation of an STR COC 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 COC is revoked.
11. [Citations for violations of the ordinance to be given to the owner, local agent, or renter, whoever is on site at the property and responsible for the violation.](#)
12. [Require the owner of the STR provide renter info \(e.g., name, date of birth, vehicle info\) and duration of stay at least 24-hrs before the stay.](#)
13. [Provide info sheet for renters highlighting, among other things, applicable public disturbance and nuisance ordinances.](#)

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,

Bradley J. Mendelsohn

BRADLEY J. MENDELSON
Deputy Corporation Counsel



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

Jeremy J. Romer

JEREMY J. ROMER
Corporation Counsel

Jordan Twardy

JORDAN TWARDY
Director, Economic Development

ORDINANCE NO. 25 - 1847

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 short-term 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 non-owner-occupied residence hosts visitors, for compensation, for periods of 30 consecutive days or less.

- 2) *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.
 - 3) *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 Reservation Summary (or "STR Reservation Summary")*. A standard form issued by the Economic Development Department on which the owner or local agent of a STR shall document, for each anticipated STR term, the name and date of birth of each occupant that will be staying at the property; the number of vehicles that will be parked on site; the make, model, and license number of each such vehicle; and the dates on which the short-term rental term will commence and end.
 - k) *Short-term rental Certificate of Compliance (or "STR Certificate")*. 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 "certificate" refers to an STR Certificate of Compliance.
 - l) *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 STR unit.
 - m) *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

- 3) 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.
 - 5) *Local agent must be an individual person.* A local agent must be an individual corporeal person that resides in the state, and may not be a business, partnership, or corporate entity such as a limited liability company, incorporated business entity, or property management company.
- n) *Visitor Guideline Materials.* Materials prepared by the Director or their designee that include: 1) a summary of the City's Noise Ordinance, Fireworks Ordinance, Trash Disposal Ordinance, and applicable offenses against the public peace and nuisances; 2) a reminder that the rental property is located near a residential area; and 3) a statement informing the renters that neighboring property owners may contact the local agent and local police to report any issues relating to the property.

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

- a) *Certificate required; limitations.* STRs are prohibited unless the property is registered with the City and has received a Certificate of Compliance pursuant to this ordinance.
 - 1) The City shall only issue a certificate to the owner of the property serving as the STR. A certificate shall not be issued to the lessee, renter, tenant, or local agent of a property.
 - 2) The City shall issue only one (1) certificate 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 Certificate of Compliance shall, at a minimum, include the following:
 - 1) The name, date of birth, address (principal residence and not a P.O. Box or corporate/business 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 (principal residence and not a P.O. Box or corporate/business address), email address, and telephone number (home and cell phone) of the local agent
 - 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 certificate.
- 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 certificate or revoking an existing certificate. Revocation of a

certificate 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 certificate shall not be transferred or assigned to another person or address, nor shall the certificate authorize any person, other than the person named therein or their designated local agent, to operate an STR on the property.
- d) *Certificate issuance and inspection; zoning compliance.* To the extent certificates are available in the pertinent zoning district at the time of application, a certificate or certificate 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 certificate 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 certificate is sought, shall result in denial of the certificate.
- 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. – Certificate validity and renewal

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

- a) A certificate expires three (3) years from the date it is issued, unless otherwise revoked pursuant to this ordinance;
- b) A certificate is terminated when the property to which the license applies is conveyed to another party;
- c) A certificate 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, in addition to the requirements in Sec. 11-313 of this ordinance, satisfies the following:

- a) The local agent shall be an individual 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 certificate and post in window.* Upon request by any occupant, prospective occupant, law enforcement officer, or code enforcement official, the owner(s) or local agent shall provide a copy of the STR certificate. Further, a full-sized copy of the STR certificate 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.
- j) *Reservation requirements.* At least 24-hours prior to the commencement of a STR term, the owner or local agent shall do the following:
 - a. Obtain the contact information for the occupants who will be staying at the STR unit;
 - b. Complete a copy of the STR Reservation Summary form and file it with the City as specified on the form;
 - c. Ensure that a copy of the STR Reservation Summary Form is available within the dwelling during each STR term so that rental occupants can produce it upon request in conformance with Sec. 11-318 below;
 - d. Provide a copy of the Visitor Guideline Materials to the prospective occupants;
 - e. Inform the prospective occupants of the number and location of off-street parking spaces provided on the lot and of the parking regulations provided in Section 11-318 below.

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 off-site locations.
- b) *STR Reservation Summary.* Occupants shall produce a copy of the STR Reservation Summary to a City police officer or other ordinance enforcement officer upon request.
- c) *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 certificate 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 certificate issued pursuant to this ordinance. Such advertisement shall constitute a violation of this ordinance.

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

- 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 certificate.
 - 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 certificate or revoking an existing certificate.

- d) *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 and citations.

- a) Any notice or citation issued pursuant to this ordinance, or in connection to a violation of this ordinance, shall be considered served as of the date of the earliest of any of the following events:
- 1) 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;
 - 2) The sending of the notice by email to an email address designated on a STR certificate for the property;
 - 3) Personal delivery of the notice to the responsible party; or

- 4) The responsible party's receipt of the notice by certified U.S. mail, as indicated in a notification of receipt.
- b) When possible, service of a citation for violation of this ordinance, or in connection to a violation of this ordinance, shall be done by issuing the citation directly to the individual responsible for the violation under this ordinance, whether that be the owner, local agent, renter, or guest.

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

- a) *Grounds for revocation.* The Director ~~may~~ shall revoke the STR certificate 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:
 - 1) The City must have issued a civil infraction citation 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.
- b) *Notice of revocation.* Upon a determination by the Director that the STR certificate 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 certificate;
 - 2) The effective date of the revocation;
 - 3) 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 certificate 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:

- 1) 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 certificate 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 certificate 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 certificate 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-owner-occupied 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 correct 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.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

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



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

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.

DocuSigned by:
Jeremy Romer
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JEREMY J. ROMER
Corporation Counsel

Respectfully submitted,

DocuSigned by:
Bradley Mendelsohn
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BRADLEY J. MENDELSON
Deputy 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).



LAW

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 & Breakfast 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



LAW

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,

DocuSigned by:

Bradley Mendelsohn

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BRADLEY J. MENDELSON
Deputy Corporation Counsel

DocuSigned by:

Jeremy Romer

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JEREMY J. ROMER
Corporation Counsel

Signed by:

George Darany

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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	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
Concrete supplier	250.00
Distributor, vending machine	40.00
Distributor equipment, each machine; not amusement devices	20.00
Distributor, amusement device only	300.00
Dog, (1-year license, expires March 1) The following fees take effect March 1, 2025:	<p>\$20.00 for unsterilized dog with no microchip, or \$10.00 for spayed or neutered dogs</p> <p>\$15.00 for unsterilized dog with a microchip</p> <p>\$10.00 for sterilized dog with or without microchip</p>
Dog (3-year license, expires March 1) The following fees take effect March 1, 2025:	<p>\$60.00 for unsterilized dog with no microchip</p> <p>\$45.00 for unsterilized dog with a microchip</p> <p>\$30.00 for sterilized dog with or without microchip</p>
Dog [license with automatic renewal (no additional fee)] The following fee takes effect March 1, 2025:	<p>\$100.00 for sterilized dog with microchip</p> <p>A \$3.00 processing fee will be added for mailing any dog license and tag.</p>
Drain layer contractor	50.00
Drive-in theater	600.00

Electrical contractor registration	40.00
Escrow license, type	40.00
Exhibitor (expires December 1)	75.00
Exhibitor equipment (each amusement 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	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	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 additional 30 days in one year	100.00

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



DEARBORN
ECONOMIC
DEVELOPMENT

Immediate Effect is Requested

REQUEST: 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.

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



**DEARBORN
ECONOMIC
DEVELOPMENT**

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 & mental health, employment & 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



DEARBORN
ECONOMIC
DEVELOPMENT

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



DEARBORN
ECONOMIC
DEVELOPMENT

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

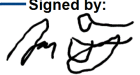
The attached proposed Council Resolution will authorize the Mayor to execute the 51st Year Community Development Block Grant (CDBG) application and grant agreement with the US Department of Housing and Urban Development and to execute sub-recipient agreements and a contract agreement as identified in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

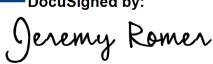
Immediate effect is requested.

Respectfully Submitted,

Signed by:

1C7ADC7466A843C...

Jordan Twardy
Economic Development Director

Approved:

DocuSigned by:

E7A573BA25E3460...

Jeremy Romer
Corporation Counsel

DocuSigned by:

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.

