



COMMITTEE OF THE WHOLE

April 9, 2026

AGENDA

1. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED  
UNANIMOUSLY – Recognizing Hype Athletics for their 25-years of support to the Dearborn Community and requesting immediate effect.
  
2. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED  
UNANIMOUSLY – Proclaiming March 2026 as Social Work Month in the City of Dearborn and encouraging all residents to acknowledge and celebrate the vital role social workers play in strengthening our community and the quality of life for all and disaster and requesting immediate effect.
  
3. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED  
UNANIMOUSLY – Proclaiming April 2026 as National Arab American Heritage Month in the City of Dearborn and encouraging all residents to celebrate and recognize the enduring contributions and cultural heritage of Arab Americans and requesting immediate effect.
  
4. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED  
UNANIMOUSLY – Proclaiming April 2026 as Autism Acceptance Month in the City of Dearborn and encouraging all residents, businesses, and institutions to promote understanding, inclusion, and support for individuals with Autism and requesting immediate effect.
  
5. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED  
UNANIMOUSLY – Offering condolences to the family of Ganelle Shooshanian and requesting immediate effect.
  
6. PUBLIC COMMENT
  
7. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous regular meeting of March 24, 2026.

8. ORDINANCE ON THE TABLE – ORDINANCE NO. 26-1865 – “An Ordinance to amend the Administration Chapter (Chapter 2) of the Code of Ordinances of the City of Dearborn by amending Article III, Division 2A, Entitled ‘Parking Advisory Commission’.”  
RESOLUTION IN NEED OF OFFER AND SUPPORT – To take from the table for its final reading.
9. ECONOMIC DEVELOPMENT – Requesting authorization to establish a Brownfield Plan and Reimbursement Agreement for the redevelopment of 15625 Lundy Parkway; also requesting that the Mayor be authorized to execute the Reimbursement Agreement and all necessary documents on behalf of the City and requesting immediate effect.
10. ECONOMIC DEVELOPMENT – Requesting authorization to establish a pilot program with Jefferson East, Inc. (JEI) for weatherization and energy efficient focused home repair, for the term of twelve-months and requesting that the Mayor and Economic Development Director be authorized to sign the Memorandum of Understanding (MOU) Agreement and all necessary documents on behalf of the City and requesting immediate effect.
11. ECONOMIC DEVELOPMENT – Requesting a noise ordinance waiver during the EDDDA Downtown Dearborn Movie Nights in Peace Park East on June 17<sup>th</sup>, July 23<sup>rd</sup>, and August 27, 2026 and that the noise ordinance waiver be extended to any necessary rescheduled dates throughout the season and requesting immediate effect.
12. ECONOMIC DEVELOPMENT – Requesting to authorize the use and closure of West Village Drive, between the East and West parking structures, adjacent to Peace Park West, and closure of the basement levels of both East and West parking decks in the WDDDA from 7:00 a.m. – 10:00 p.m. for the 2025 Dearborn Summer Market, taking place on select Fridays from June 13, 2026 through August 28, 2026; also requesting a noise ordinance waiver during the Summer Market event dates and any necessary rescheduled dates throughout the season and requesting immediate effect.
13. PURCHASING – Requesting to award a one-year contract, with four (4) one-year renewal options available, to Brantley Development LLC, lowest responsive and responsible bid, in the amount of \$53,325 for FY2026 and in the amount of \$101,675 for FY2027 for the Maintenance of City-owned Vacant Lots and requesting immediate effect. (78-10)

14. PURCHASING – Requesting to authorize additional expenditures to CDPA Architects + Planners in the amount of \$95,000 for architectural services for the Dix-Vernor Façade Improvement project, and in the amount of \$38,000 for architectural services for the Business Improvement Project at 10311 Dix Ave. and requesting immediate effect.
15. PURCHASING – Requesting to award a contract to Super Construction, LLC, lowest responsive and responsible bid, in the amount of \$1,966,560, with a contingency in the amount of \$90,000 for Lead Water Service Replacement – Contract 4 and requesting immediate effect. (78-10)
16. PURCHASING – Requesting to award a three-year sole source contract to Trimble, Inc. in the total amount of \$422,402.39 for Annual Maintenance on Trimble Unity Maintain Software, with a new expiration date of June 30, 2029. [2-568 (b) (6) b]
17. PURCHASING – Requesting to award a competitive contract to TEL Systems (Thalner Electronic Labs Inc.), lowest qualified bidder, in the amount of \$41,690.44 for the purchase of Ballroom/Studio AVL Projector Upgrade at the Ford Community and Performing Arts Center (FC&PAC) and requesting immediate effect. (62-12)
18. PURCHASING – Requesting to extend the professional services agreement with Rosati, Schultz, Joppich & Amtsbuechler in the amount of \$150,000 to provide outside counsel for current and ongoing litigation; also requesting that the Finance Director be authorized to appropriate Legal Operating Funds in the amount of \$150,000 to the Fleet and General Liability Insurance Fund and to recognize revenue contributions in the same amount from the Operating Funds and to appropriate the Legal Fees account as needed and requesting immediate effect.
19. POLICE – Requesting to accept the Michigan Commission on Law Enforcement Standards (MCOLES) Grant for Community Programming Project awarded to the Dearborn Police Department in the amount of \$100,000 to provide for youth and citizen Police Academy in 2026; also requesting that the Finance Director be authorized to recognize the grant funding in the amount of \$100,000 in account 101-2410-330.04-90 and appropriate the same in account 101-2410-515.58-10 and requesting immediate effect.

20. POLICE – Requesting to accept the Michigan Commission on Law Enforcement Standards (MCOLES) Grant for Public Safety Academy Assistance awarded to the Dearborn Police Department in the amount of \$120,000 to offset wages and other costs associated with six (6) newly hired Police recruits attending the Oakland Police Academy in 2026; also requesting that the Finance Director be authorized to recognize the grant funding in the amount of \$120,000 in account 101-2410-330.04-90 and appropriate the same in account 101-2410-511.10-10 and requesting immediate effect.
  
21. FINANCE – Requesting to set Tuesday, May 19, 2026 at 6:30 P.M. at the Dearborn Administrative Center (DAC) in the Council Chambers as the date, time, and place to hold a Public Hearing on the Proposed FY2026-2027 Budget and City Tax Rate and requesting immediate effect.
  
22. HISTORICAL MUSEUM – Requesting to accept the America250MI History Grant Program funding awarded to the Dearborn Historical Museum in the amount of \$25,000, with the City’s match requirement in the amount of \$6,250, for the total participating cost in the amount of \$31,250 for the Historical Museum’s Reinvesting in the Pioneer Schoolroom Project; also requesting that the Finance Director be authorized to recognize funding in the amount of \$25,000 in the Facilities Fund, Intergovernmental Revenue, State, Other account and appropriate the same amount in the Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriations in Project I40526 account; additionally requesting that the Finance Director be authorized to recognize and appropriate the match funding in the amount of \$6,250 being received by the Museum Guild in the Facilities Fund, Misc Revenues, Contributions, Private Sources and Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation in Project I40526 account and requesting immediate effect.
  
23. PUBLIC HEALTH – Requesting to accept the Michigan Arts & Culture Council Experience Program grant awarded to the Department of Public Health to host programming that promotes public health, arts, and culture, and that the Finance Director be authorized to recognize the grant funding in the amount of \$16,000 in the General Fund, Public Health, Intergovernmental Revenue, State, Other account and appropriate the same amount in the General Fund, Public Health, Undistributed Appropriation account; also requesting that the Finance Director be authorized to recognize the match funding in the amount of \$4,000 being donated by Emagine Health Services in the General Fund, Public Health, Misc Revenues, Contributions, Private Sources account and appropriate the same in the General Fund, Public Health, Undistributed Appropriation account and requesting immediate effect.

24. CLERK – Submitting Summons and Complaint in the matter of Munira Fakhouri v. City of Dearborn.
25. CLERK – Submitting Summons and Complaint in the matter of Abbas Ahmad Jouheir v. City of Dearborn.
26. MAYOR – Requesting concurrence in the appointment of Daniel Grant to the Parks and Recreation Commission with a term ending June 30, 2029 and requesting immediate effect.
27. MAYOR – Requesting concurrence in the appointment of Abraham Nasser to the Parks and Recreation Commission with a term ending June 30, 2029 and requesting immediate effect.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

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**CITY CLERK'S OFFICE**

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**TO:** CITY COUNCIL  
**FROM:** GEORGE T. DARANY  
**SUBJECT:** SUMMONS AND COMPLAINT  
**DATE:** MARCH 25, 2026

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We are submitting to you a copy of a Summons & Complaint in the matter of Abbas Ahmad Jouheir v. City of Dearborn, & Wayne County, Third Judicial Circuit, Wayne County Court Case No. 26-002650-NI.

The City Clerk's Office received the Summons & Complaint over the counter on March 25, 2026 around 11:00 A.M., by Lisa Miller.

Sincerely,

George T. Darany  
CITY CLERK

Encl.

GD:lm

STATE OF MICHIGAN  
THIRD JUDICIAL CIRCUIT  
WAYNE COUNTY

SUMMONS

CASE NO.  
26-002650-NI  
Hon.Leslie Kim Smith

Court telephone no.: 313-224-2427

Plaintiff's name(s), address(es), and telephone no(s)  
JOUHEIR, ABBAS AHMAD

v

Defendant's name(s), address(es), and telephone no(s).  
CITY OF DEARBORN

Plaintiff's attorney, bar no., address, and telephone no  
Michael S Daoudi 53261  
560 Kirts Blvd Ste 104  
Troy, MI 48084-4141

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
  - MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
  - There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
  - A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in  this court,  \_\_\_\_\_ Court, where it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_.
- The action  remains  is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 2/17/2026	Expiration date* 5/19/2026	Court clerk Jacqueline Ruff
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Cathy M. Garrett- Wayne County Clerk.

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (3/23)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



STATE OF MICHIGAN

IN THE 3<sup>rd</sup> CIRCUIT COURT FOR THE COUNTY OF WAYNE

ABBAS AHMAD JOUHEIR,

CASE NO.

-NI

Plaintiff(s),

HON.

-v-

PROGRESSIVE MARATHON INSURANCE COMPANY,  
CITY OF DEARBORN,  
WAYNE COUNTY,  
Jointly and Severally,

Defendant(s).

MICHAEL S. DAOUDI (P53261)  
RYAN JOSEPH MOORE (P83452)  
Law Offices of Michael S. Daoudi, P.C.  
Attorneys for Plaintiff  
560 Kirts Blvd, Suite 104  
Troy, Michigan 48084  
O: (248) 220-4377 / F: (248) 220-4378  
E-Mail: msd@msd4law.com  
E-Mail: rjm@msd4law.com

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the complaint.