EXECUTIVE SUMMARY AND MEMORANDUM

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.

EXECUTIVE SUMMARY AND MEMORANDUM

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.

EXECUTIVE SUMMARY AND MEMORANDUM

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

EXECUTIVE SUMMARY AND MEMORANDUM

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.

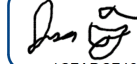
The proposed easement for the proposed storm sewer lead is related to the proposed EWI parking lot construction enhancement from a gravel parking lot to a paved parking lot. EWI's approach to this project creates efficiencies for adjacent work by the Parks and Recreation Department to renovate the soccer 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:

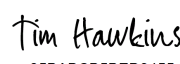
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Jordan Twardy, Economic Development Director

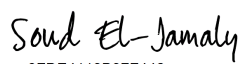
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Timothy Hawkins, Public Works Director

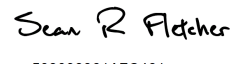
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Soud El-Jamaly, City Engineer

DocuSigned by:



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Sean Fletcher, Parks and Recreation Director

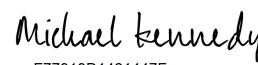
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Jeremy Romer, Corporation Counsel

DocuSigned by:



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Michael Kennedy, Finance Director & Treasurer

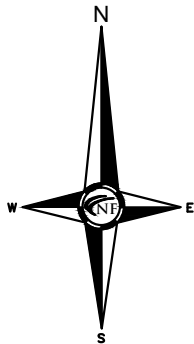
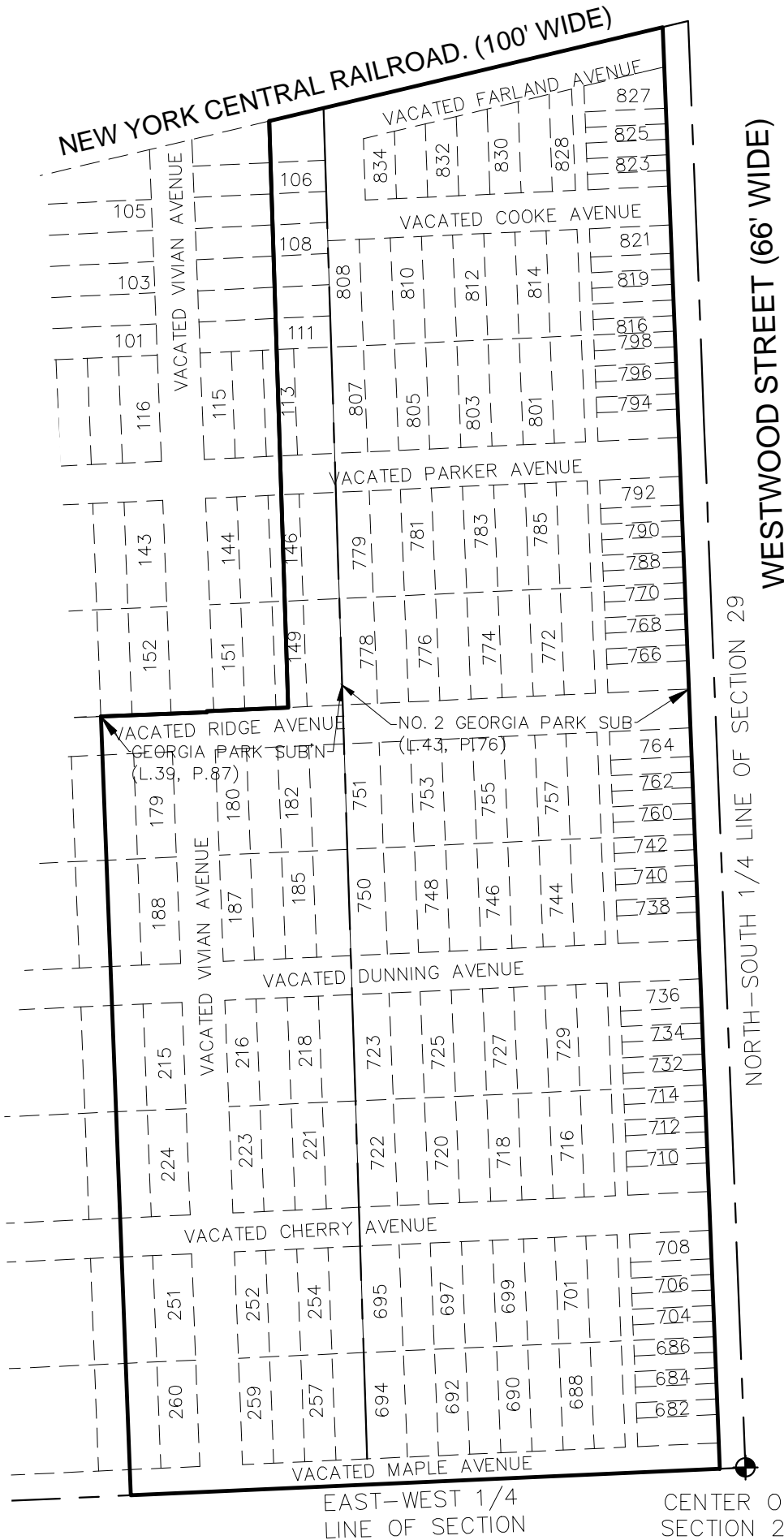


Exhibit A
PARENT PARCEL



NORTH-SOUTH 1/4 LINE OF SECTION 29

WESTWOOD STREET (66' WIDE)



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
EWI WORLDWIDE

SCALE DATE
1" = 150' 2025-05-05

REVISED
2025-05-27

DRAWN
D.K.M.

JOB NO.
J868

SHEET
1 of 3

CENTER OF
SECTION 29
T.2S., R.10E
(FOUND MONUMENT)

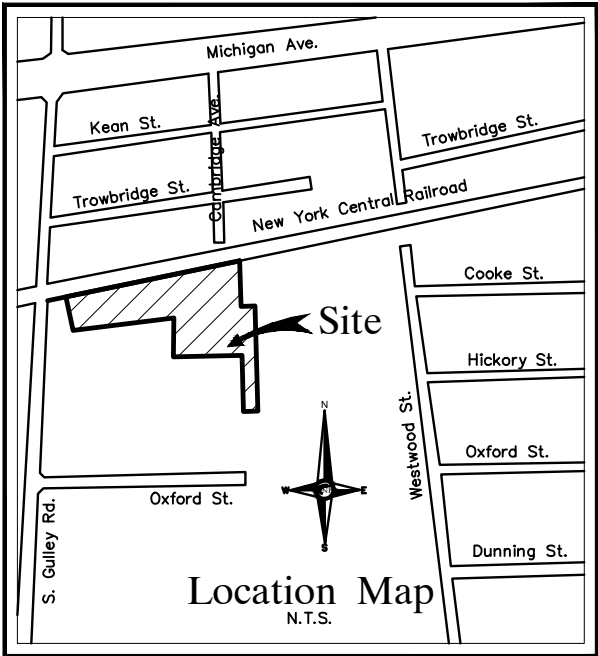
Exhibit A

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





NF
ENGINEERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:	SCALE	DATE	REVISED	DRAWN	JOB NO.	SHEET
EWI WORLDWIDE	NTS	2025-05-05	2025-05-27	D.K.M.	J868	2 of 3