**COMPLAINT**

*NOW COMES* the Plaintiff, ABBAS AHMAD JOUHEIR, by and through his attorney, LAW OFFICES OF MICHAEL S. DAOUDI, P.C., and for Plaintiff's Complaint against the Defendants, PROGRESSIVE MARATHON INSURANCE COMPANY, CITY OF DEARBORN, and WAYNE COUNTY, states that:

**PARTIES, JURISDICTION, & VENUE**

1. Plaintiff is a resident of Wayne County, Michigan.

2. Defendant, PROGRESSIVE MARATHON INSURANCE COMPANY, hereinafter known as "**PROGRESSIVE**", is a Michigan Insurance Corporation, licensed in the State of Michigan, and conducting a regular and systematic part of its business in the County of Wayne, State of Michigan, in which this matter is filed.
3. Upon information and belief, at all times relevant hereto, Defendant CITY OF DEARBORN, is a municipal corporation, in the County of Wayne, State of Michigan.
4. Upon information and belief, at all times relevant hereto, Defendant WAYNE COUNTY, is a municipal corporation, in the County of Wayne, State of Michigan.
5. Jurisdiction exists in this court because of a motor vehicle crash that occurred on or about February 16, 2025, in Wayne County, Michigan, on Oakwood Boulevard at/near Village Road. ("**DOI**").
6. The amount in controversy is within the jurisdiction of this court because Plaintiff claims damages in excess of \$25,000.

#### **GENERAL ALLEGATIONS**

7. Plaintiff(s) incorporate(s) by reference all other paragraphs in this Complaint.
8. On or about February 16, 2025, Plaintiff was the driver of a 2008 BMW, bearing State of Michigan license plate number EDQ006 and Vehicle Identification Number WBAHL83558DT89672 ("**2008 BMW**"), and was proceeding in a safe and lawful manner northbound on Oakwood Boulevard at/near Village Road in the County of Wayne, State of Michigan.
9. Upon information and belief, at the aforesaid time and place, a snow plow/salt truck ("**Salt Truck**"), was proceeding northbound Oakwood Boulevard at/near Village Road in the County of Wayne, State of Michigan, when the driver of the Salt Truck negligently collided

with an orange construction barrel, triggering the orange construction barrel to careen toward and/or strike the 2008 BMW Plaintiff was driving, causing the Plaintiff to crash into a tree and suffer economic and non-economic injuries and damages; the Salt Truck never stopped and left the scene. (“MVC”).

10. Upon information and belief, at the aforesaid time and place, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, was the sole owner and/or registrant of the Salt Truck.
11. Upon information and belief, at the aforesaid time and place, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, was the sole owner and/or registrant of the Salt Truck which was being driven by an employee of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, with the express/implied consent of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, at the time of the MVC; or in the alternative, neither Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, were the/an owner of the Salt Truck at the time of the MVC.
12. Upon information and belief, at the date and time of the crash described herein, the owner(s) and/or registrant(s) and driver of the Salt Truck were/are unknown and was/were not insured or bonded for bodily injury liability at the time of the MVC. (“UHRD”)
13. As a direct and proximate result of one, several, or all of the acts, omissions or failures to act on part of Defendant CITY OF DEARBORN, Defendant WAYNE COUNTY, and/or UHRD, as alleged herein, Plaintiff suffered the injuries and damages set forth herein; and Plaintiff has been, and still is, undergoing continued diagnosis and treatment by medical professionals for the injuries he sustained as a result of the MVC.

14. At the aforesaid time and place, Plaintiff was insured with Defendant PROGRESSIVE under the provisions of an automobile insurance policy (number: 989190041-000-MI 9611) issued by Defendant PROGRESSIVE that was then in effect in accordance with the provisions of the Michigan No-Fault Automobile Insurance Act, MCL 500.3101 et seq., and for which applicable premiums were paid; the policy included a provision for uninsured and underinsured motorist coverage. (“Auto Policy”). A copy of the Auto Policy is in the possession of Defendant PROGRESSIVE and is incorporated herein by reference as if set forth anew in its entirety.
15. This Auto Policy provided certain benefits to Plaintiff, resulting from injuries sustained in a motor vehicle crash.
16. Defendant PROGRESSIVE provided Plaintiff with claim number “25-439564607” arising out of the injuries sustained in the MVC.
17. Under the terms and conditions of the Auto Policy, Defendant PROGRESSIVE became obligated to pay to or on behalf of Plaintiff certain expenses or losses if Plaintiff sustained bodily injury or death in an accident arising out of the ownership, operation, maintenance, or use of a motor vehicle; including but not limited to, uninsured and/or underinsured motorist coverage to or on behalf of Plaintiff(s), if Plaintiff(s) sustained a serious impairment of body function, permanent serious disfigurement, and/or death in an accident arising out of the ownership, operation, maintenance, or use of a motor vehicle, and the responsible tortfeasor was uninsured or had less liability coverage than Defendant’s underinsured motorist coverage.
18. Plaintiff is an insured under the Auto Policy, and/or an eligible insured person and/or a beneficiary and/or third-party beneficiary under said policy and/or Michigan law.

19. Plaintiff possessed and/or possesses a substantial interest in the payment of benefits under the Auto Policy, including but not necessarily limited to, uninsured and/or underinsured motorists benefits, personal injury protection, and/or other benefits, subsequent to the issuance of the insurance policy.
20. As a result of the MVC, Plaintiff sustained accidental bodily injuries within the meaning of Defendant PROGRESSIVE's Auto Policy and the applicable statutory provisions, *inter alia*, MCLA 500.3105.
21. Since the MVC, Plaintiff suffered, and will suffer, losses in the form of medical expenses, work loss, attendant care, replacement services, and other expenses and damages, all as a result of personal injuries sustained from the subject MVC.
22. After the MVC, Plaintiff subsequently applied for personal protection insurance ("**PIP**") benefits under the Auto Policy and gave written and/or actual notice to Defendant PROGRESSIVE of injuries sustained in the MVC to the best of Plaintiff's knowledge and information known.
23. Reasonable proof for full payment of all PIP benefits has been or will be supplied, but Defendant PROGRESSIVE has refused to pay or is expected to refuse to pay in violation of the applicable no-fault and contract provisions.
24. That PIP benefits are overdue in that Defendant PROGRESSIVE, without cause or justification, has failed, has neglected, has unreasonably refused to pay, has unreasonably delayed in making proper payments, and/or is expected to refuse to provide Plaintiff PIP benefits in violation of, *inter alia*, MCLA 500.3142 and MCL 500.3148, and continues to do so.

25. Defendant PROGRESSIVE has refused to make certain PIP benefits owing under the no-fault personal injury protection benefits provisions of the Auto Policy to which Plaintiff is entitled and/or according to the Michigan No-Fault Automobile Insurance Act, despite the fact Plaintiff continues to suffer bodily injury within the meaning of Defendant's Auto Policy and the statutory provisions, MCLA 500.3105.
26. That Plaintiff gave proper written and timely notice to Defendant PROGRESSIVE within the accrual of the time period for an uninsured and/or underinsured motorist claim under the Auto Policy, soon after it was determined that Plaintiff has reasonable knowledge of the tortfeasor's uninsured or underinsured status.
27. Plaintiff has performed every obligation under the uninsured and/or underinsured motorist provisions of the Auto Policy.
28. That despite Plaintiff's cooperation with Defendant PROGRESSIVE, Defendant refuses to pay Plaintiff's uninsured and/or underinsured motorist benefits as provided under the terms of the Auto Policy.
29. Prior to the MVC, Plaintiff was a reasonably strong and healthy person; and, because of the injuries proximately caused by the negligent and/or otherwise improper acts and/or omissions of Defendant CITY OF DEARBORN, Defendant WAYNE COUNTY, and/or UHRD, as set forth herein, Plaintiff suffered serious impairment of body function and/or permanent serious disfigurement and/or aggravation of any preexisting conditions, if any, and the sequelae thereof.
30. Plaintiff's damages include, but are not limited to, the following areas of injury:
  - a. Head/ headaches;
  - b. Neck;

- c. Back;
- d. Right shoulder;
- e. Right arm;
- f. Right knee;
- g. Left knee;
- h. Ankles;
- i. Serious injuries to Plaintiff's back, neck, and other parts of Plaintiff's body as well as other related and appreciable difficulties, injuries, or consequences that have occurred, developed, or aggravated any preexisting problem;
- j. Neck and back pain/spasms;
- k. Post-traumatic stress disorder, post-traumatic depression, anxiety, irritableness and/or any other disturbance in Plaintiff's mental functioning;
- l. Sleep disorder(s) and/or difficulty sleeping;
- m. Severe shock, as well as physical pain and suffering as a result of being whipped around in the interior of the motor vehicle upon impact;
- n. Severe injury and trauma to the neck, which has resulted in Musculoskeletal neck pain;
- o. Loss of life's pleasures, and loss of the ability to participate in the usual activities of life which he/she had indulged in prior to the incidents which form the basis of this action;
- p. Extreme physical pain, suffering, mortification, embarrassment, humiliation, mental and emotional anxiety/anguish/distress, and other injuries/damages to his mental and/or physical well-being;

- q. Extensive medical treatment, including hospitalization, physical therapy, medical therapy, medical testing, and doctor visits;
- r. Wage loss or actual future loss of earnings to the extent that such losses are recoverable in excess of the no-fault statutory monthly and yearly maximums that are found to apply to the cause;
- s. Degenerating posture (e.g., severe forward head and rounded shoulders);
- t. Loss of peace of mind and financial security;
- u. Should it be determined at the time of trial that Plaintiff was suffering from any pre-existing conditions when the aforesaid described crash occurred, then it is averred that Defendant(s) aggravated and/or exacerbated any such preexisting condition(s); and
- v. Such other and further damages, injuries, and the sequelae thereof, which are presently unknown, undiagnosed, and or/which may become apparent and/or develop in the future.