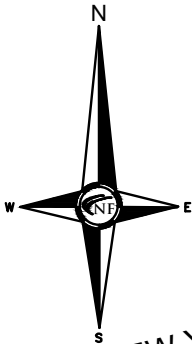
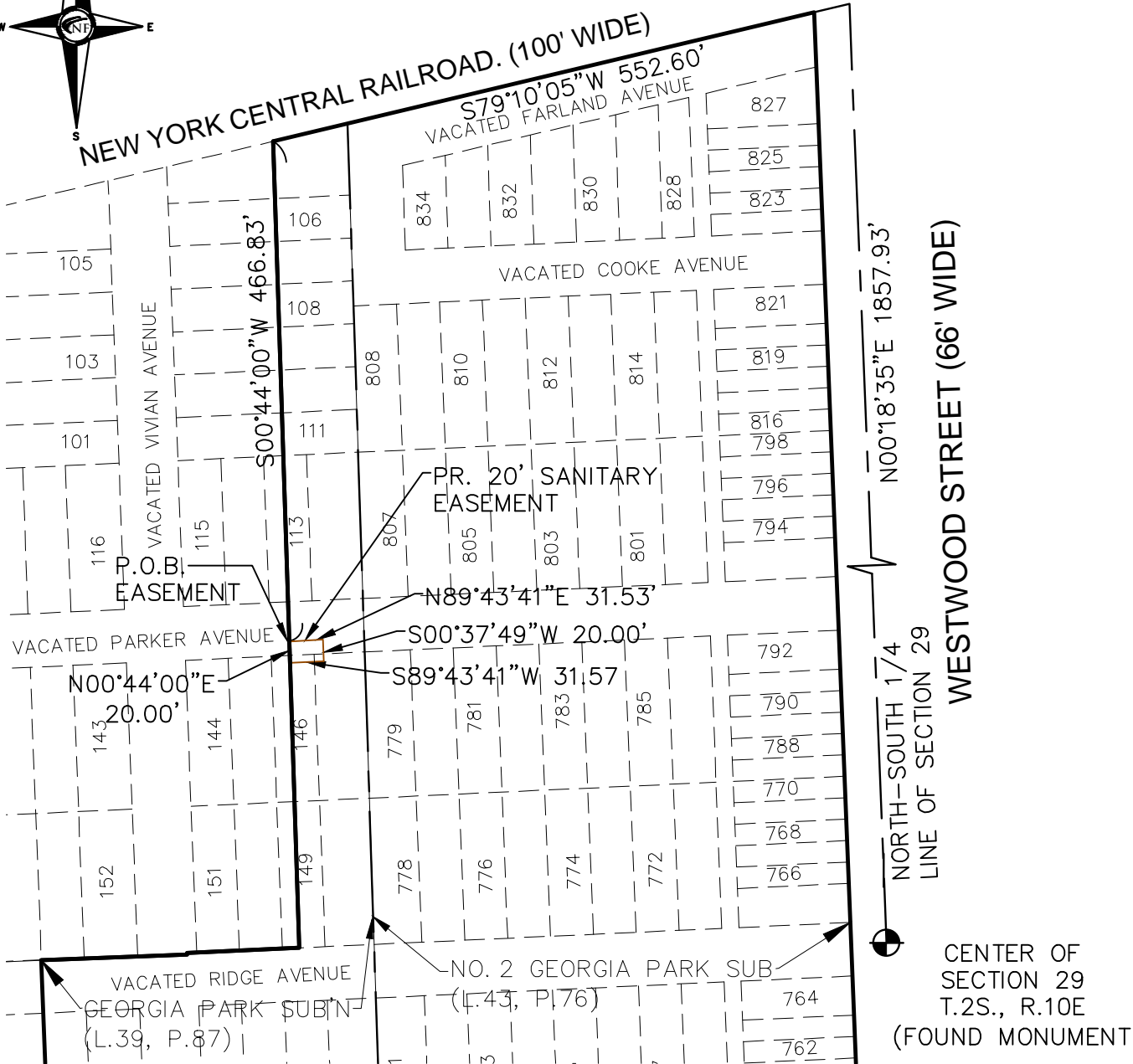


Exhibit B

PROPOSED 20.00' SANITARY EASEMENT



PROPOSED EASEMENT LEGAL DESCRIPTION

A PROPOSED 20.00 WIDE SANITARY SEWER EASEMENT IS DESCRIBED AS FOLLOWS:
LAND SITUATED IN THE CITY OF DEARBORN, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF LOTS 146 AND 147 AND PART OF VACATED PARKER AVENUE AS SHOWN ON "GEORGIA PARK SUBDIVISION NO. 2, AS RECORDED IN LIBER 43 OF PLATS, ON PAGE 76, WAYNE COUNTY RECORDS; ALSO BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT-OF-WAY, 100 FEET WIDE, SAID POINT BEING DISTANT NORTH 0 DEGREES 18 MINUTES 35 SECONDS EAST, 1857.93 FEET ALONG THE NORTH AND SOUTH 1/4 LINE, AND SOUTH 79 DEGREES 10 MINUTES 05 SECONDS WEST, 552.60 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SOUTH 0 DEGREES 44 MINUTES 00 SECONDS WEST, 466.83 FEET FROM THE CENTER 1/4 CORNER OF SAID SECTION 29, TOWN 2 SOUTH, RANGE 10 EAST, CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN TO THE POINT OF BEGINNING OF SAID SANITARY SEWER EASEMENT; THENCE NORTH 89 DEGREES 43 MINUTES 41 SECONDS EAST, 31.53 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 49 SECONDS WEST, 20.00 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 41 SECONDS WEST, 31.57 FEET; THENCE NORTH 0 DEGREES 44 MINUTES 00 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
EWI WORLDWIDE

SCALE DATE REVISED DRAWN JOB NO. SHEET
1" = 150' 2025-05-05 2025-05-27 D.K.M. J868 3 of 3

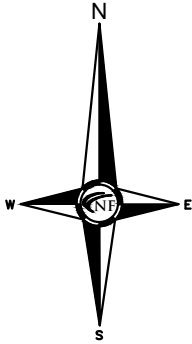
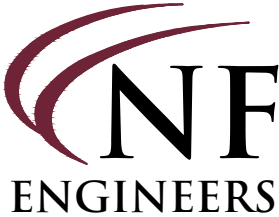
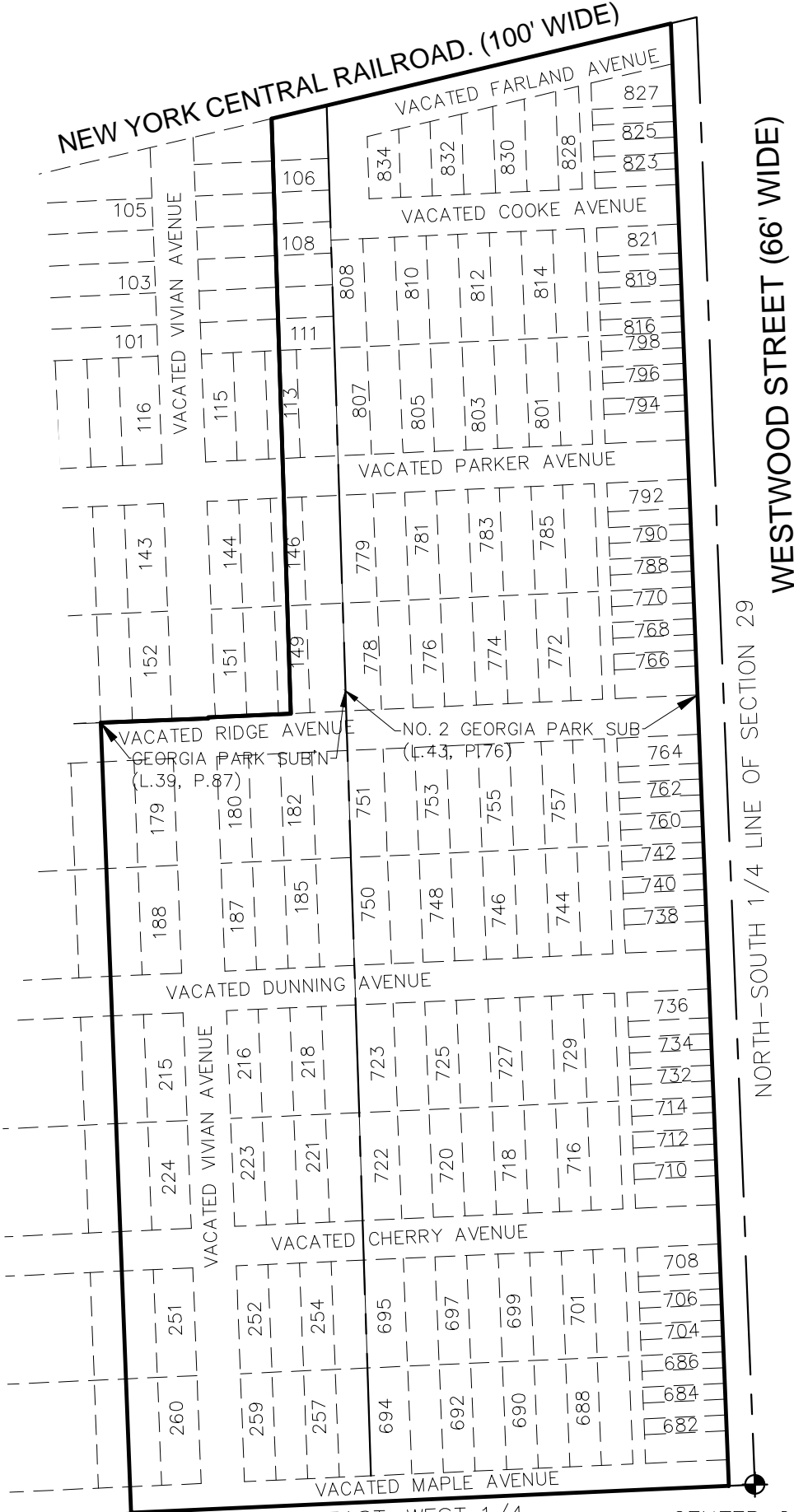