31. As a direct and proximate result of one, several or all of said acts, omissions or failure to act on the part of Defendant CITY OF DEARBORN, Defendant WAYNE COUNTY, and/or UHRD, as herein alleged, Plaintiff suffered other damages including but not limited to past, present, and/or future:

- a. Loss of wages and/or diminution of earning capacity to the extent that such losses are in excess of the Michigan No-Fault statute's monthly and yearly maximums and/or beyond the period covered by the Michigan No-Fault statute, as applicable to Plaintiff, and/or in excess of any amounts paid, payable or required to be

provided under the laws of any state or federal government or other entity applicable to Plaintiff;

- b. Medical, hospital, surgical, ambulance, and related expenses for the care, recovery, and/or rehabilitation of the Plaintiff, to the extent that such losses are not covered by the Auto Policy, Plaintiff's health insurer, Michigan No-Fault system, and/or other insurer(s), in excess of any amounts paid, payable or required to be provided under the laws of any state or federal government or other entity as applicable to Plaintiff;
- c. Insurance deductibles and/or co-pays to the extent that such losses are not covered by the Auto Policy, Plaintiff's health insurer, Michigan No-Fault system, and/or other insurer(s), and/or in excess of any amounts paid, payable or required to be provided under the laws of any state or federal government or other entity as applicable to Plaintiff;
- d. Loss of insurability, benefits of insurance plans and/or policies, and/or increased insurance premiums;
- e. Other economic losses to the extent that such losses are not covered by the Auto Policy, Plaintiff's health insurer, Michigan No-Fault system, and/or other insurer(s), in excess of any amounts paid, payable or required to be provided under the laws of any state or federal government or other entity as applicable to Plaintiff;
- f. Such other and further damages as may be ascertained during the course of discovery and/or trial herein, to the extent that such losses are not covered by the Auto Policy, Plaintiff's health insurer, Michigan No-Fault system, and/or other insurer(s), and/or in excess of any amounts paid, payable or required to be provided

under the laws of any state or federal government or other entity as applicable to Plaintiff.

32. In addition to other injuries and damages as alleged herein, which Plaintiff has sustained as a result of the wrongful acts and/or omissions of Defendant CITY OF DEARBORN, Defendant WAYNE COUNTY, and/or UHRD, Plaintiff has, will, and/or may also sustain past, present, and/or future damages, including but not necessarily limited to:

- a. Medical and related expenses and/or the inability to obtain further necessary diagnosis/treatment;
- b. Loss of opportunity, profits, income, and/or other damages, including but not necessarily limited to, economic and or non-economic damages;
- c. Such other and further injuries and/or damages as are presently unknown, but which may become known during the course of discovery and/or trial herein, and/or which may develop in the future.

**COUNT I: NEGLIGENCE**

33. Plaintiff(s) incorporate(s) by reference all other paragraphs in this Complaint.

34. Defendant CITY OF DEARBORN, Defendant WAYNE COUNTY, and/or UHRD, owed the following duties of care to the public and Plaintiff, including but not necessarily limited to:

- a. MCL 257.59a “Shoulder” and “ditch slope” defined;
- b. MCL 257.401, Civil actions; liability of owner; liability of lessor; construction of subsections (3) and (4); “motor vehicle” defined; liability for off lease vehicle;
- c. MCL 257.402, Rear end collision; prima facie evidence of negligence;

- d. Not to use a hand-held mobile telephone to conduct a voice communication while operating a commercial motor vehicle, read, manually type, or send a text message on a wireless 2-way communication device that is located in the person's hand or in the person's lap, including a wireless telephone used in cellular telephone service or personal communication service, while operating a motor vehicle that is moving on a highway or street in this state, MCL 257.602(b);
- e. Not to disobey the instructions of a traffic control device placed in accordance with this chapter unless at the time otherwise directed by a police officer, MCL 257.611;
- f. Not to drive the vehicle recklessly and with willful and/or wanton disregard for the safety and rights of others, MCL 257.626;
- g. Not to operate a vehicle upon a highway or a frozen public lake, stream, or pond or other place open to the general public including an area designated for the parking of vehicles in a careless or negligent manner likely to endanger any person or property, but without wantonness or recklessness, MCL 257.626(b);
- h. To operate the vehicle on the roadway in a manner and at a rate of speed not greater than that which will permit it to be stopped within an assured, safe, and clear distance, MCLA 257.627;
- i. Not to operate a vehicle on the roadway without due care and/or caution, MCLA 257.627;
- j. Not to fail to observe a speed limit or traffic control sign or signal; MCL 257.628, Maximum or minimum speed limit; determination; petition by township board;

modified speed limit; public record of traffic control order; speed limit signs, signals, or devices; violation as civil infraction; definitions.

- k. Not follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of the vehicles and the traffic upon and the condition of the highway, MCL 257.643;
- l. To yield the right of way to a vehicle that has entered the intersection from a different highway, MCL 257.649;
- m. Not to commit and improper turn, cutting traffic in intersection, improper left or right turn, made wide right turn, right(left) turn - wrong lane, and/or left turn in front of moving traffic, MCL 257.647 and .650;
- n. To yield the right of way to a vehicle making a left turn at the intersection from the opposite direction, having so yielded and having given a signal when and as required under the Michigan Vehicle Code, MCL 257.650;
- o. To come to a full stop before entering or crossing a roadway from an alley, private road, or driveway and to yield right of way to vehicles approaching on the roadway, specifically the Plaintiffs' vehicle, inter alia, MCLA 257.652;
- p. Not to fail to yield to emergency vehicle, MCL 257.653 and .653(b);
- q. MCL 257.672 Stopping, parking or leaving vehicle upon paved or main traveled part of highway or upon paved or unpaved part of limited access highway; violation as civil infraction;
- r. MCL 257.674 Prohibited parking; exceptions; bus loading zone; violation as civil infraction;