Exhibit A
PARENT PARCEL



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:	SCALE	DATE	DRAWN	REVISED	JOB NO.	SHEET
EWI WORLDWIDE	1" = 200'	2025-05-05	D.K.M.	2025-05-27	J868	1 of 3

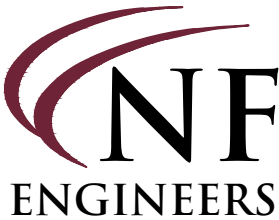
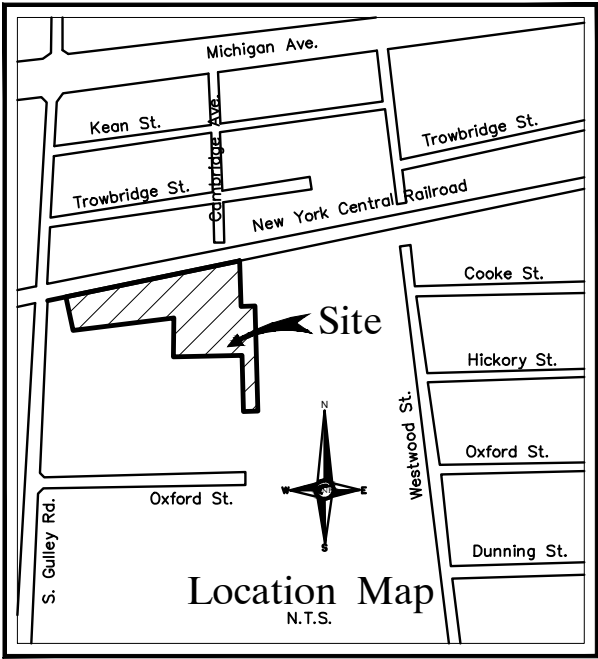
Exhibit A

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



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PREPARED FOR:	SCALE	DATE	DRAWN	REVISED	JOB NO.	SHEET
EWI WORLDWIDE	NTS	2025-05-05	D.K.M.	2025-05-27	J868	2 of 3

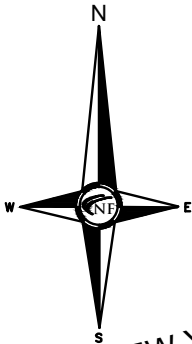
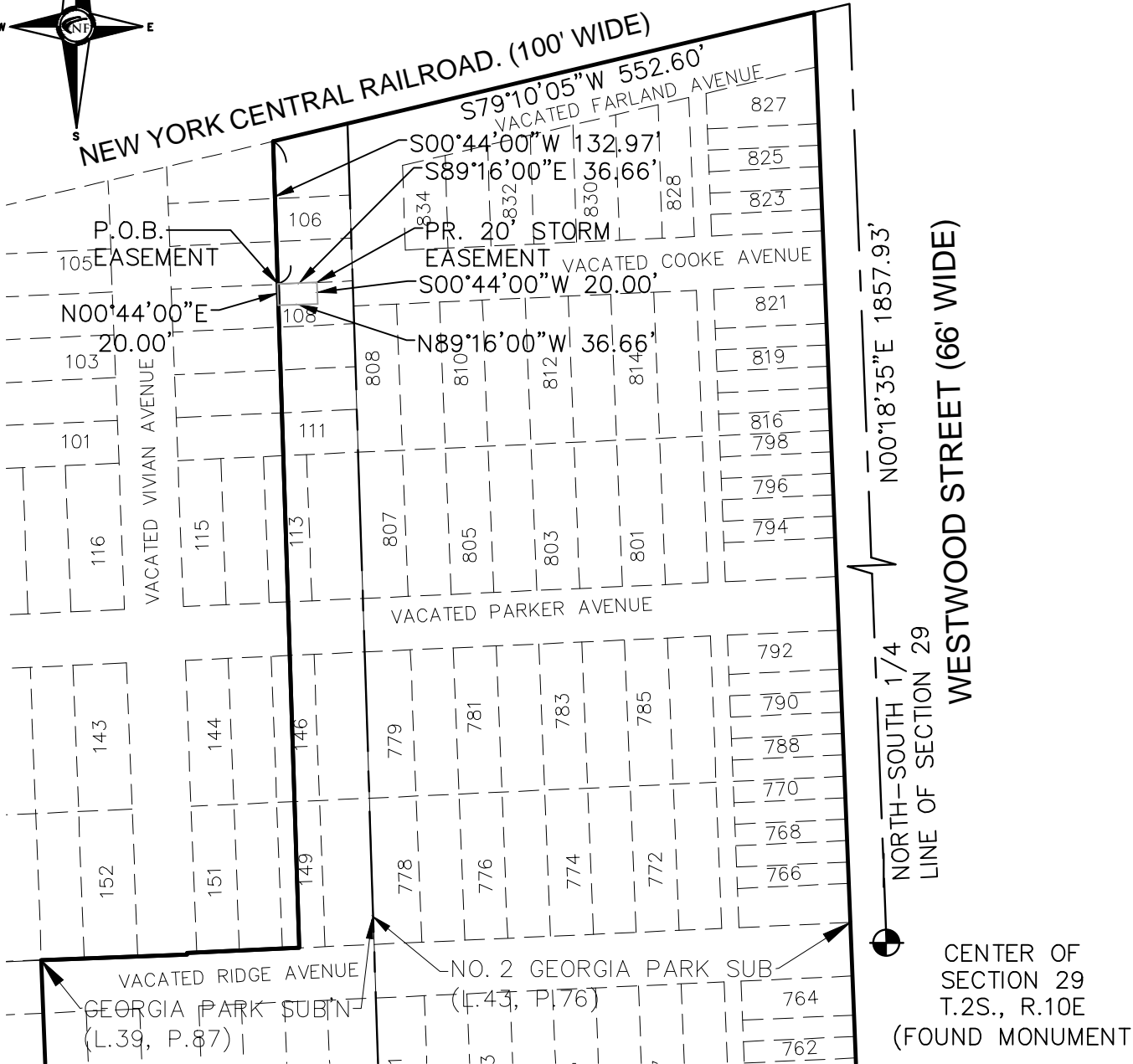


Exhibit B

PROPOSED 20.00' STORM EASEMENT



PROPOSED EASEMENT LEGAL DESCRIPTION

A PROPOSED 20.00 WIDE STORM SEWER EASEMENT IS DESCRIBED AS FOLLOWS:
LAND SITUATED IN THE CITY OF DEARBORN, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF LOTS 107 AND 108 OF "GEORGIA PARK SUBDIVISION NO. 2", AS RECORDED IN LIBER 43 OF PLATS, ON PAGE 76, WAYNE COUNTY RECORDS; ALSO BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN THE SOUTHERLY LINE OF THE NEW YORK CENTRAL RAILROAD RIGHT-OF-WAY, 100 FEET WIDE, SAID POINT BEING DISTANT NORTH 0 DEGREES 18 MINUTES 35 SECONDS EAST, 1857.93 FEET ALONG THE NORTH AND SOUTH 1/4 LINE, AND SOUTH 79 DEGREES 10 MINUTES 05 SECONDS WEST, 552.60 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND SOUTH 0 DEGREES 44 MINUTES 00 SECONDS WEST, 132.97 FEET FROM THE CENTER 1/4 CORNER OF SAID SECTION 29, TOWN 2 SOUTH, RANGE 10 EAST, CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN TO THE POINT OF BEGINNING OF SAID STORM SEWER EASEMENT THENCE SOUTH 89 DEGREES 16 MINUTES 00 SECONDS EAST, 36.66 FEET; THENCE SOUTH 0 DEGREES 44 MINUTES 00 SECONDS WEST, 20.00 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 00 SECONDS WEST, 36.66 FEET; THENCE NORTH 0 DEGREES 44 MINUTES 00 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.



NOWAK & FRAUS ENGINEERS
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PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:	SCALE	DATE	DRAWN	REVISED	JOB NO.	SHEET
EWI WORLDWIDE	1" = 150'	2025-05-05	D.K.M.	2025-05-27	J868	3 of 3

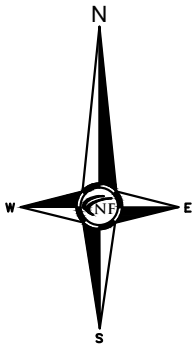
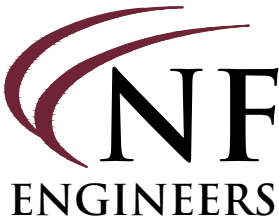
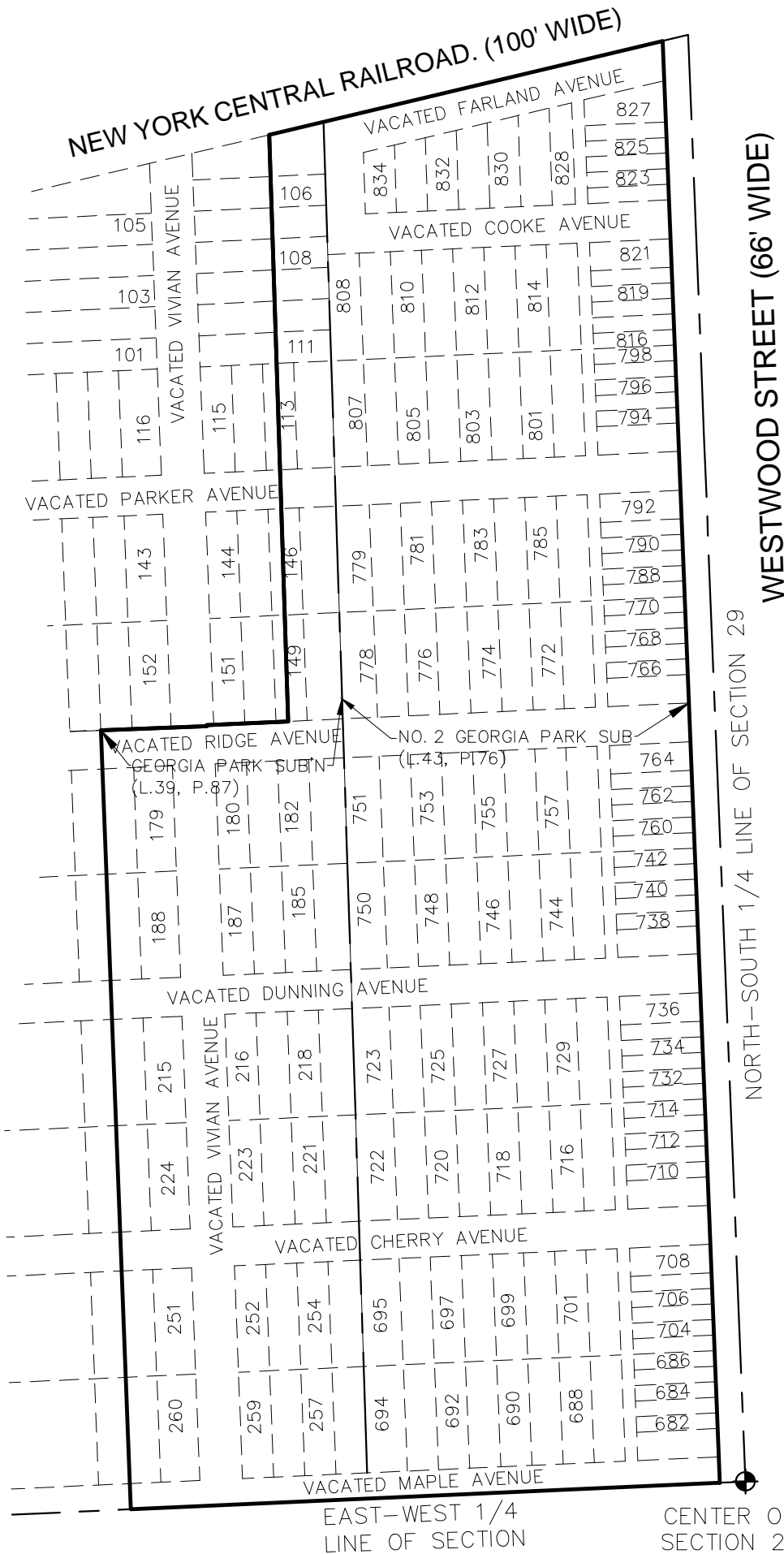


Exhibit A
PARENT PARCEL



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:
EWI WORLDWIDE

SCALE
1" = 200'

DATE
2025-05-05

DRAWN
D.K.M.