- s. MCL 257.675c Stopping, standing, or parking violations; registered owner as person prima facie responsible for violation; affirmative defense; civil action; written indemnification agreement; applicability of subsection (3) to leased vehicle; issuing citation to operator;
- t. Not to drive or move or the owner shall not cause or knowingly permit to be driven or moved on a highway a vehicle or combination of vehicles that is in such an unsafe condition as to endanger a person, or that does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in sections 683 to 711, or that is equipped in a manner in violation of sections 683 to 711, MCL 257.683;
- u. To display lighted lamps and illuminating devices every vehicle upon a highway within this state at any time from a half hour after sunset to a half hour before sunrise and at any other time when there is not sufficient light to render clearly discernible persons and vehicles on the highway at a distance of 500 feet ahead, MCL 257.684;
- v. Unauthorized or Improper Use of Lights, Drove with bright lights, Failed to dim lights, Glaring lights, Failed to turn on lights after sunset, Drove without lights, Too many lights lit, Drove with unauthorized lights, Drove with improper lights to rear, MCL 257.700, .684, .685, .698, 686-689;
- w. Speed requirements in connection with lights, MCL 257.703;
- x. To have the motor vehicle he/she was driving equipped with brakes adequate to control the movement of, and to stop and hold such vehicle, including two separate

means of applying the brakes, each of which means shall be effective to apply the brakes to at least two wheels, in compliance with, inter alia, MCL 257.705;

- y. Horns and warning devices, MCL 257.706;
- z. Unobstructed windshield and windows, MCL 257.709;
- aa. MCL 480.11, et seq. Motor Carrier Safety Act of 1963;
- bb. 49 C.F.R. Motor Carrier Safety Act Code of Federal Regulations;
- cc. To properly use the available brakes the motor vehicle was equipped with;
- dd. Drive with due care, caution, and circumspection in such a manner as not to endanger the safety, health, life, and property, of the public and Plaintiff(s);
- ee. To keep the motor vehicle constantly under control;
- ff. To attempt to stop the vehicle when he/she knew or should have known that failure to do so would naturally and probably result in serious bodily and/or emotional injuries to Plaintiff(s);
- gg. To accord traffic on the through street the right of way;
- hh. To observe the highway in front of Defendant's vehicle when Defendant knew or should have known that failure to observe Plaintiff's vehicle, would endanger the life or property of other persons using the roadway;
- ii. Such other wrongful acts and/or omissions as are presently unknown but may become known through the course of discovery and/or trial herein.

35. As a direct and proximate result of Defendant CITY OF DEARBORN, Defendant WAYNE COUNTY, and/or UHRD, negligence and including but not limited to the breach of these duties, the MVC occurred, and the injuries to Plaintiff as stated in this Complaint resulted.

36. There is no governmental immunity pursuant to the government owned vehicles; liability for negligent operation; statutory exception, and Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, is/are liable to Plaintiff, pursuant to MCL 691.1405.

***PLAINTIFF(S) REQUEST(S)*** that this Honorable Court award damages against Defendant(s) in whatever amount Plaintiff is found to be entitled in excess of \$25,000, plus interest, costs, and actual attorney fees.

**COUNT II: NEGLIGENT ENTRUSTMENT**

37. Plaintiff(s) incorporate(s) by reference all other paragraphs in this Complaint.

38. Upon information and belief, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, was the owner and/or registrant of the Salt Truck driven by an employee of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, at the time of the MVC.

39. Upon information and belief, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, owed a duty to Plaintiff not to negligently allow its Salt Truck to be operated by an employee of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY without due care and caution and not to allow the Salt Truck Salt Truck to be operated in such a manner as to endanger Plaintiff's health, life, and property and in violation of the motor vehicle codes of the State of Michigan and the rules of common law.

40. Upon information and belief, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, allowed the Salt Truck to be entrusted to an employee of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY with its/their express or implied consent or knowledge.

41. Contrary to the duties owed to Plaintiff, upon information and belief, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, negligently breached these duties by allowing the Salt Truck to be operated by a person whom it/they knew or should have known would operate the Salt Truck in a careless, reckless, or incompetent manner, in violation of the motor vehicle codes of the State of Michigan and the rules of common law.
42. Upon information and belief, as a result of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, negligent entrustment of the Salt Truck to an employee of Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, Defendant CITY OF DEARBORN and/or Defendant WAYNE COUNTY, was/were negligent as set forth throughout this Complaint, causing the injuries and damages that Plaintiff suffered and as stated in this Complaint.

***PLAINTIFF(S) REQUEST(S)*** that this Honorable Court award damages against Defendant(s) in whatever amount Plaintiff is found to be entitled in excess of \$25,000, plus interest, costs, and actual attorney fees.

### **COUNT III: BREACH OF CONTRACT**

43. Plaintiff(s) incorporate(s) by reference all other paragraphs in this Complaint.
44. On the DOI Plaintiff was insured with Defendant PROGRESSIVE under the provisions of an automobile insurance policy; *i.e., the Auto Policy*; issued by Defendant that was then in effect in accordance with the provisions of the Michigan No-Fault Automobile Insurance Act, MCL 500.3101 et seq., and for which applicable premiums were paid.
45. Defendant PROGRESSIVE is guilty of breach of contract and failing to perform in good faith pursuant to the provisions of the Michigan No-Fault Automobile Insurance Act, MCL 500.3101 et seq.

46. As a result of the MVC, Plaintiff has incurred:
  - a. Reasonably necessary products, services and accommodations for an injured person's care, recovery, or rehabilitation, as provided by MCL 500.3107(1)(a);
  - b. Work loss, as provided by MCL 500.3107(1)(b) and/or MCL 500.3107a;
  - c. Expenses in obtaining ordinary and necessary services in lieu of those that, if he or she had not been injured, an injured person would have performed during the first 3 years after the date of the accident, not for income but for the benefit of himself or herself or of his or her dependent, as provided by MCL 500.3107(1)(c); and
  - d. Expenses for other personal protection benefits in accordance with the applicable no-fault provisions.
47. Defendant PROGRESSIVE has refused or is expected to refuse to pay Plaintiff all personal protection insurance benefits in accordance with the applicable no-fault and contract provisions; including but not limited to the Auto Policy.
48. Reasonable proof for full payment of all personal protection insurance benefits has been or will be supplied, but Defendant PROGRESSIVE has refused to pay or is expected to refuse to pay in the future.
49. Defendant PROGRESSIVE has unreasonably refused to pay or has unreasonably delayed making proper payments to Plaintiff contrary to MCL 500.3142 and MCL 500.3148 and continues to do so.
50. Under the terms and conditions of the Auto Policy, Defendant PROGRESSIVE became obligated to pay uninsured/underinsured motorist coverage to or on behalf of Plaintiff, if Plaintiff sustained a serious impairment of body function/permanent serious disfigurement/death in an accident arising out of the ownership, operation, maintenance,

or use of a motor vehicle, and the responsible tortfeasor had an amount less than the amount of the Auto Policy has in uninsured/underinsured motorist coverage.

51. Defendant PROGRESSIVE has refused to pay Plaintiff the uninsured/underinsured motorist benefits policy limits as provided under the terms of the Auto Policy.
52. Defendant is guilty of breach of contract and failing to perform pursuant to the Auto Policy.
53. That an inducement to have Plaintiff purchase the insurance, or by virtue of the applicable statutes and/or insurance regulations, Defendant PROGRESSIVE promised that if Plaintiff had a valid claim for the appropriate personal injury protection benefits, Plaintiff would be paid promptly within (30) days after giving notice and would not have to retain an attorney in order to obtain these benefits due and owing by Defendant.
54. That as a result of the nonpayment of benefits, Plaintiff has been compelled to fall behind on bills as well as being pursued by creditors and by doctors for the expenses incurred.

***PLAINTIFF(S) REQUEST(S)*** that this Honorable Court award damages against Defendant(s) in whatever amount Plaintiff is found to be entitled in excess of \$25,000, plus interest, costs, and actual attorney fees.

**COUNT IV: DECLARATORY RELIEF AS TO DEFENDANT PROGRESSIVE**

55. Plaintiff(s) incorporate(s) by reference all other paragraphs in this Complaint.
56. An actual controversy exists between Plaintiff and Defendant PROGRESSIVE.
57. The Honorable Court must determine the following:
  - a. The applicability of the No-Fault Act to Plaintiff's claims;
  - b. Any coverage or policy disputes between the parties;
  - c. That the subject auto insurance policy was in full force and effect on the date of the subject MVC;

- d. The amount of work loss benefits, replacement service expenses, attendant care, medical expenses, no-fault interest, actual attorney fees, or other benefits owed to Plaintiff;
- e. The available uninsured/underinsured motorist coverages applicable to the claim;
- f. Whether and in what amount any reduction, setoffs, or reimbursements may be claimed by Defendant PROGRESSIVE;
- g. Whether, and in what amount, any reduction, setoffs, or reimbursements may be claimed by Defendant from the uninsured/underinsured damages recoverable; and
- h. Other determinations, orders, and judgments necessary to fully adjudicate the rights of the parties, including whether Defendant's legal responsibility is secondary to Medicare advantage organizations under 42 CFR 422.108, 42 CFR 423.462, and 42 USC 1395y(b)(3)(A).

***PLAINTIFF REQUESTS*** a declaration of rights and an award of damages in whatever amount Plaintiff is found to be entitled to in excess of \$25,000, plus interest, costs, and no-fault attorney fees.

Respectfully submitted,

**LAW OFFICES OF  
MICHAEL S. DAUDI, P.C.**

Dated: February 16, 2026

/s/ Michael S. Daoudi  
**MICHAEL S. DAUDI (P53261)**  
**RYAN J. MOORE (P83452)**  
Attorneys for Plaintiff(s)

STATE OF MICHIGAN

IN THE 3<sup>rd</sup> CIRCUIT COURT FOR THE COUNTY OF WAYNE

ABBAS AHMAD JOUHEIR,

Plaintiff(s),

-v-

CASE NO.

-NI

HON.

PROGRESSIVE MARATHON INSURANCE COMPANY,  
CITY OF DEARBORN,  
WAYNE COUNTY,  
Jointly and Severally,

Defendant(s).

MICHAEL S. DAOUDI (P53261)  
RYAN JOSEPH MOORE (P83452)  
Law Offices of Michael S. Daoudi, P.C.  
Attorneys for Plaintiff  
560 Kirks Blvd, Suite 104  
Troy, Michigan 48084  
O: (248) 220-4377 / F: (248) 220-4378  
E-Mail: msd@msd4law.com  
E-Mail: rjm@msd4law.com

**JURY DEMAND**

*NOW COMES* the Plaintiff, ABBAS AHMAD JOUHEIR, by and through his attorney, LAW OFFICES OF MICHAEL S. DAOUDI, P.C., and hereby demands a trial by jury of all issues as they relate to the above-captioned cause of action.