JOB NO.
J868

SHEET
1 of 3

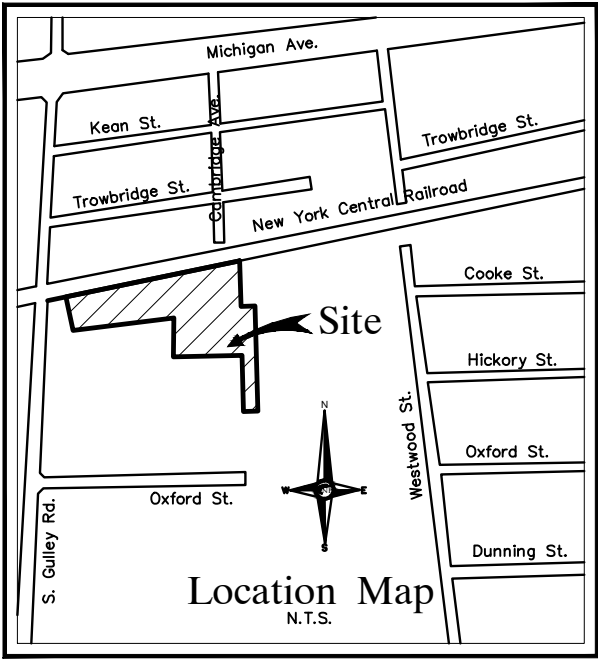
Exhibit A

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



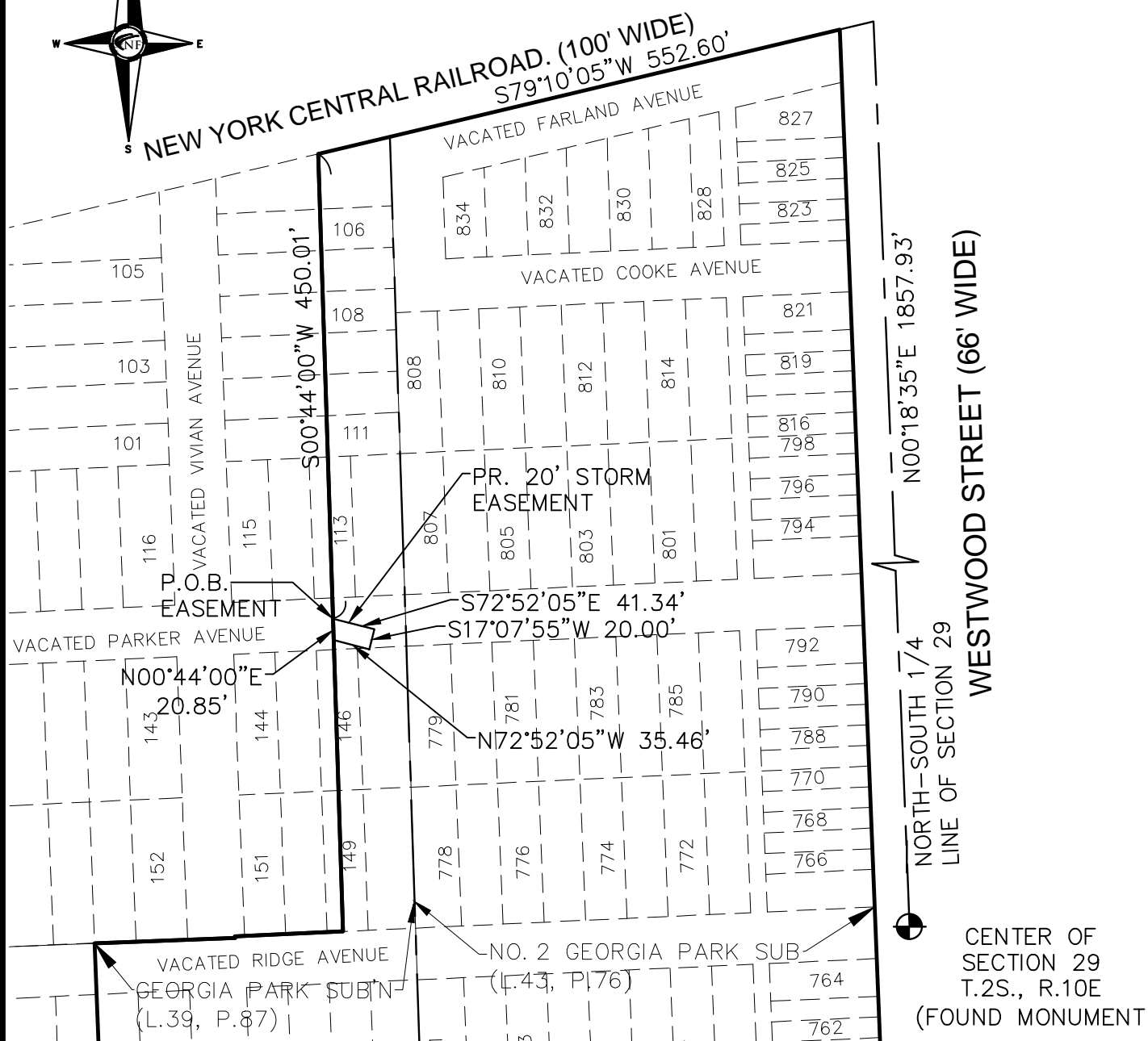


NF
ENGINEERS


NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

PREPARED FOR:	SCALE	DATE	DRAWN	JOB NO.	SHEET
EWI WORLDWIDE	N.T.S.	2025-05-05	D.K.M.	J868	2 of 3

PROPOSED 20.00' STORM EASEMENT



A PROPOSED 20.00 WIDE STORM SEWER EASEMENT IS DESCRIBED AS FOLLOWS:
LAND SITUATED IN THE CITY OF DEARBORN, COUNTY OF WAYNE, STATE OF MICHIGAN, DESCRIBED
AS FOLLOWS:

The logo for NF ENGINEERS features a stylized graphic of three curved, overlapping lines in a dark red or maroon color, resembling a stylized 'N' or a series of arcs. To the right of this graphic, the letters 'NF' are prominently displayed in a large, bold, black serif font. Below 'NF', the word 'ENGINEERS' is written in a smaller, black, all-caps serif font.

SHEET
3 of 3



FOUR WAY PAVING, LLC.

P.O. Box 24380
Detroit, Michigan 48224



(313) 366-7930 (313) 366-2500 Fax (313) 892-5916
Industrial *Commercial* *Residential* *Institutional*
www.four-wayasphalt.com

Name	EWI Worldwide Dominic Silvio/Geo St. Pierre	3/14/22	01/09/2025 (734) 525-9010 (734) 634-8950 (248)302-8099(734) 536-1638
Address	2401 Gulley Rd. Dearborn, MI 48124	Fax	dsilvio@ewiworldwide.com rlandwehr@ewiworldwide.com GStPierre@ewiworldwide.com
		Job Site	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.

Four Way Paving, LLC.

Contractee _____



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

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 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 - May 31, 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.



EXECUTIVE SUMMARY AND MEMORANDUM

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.

In addition to the repairs, alterations, improvements and additions that Landlord or its agent is permitted to make under Paragraph 16(P) of the Lease, Landlord specifically reserves the right to make renovations, improvements, or modifications to the Pocket Park, including the Leased Area. Landlord or its agent shall be permitted to take all materials into and upon the Leased Area that may be required therefor.

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 - May 31, 2030: \$6,481.73
-



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

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 May 31, 2030.

COMPLIANCE/PERFORMANCE METRICS:

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



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

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

VIA: Jordan Twardy, Director, Economic Development

SUBJECT: 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 - May 31, 2030: \$6,481.73

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



EXECUTIVE SUMMARY AND MEMORANDUM

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. In addition to the repairs, alterations, improvements and additions that Landlord or its agent is permitted to make under Paragraph 16(P) of the Lease, Landlord specifically reserves the right to make renovations, improvements, or modifications to the Pocket Park, including the Leased Area. Landlord or its agent shall be permitted to take all materials into and upon the Leased Area that may be required therefor.

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.



EXECUTIVE SUMMARY AND MEMORANDUM



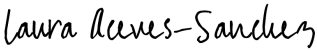


ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

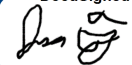
Signature Page

Prepared By:

DocuSigned by:

D4E839D504AA420...


Laura Aceves-Sanchez, Economic Vitality Manager

Department Approval:

DocuSigned by:

1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

DocuSigned by:

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 from July 19, 2025 through May 31, 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
7/19/2029-5/31/2030	\$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.
4. In addition to the repairs, alterations, improvements and additions that Landlord or its agent is permitted to make under Paragraph 16(P) of the Lease, Landlord specifically

reserves the right to make renovations, improvements, or modifications to the Pocket Park, including the Leased Area. Landlord or its agent shall be permitted to take all materials into and upon the Leased Area that may be required therefor.

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

Notary Public, Wayne County, MI
My Commission expires:

TENANT:

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:

EXHIBIT A

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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 18901 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 Exhibit B.

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. 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 1548 sq. ft. located on the Premises, depicted in Exhibit C ("Leased Area"), based upon the terms and conditions set forth in this Lease.

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

3. TERM. The term of this Lease ("Term") shall be for 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. **BASE RENT.** 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. **ADMINISTRATIVE FEE.** Tenant shall pay to Landlord an annual administrative fee ("Administrative Fee") in the amount of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per year. The Administrative Fee shall be paid with the Base Rent, annually by ACH, on the anniversary date of the Lease Commencement Date. Tenant shall be in default if it fails to pay any sums to Landlord when due, including Base Rent and Administrative Fee, and does not cure the default within thirty (30) days after being notified in writing, specifying the default. A late fee in the amount of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) shall be assessed automatically by Landlord upon any payment in default, to compensate Landlord for the cost and inconvenience associated with such late payment.

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

- A. remove trash, debris, and litter on a daily basis from the Leased Area;
- B. supply and maintain trash containers, light fixtures, light bulbs, benches, planter boxes, banners, and any other items of streetscape furniture installed on the Leased Area;
- C. maintain, and replace, as necessary, trees, shrubs, and flowers on the Leased Area;
- D. remove snow and ice from the Leased Area;
- E. apply salt for snow and ice on the Leased Area;
- F. cut the grass and maintain the landscaping on the Leased Area;
- G. remove any graffiti from the Leased Area;
- 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. **TAXES.** Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, and state taxes assessed on the Leased Area, during the Lease Term.

8. **SPECIFICATIONS.**

- A. Tenant agrees to maintain an outdoor seating area on the Leased Area for use in conjunction with the Restaurant and in accordance with all local and state regulations. Tenant agrees to do so at its own cost and expense and in

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accordance with the terms of this Agreement. Tenant further agrees that the Premises shall be clear of all liens, claims of lien, and any other claim of contractors, laborers, and material suppliers associated with Tenant's outdoor seating area improvements.

- B. Tenant's outdoor seating area on the Leased Area must be in accordance with all approved site plans and necessary permits and all necessary approvals from the Dearborn Planning Commission and Zoning Board of Appeals. Landlord shall enforce its ordinance, rules, regulations, and codes in the same manner as it enforces them generally, and without discrimination in favor or against Tenant.
- C. It is expressly agreed that Landlord makes no warranties that the Leased Area complies with federal, state, or local governmental law or regulations applicable to the Tenant's use. Tenant has fully examined and inspected the Leased Area and accepts the Leased Area "AS IS" in its existing condition with no warranties or any kind concerning the condition of the Leased Area or its use.

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

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

11. **INSURANCE.** Tenant shall maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage:

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

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

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

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

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

15. **DEFAULT AND REMEDIES.**

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

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

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

- B. It is agreed that each and every of the rights, remedies, and benefits provided to Landlord by this paragraph #15 shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed at law or equity.
- C. In case suit shall be brought for recovery of possession of the Leased Area or for recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any of the covenants contained herein, the non-prevailing party shall

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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 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:
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.**
- I. The covenants, conditions and agreements hereon are binding on their heirs, successors, representatives and assigns of the parties hereto.**
- J. This Lease, along with the attached exhibits, shall constitute the entire agreement between the parties and may be amended only by the written instrument duly executed by the parties.**
- K. Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises or install or cause to be installed any improvements thereon without the prior written approval of Landlord which may be denied in its sole and absolute discretion. As a condition of any such approval, Landlord shall have the right to impose such limitations to the extent Landlord requires their removal.**
- L. Tenant shall not place or cause to be placed or maintain any sign or advertising matter of any kind anywhere within the Premises without Landlord's prior written approval.**
- M. Landlord shall not be responsible for damage or loss to Tenant's belongings on the Leased Area or on the Premises, whether or not such damage is caused by vehicles or persons on the Premises and/or surrounding areas.**
- N. Landlord shall not be liable in the event of any interruption in the supply of any utilities.**
- O. Tenant and Tenant's employees and agents shall not solicit business in or on the Premises.**
- P. Landlord or Landlord's agent shall have the right to enter upon the Leased Area at all reasonable times to examine same, to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and shall be allowed to take all materials into and upon the Premises that may be required therefor.**
- Q. Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the highest legal rate from the date due until paid.**
- R. Tenant and Landlord have each had the opportunity to consult with counsel regarding this Lease. Therefore, this Lease shall not be construed against either party as the drafter of same.**

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WESTBORN ACQUISITIONS LLC DBA SHEEBA RESTAURANT IV
Tenant

BY: 
Mohammed Aljahmi, Owner

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On the 27th day of Jul, 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 Leonard
Notary Public, Wayne County, MI
My Commission expires:



St Leonard
My Commission Expires
February 17, 2025
County of Wayne
As Notary in the County of Wayne

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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

DocuSign Envelope ID: D18290C1-7BAG-478B-6226-3FE3DE8039FC

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/a Sheeba Restaurant IV, will be executing a lease agreement with the City of Dearborn to lease a portion of the City-owned lot at 22054 Michigan Avenue for an outdoor seating area for Sheeba 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.

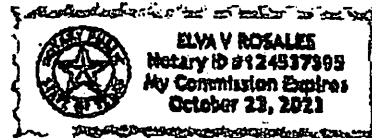
Michelle Lee
Michelle Lee

Lee Michigan Ave. Real Estate Holdings LLC

6/13/2023
DATE

Subscribed and sworn to before me
this 13 day of June, 2023

Elva V. Rosales, Notary Public
County of Harris, State of Texas
My commission expires 10-23-2023



MICHIGAN AVE

FLUOT PLAN

FROM MICHAEL JOSE
DEAN CAMP, MI 48124

~~Docusign Envelope ID: D18280C1-7BA8-4768-8229-3FE3DE6033FC~~

By Paris supported by Enos.

7-333-23. WHEREAS: Westborn Acquisitions LLC DBA Sheeba Restaurant IV (22049 Michigan Ave) requested the use of 1548 sq. 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.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

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

Requesting immediate effect

DEPARTMENT: Economic Development Department

BRIEF DESCRIPTION:

It is requested for City Council to authorize the City of Dearborn to enter into a second amendment to the lease agreement with Flex Holdings, LLC. 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.



EXECUTIVE SUMMARY AND MEMORANDUM

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.

In addition to the repairs, alterations, improvements and additions that Landlord or its agent is permitted to make under Paragraph 16(P) of the Lease, Landlord specifically reserves the right to make renovations, improvements, or modifications to the Pocket Park, including the Leased Area. Landlord or its agent shall be permitted to take all materials into and upon the Leased Area that may be required therefor.

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.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

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.



EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

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

VIA: Jordan Twardy, Director, Economic Development

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

DATE: 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

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.

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



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

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.

In addition to the repairs, alterations, improvements and additions that Landlord or its agent is permitted to make under Paragraph 16(P) of the Lease, Landlord specifically reserves the right to make renovations, improvements, or modifications to the Pocket Park, including the Leased Area. Landlord or its agent shall be permitted to take all materials into and upon the Leased Area that may be required therefor.



EXECUTIVE SUMMARY AND MEMORANDUM



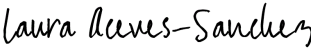


ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

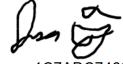
Signature Page

Prepared By:

DocuSigned by:

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Laura Aceves-Sanchez, Economic Vitality Manager

Department Approval:

DocuSigned by:

1C7ADC7466A843C...

Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

DocuSigned by:

E7A573BA25E3460...

Jeremy J Romer, Corporation Counsel

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

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

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

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

1. The Lease Term shall be extended five (5) years, commencing on June 1, 2025 and ending on May 31, 2030.
2. The Base Rate during this Lease extension 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 ____ day of _____, 2025, before me appeared ABDULLAH H. HAMMOUD to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn, and said ABDULLAH H. HAMMOUD acknowledged said instrument to be the free act and deed of the City of Dearborn.

Notary Public, Wayne County, MI
My Commission expires:

TENANT:

FLEX HOLDINGS, LLC

BY: SAM ABBAS
Its President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

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

Notary Public, Wayne County, MI
My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Vicky Karakula PHONE (A/C, No, Ext): (248) 853-0830 FAX (A/C, No): (248) 853-1512 E-MAIL Address: vkarakula@alliedinsmgr.com INSURER(S) AFFORDING COVERAGE INSURER A: Accurant National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Flex Holdings 002 LLC, Afor Concepts LLC 1165 Monroe St. Dearborn MI 48124	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 25/26 Flex Holdings 2 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	INVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCL Blanket A/PNC/WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			N0091PK014668-00	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			N0091PK014668-00	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

3-20-25
Becky Scott
ATTORNEY AT LAW
COUNSEL

CERTIFICATE HOLDER The City of Dearborn 16901 MICHIGAN AVE STE 7 DEARBORN MI 48126	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT A

LEASE AGREEMENT

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

Background

- A. Landlord owns a parcel of real property in the City of Dearborn, Michigan, as legally described on Exhibit A ("Premises").
- B. Landlord currently owns and maintains the Premises as a public pocket park located in the west Dearborn downtown district.
- C. Tenant owns a building and restaurant business located at 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 Exhibit B ("Leased Area"), based upon the terms and conditions set forth in this Lease.
- 2. **POSSESSION.** Landlord agrees to deliver non-exclusive possession of the Leased Area on the Lease Commencement Date (defined below).
- 3. **TERM.** The term of this Lease ("Term") shall be for five (5) years. Tenant shall have the option to extend the Term by two (2) five (5) year periods provided the following conditions are met: (a) Tenant is not in default under this Agreement at the time Tenant exercises this option; and (b) Tenant delivers written notice of its intent to exercise this option on or before 180 days prior to the expiration of the current Term; and (c) the parties agree on a Base Rent amount (defined below) for the requested extension.

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

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

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

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

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

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

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

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

8. **SPECIFICATIONS.**

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

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

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

11. INSURANCE. Tenant shall maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage:

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

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

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

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

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

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

15. DEFAULT AND REMEDIES.

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

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

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

16. MISCELLANEOUS.

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

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

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

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

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

1165 Monroe St Suite 200
Dearborn, MI 48124

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


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

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

BY:

6

BY:


Sam Abbas
Its President

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

On the 18th day of June, 2020, before me appeared SAM ABBAS, to me personally known who, being sworn by me, did say that he is the President of Flex Holdings, LLC, and that said instrument was signed on behalf of Flex Holdings, LLC and said SAM ABBAS acknowledged said instrument to be the free act and deed of Flex Holdings, LLC.

DANIELLE FARAJ
Notary Public, State of Michigan
County of Wayne
My Commission Expires 1/12/25
Acting in the County of Wayne.

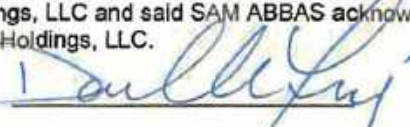

Notary Public, Wayne County, MI
My Commission expires:

EXHIBIT A

W 40 ft of Lot 16 Detroit Arsenal Grounds Dearborn

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



Exhibit B

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

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

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

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

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

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

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

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

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

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

and

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

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

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

The resolution was unanimously adopted.

EXHIBIT B

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

LEASE AGREEMENT DATED JUNE 1, 2020

LEASE AMENDMENT #1

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

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

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

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

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

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

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

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

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

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

THIS SPACE INTENTIONALLY LEFT BLANK.

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

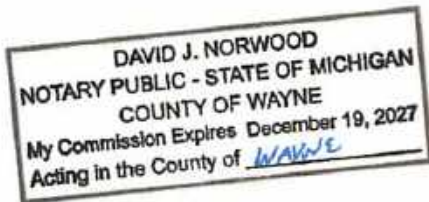
CITY OF DEARBORN

Landlord

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

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the 3rd day of MARCH, 2021, before me appeared JOHN B. O'REILLY, JR. to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn by authority of CR #2-87-21, and said John B. O'Reilly, Jr. acknowledged said instrument to be the free act and deed of the City of Dearborn.



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

FLEX HOLDINGS, LLC
Tenant

By: Sam Abbas
Its: President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

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

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

Danielle Faraj
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. Landlord owns a parcel of real property in the City of Dearborn, Michigan, as legally described on Exhibit A ("Premises").
- B. Landlord currently owns and maintains the Premises as a public pocket park located in the west Dearborn downtown district.
- C. Tenant owns a building and restaurant business located at 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 Exhibit B ("Leased Area"), based upon the terms and conditions set forth in this Lease.
2. **POSSESSION.** Landlord agrees to deliver non-exclusive possession of the Leased Area on the Lease Commencement Date (defined below).
3. **TERM.** The term of this Lease ("Term") shall be for five (5) years. Tenant shall have the option to extend the Term by two (2) five (5) year periods provided the following conditions are met: (a) Tenant is not in default under this Agreement at the time Tenant exercises this option; and (b) Tenant delivers written notice of its intent to exercise this option on or before 180 days prior to the expiration of the current Term; and (c) the parties agree on a Base Rent amount (defined below) for the requested extension.

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

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

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

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

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

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

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

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

8. **SPECIFICATIONS.**

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

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

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

11. **INSURANCE.** Tenant shall maintain general liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage:

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

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

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

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

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

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

15. **DEFAULT AND REMEDIES.**

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

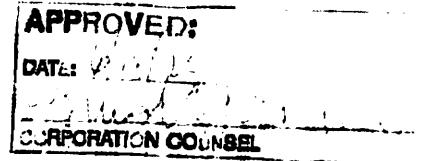
then the Landlord may exercise any remedy available at law or in equity, including without limitation the right, at its sole option, to terminate this Lease, and/or without terminating this Lease, re-enter the Leased Area, and again have possession and enjoy the same after notice of such default and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

- B. It is agreed that each and every of the rights, remedies, and benefits provided to Landlord by this paragraph #15 shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed at law or equity.
- C. In case suit shall be brought for recovery of possession of the Leased Area or for recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any of the covenants contained herein, the non-prevailing party shall pay to prevailing party all expenses incurred therefor, including reasonable attorney's fees incurred.
- D. The parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever out of or in any connection with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Area, and/or any claim of injury or damage.
- E. Notwithstanding anything contained herein to the contrary, any default by Tenant which occurs two or more times in any three month period shall constitute a separate and independent default of Tenant.
16. MISCELLANEOUS.
- A. If Tenant holds over after the termination or expiration of this Lease, thereafter at Landlord's option, Tenant shall be deemed a month-to-month tenant, and the Base Rent shall be increased to ONE THOUSAND and 00/100 DOLLARS (\$1,000) per month.
- B. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.
- C. Any notice which either party may or is required to give, shall be given as follows:
- If to Landlord at:
City of Dearborn
16901 Michigan Avenue, Suite 15
Dearborn, MI 48126
Attn.: Economic and Community Development Director
- With a copy to:
City of Dearborn
16901 Michigan Avenue, Suite 14
Dearborn, MI 48128
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~~
~~Dearborn, MI 48124~~
Attn.: Sam Abbas
- 1165 Monroe St Suite 200
Dearborn, MI 48124
- D. This Lease shall be governed by the laws of the State of Michigan.
- E. All notices, requests, demands, consents, or other communications including a change in the address for notices in connection with this Lease which are required hereunder to be written, shall be sent by overnight delivery service, hand delivered, certified mail, or return receipt requested, postage prepaid and addressed to such party at the addresses set forth above.

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

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

CITY OF DEARBORN
Landlord



BY: [Signature]
JOHN B. O'REILLY, JR.
Mayor, City of Dearborn
As authorized by CR 6-196-20

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

On the ___ day of _____, 2020, before me appeared JOHN B. O'REILLY, JR., to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn by authority of CR 6-196-20, and said JOHN B. O'REILLY, JR. acknowledged said instrument to be the free act and deed of the City of Dearborn.

DAVID J. NORMOOD
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Dec 19, 2020
NOTES IN COUNTY OF

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

FLEX HOLDINGS, LLC
Tenant

BY:

Sam Abbas
Its President

STATE OF MICHIGAN)

) ss

COUNTY OF WAYNE)

On the 1st day of January, 2020, before me appeared SAM ABBAS, to me personally known who, being sworn by me, did say that he is the President of Flex Holdings, LLC, and that said instrument was signed on behalf of Flex Holdings, LLC and said SAM ABBAS acknowledged said instrument to be the free act and deed of Flex Holdings, LLC.

DANIELLE FARAJ
Notary Public, State of Michigan
County of Wayne
My Commission Expires 11/11/2021
Acting in the County of Wayne

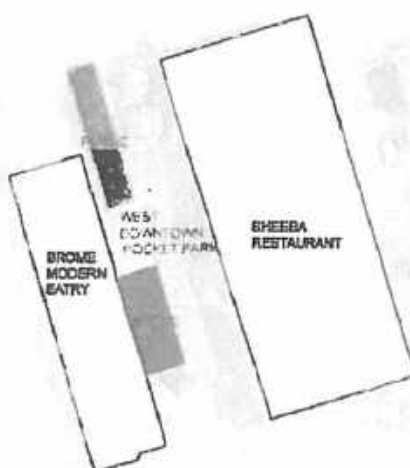
Danielle Faraj
Notary Public, Wayne County, MI
My Commission expires:

EXHIBIT A

W 40 ft of Lot 16 Detroit Arsenal Grounds Dearborn

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

Exhibit B



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

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

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

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

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

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

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

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

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

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

and

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

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

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

The resolution was unanimously adopted.

EXHIBIT B

By Herrick supported by Byrnes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED: That this resolution is given immediate effect.

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



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

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,



EXECUTIVE SUMMARY AND MEMORANDUM

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



EXECUTIVE SUMMARY AND MEMORANDUM

- 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.
 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 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



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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.



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EXECUTIVE SUMMARY AND MEMORANDUM

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:



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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.
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 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



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- 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.



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Signature Page

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Jordan Twardy

Economic Development Director

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Jeremy Romer

Corporation Counsel

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Michael Kennedy

Finance Director/Treasurer

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Jacob Thurston

Assessor



EXECUTIVE SUMMARY AND MEMORANDUM

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:

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



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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 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



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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.



ECONOMIC
DEVELOPMENT

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:



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

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 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.



**ECONOMIC
DEVELOPMENT**

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.
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.



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

Date: _____, 2025

THE UNDERSIGNED PURCHASER, **Jin Hong, 14245 Michigan Avenue, Dearborn, Michigan 48126**, hereby offers and agrees to purchase from SELLER, CITY OF DEARBORN, 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.
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 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.

l. **Notice.** Any notices 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.

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

PURCHASER:

.

.

Jin Hong

Date

SELLER:

City of Dearborn

.

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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



**ECONOMIC
DEVELOPMENT**

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 5th, 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.



**ECONOMIC
DEVELOPMENT**

Signature Page

Prepared by:

Kaileigh Bianchini

KAILEIGH BIANCHINI, AICP
Planning and Zoning Manager

Approved:

Signed by:


1C7ADC7466A843C...
JORDAN TWARDY
Economic Development Director

DocuSigned by:


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JEREMY ROMER
Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

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 Immediate effect. 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:

Process: Invitation to Bid
 Issue Date: April 24, 2025
 Deadline Date: May 14, 2025
 Vendors Solicited: 911
 Solicitations Obtained: 55
 Bids Received: 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.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:
Mark Rozinsky
D17EF0C142E34C3...
Mark Rozinsky, Purchasing Manager

DocuSigned by:
Tim Hawkins
35BABC85BED3455...
Tim Hawkins, Director of Public Works & Facilities

DocuSigned by:
Soud El-Jamaly
8FDE4113B37F442...
Soud El-Jamaly, City Engineer

Budget Approval:

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

Initial
MD

Corporation Counsel Approval:

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...
Jeremy J. 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.



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 Department, 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 immediate effect, 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.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department & Budget Approval:

DocuSigned by:

Michael Kennedy

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

Jeremy J. Romer, Corporation Counsel

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

cc: Public Health Department
cc: Law Department

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



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 4674d4b1-
a193-...a.pdf

Submitted on April 23 2025

 **monday.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/Escl 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 Hussein	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: 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

 13135876070

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



HanaShannirResume.pdf

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 - 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: mkaid@dchem.com

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



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

OFFICE OF THE MAYOR



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



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





FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

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

TO: City Council
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.

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

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Jason Pich, Buyer

Department Approval:

DocuSigned by:

Sean R Fletcher

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Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:

Michael Kennedy

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Michael Kennedy, Finance Director/Treasurer

Initial

HK

Corporation Counsel Approval:

DocuSigned by:

Jeremy Romer

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Jeremy Romer, Corporation Counsel

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,

DocuSigned by:

Issa Shahin

Issa Shahin
Chief of Police

Prepared By / Department Designee:

Signed by:

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.



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



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

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:	\$ 0
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, Purchasing Manager

Department Approval:

DocuSigned by:

Ali Abazeed, Director of Public Health

Budget Approval:

DocuSigned by:

Michael Kennedy, Finance Director/Treasurer

DS

Corporation Counsel Approval:

DocuSigned by:

Jeremy J. Romer, Corporation Counsel