Respectfully submitted,

LAW OFFICES OF  
MICHAEL S. DAOUDI, P.C.

Dated: February 16, 2026

/s/Michael S. Daoudi  
MICHAEL S. DAOUDI (P53261)  
RYAN J. MOORE (P83452)  
Attorneys for Plaintiff

Received over the counter on  
March 25, 2026 around  
11:00 a.m. by Rita  
Milleb.

CITY CLERK, DEARBORN MI  
2026 MAR 25 AM 11:00

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**CITY CLERK'S OFFICE**

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**TO:** CITY COUNCIL  
**FROM:** GEORGE T. DARANY  
**SUBJECT:** SUMMONS AND COMPLAINT  
**DATE:** MARCH 17, 2026

---

We are submitting to you a copy of a Summons & Complaint in the matter of Munira Fakhouri v. City of Dearborn, Third Judicial Circuit, Wayne County Court Case No. 26-001737-NO.

The City Clerk's Office received the Summons & Complaint over the counter on March 17, 2026 around 11:48 A.M., by Lisa Miller.

Sincerely,

  
George T. Darany  
CITY CLERK

Encl.

GD:lm

STATE OF MICHIGAN  
THIRD JUDICIAL CIRCUIT  
WAYNE COUNTY

SUMMONS

CASE NO.  
26-001737-NO  
Hon.Catherine L. Heise

Court telephone no.: 313-224-5225

Plaintiff's name(s), address(es), and telephone no(s)  
Fakhouri, Munira

v

Defendant's name(s), address(es), and telephone no(s).  
City of Dearborn

Plaintiff's attorney, bar no., address, and telephone no  
David Robert Adgate 84200  
28411 Northwestern Hwy  
Southfield, MI 48034

Instructions: Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.

Domestic Relations Case

- There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been

previously filed in  this court,  \_\_\_\_\_ Court, where it was given case number \_\_\_\_\_ and assigned to Judge \_\_\_\_\_.

The action  remains  is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date 2/2/2026	Expiration date* 5/4/2026	Court clerk Yolanda Payne
------------------------	------------------------------	------------------------------

Cathy M. Garrett- Wayne County Clerk.

\*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (3/23)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



**PROOF OF SERVICE**

**TO PROCESS SERVER:** You must serve the summons and complaint and file proof of service with the court clerk before the expiration date on the summons. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE OF SERVICE / NONSERVICE**

I served  personally  by registered or certified mail , return receipt requested, and delivery restricted to the addressee(copy of return receipt attached) a copy of the summons and the complaint, together with the attachments listed below, on:

I have attempted to serve a copy of the summons and complaint, together with the attachments listed below, and have been unable to complete service on:

Name	Date and time of service
Place or address of service	
Attachments (if any)	

I am a sheriff, deputy sheriff, bailiff, appointed court officer or attorney for a party.

I am a legally competent adult who is not a party or an officer of a corporate party. I declare under the penalties of perjury that this certificate of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled \$	Fee \$	
Incorrect address fee \$	Miles traveled \$	Fee \$	Total fee \$

Signature

\_\_\_\_\_  
Name (type or print)

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with

\_\_\_\_\_  
Attachments (if any) on \_\_\_\_\_ Date and time

\_\_\_\_\_ on behalf of \_\_\_\_\_

Signature

\_\_\_\_\_

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

MUNIRA FAKHOURI,

Plaintiff,

v.

Case No. 26-        -NO  
Hon.

CITY OF DEARBORN,

Defendant.

\_\_\_\_\_  
**DAVID R. ADGATE (P84200)**  
BUCKFIRE LAW FIRM  
Attorneys for Plaintiff  
28411 Northwestern Highway, Ste. 300  
Southfield, Michigan 48034  
Direct (248) 621-5674  
Fax (248) 281-2159  
david@buckfirelaw.com  
dawn@buckfirelaw.com – Asst.

There is no other pending or resolved civil action arising out of the transaction or occurrence as alleged in this Complaint.

*/s/ David R. Adgate*

\_\_\_\_\_  
David R. Adgate (P84200)

**COMPLAINT**

NOW COMES the Plaintiff, MUNIRA FAKHOURI, by and through her attorneys, BUCKFIRE LAW FIRM, and for her Complaint against Defendant, CITY OF DEARBORN, states as follows:

1. That the Plaintiff, MUNIRA FAKHOURI, is a resident of the City of Dearborn, County of Wayne, State of Michigan.

2. That the Defendant, CITY OF DEARBORN, is a municipal corporation doing business pursuant to the laws of the State of Michigan and this Defendant does business in the County of Wayne, State of Michigan.

3. The amount in controversy exceeds the sum of Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of costs, interest and attorney fees.

4. That this cause of action arose and jurisdiction exists in this Honorable Court as a result of injuries which occurred on the sidewalk in front of 1154 N. Silvery Lane, City of Dearborn, County of Wayne, State of Michigan.

5. That Plaintiff, on or about August 18, 2025, was lawfully walking on a public sidewalk in her neighborhood heading towards her church.

6. The Plaintiff was walking south on the east side of N. Silvery Lane, near the intersection with Herbert Weier, when she encountered the vertical discontinuity/elevation difference/raised concrete slab on the sidewalk in front of 1154 N. Silverly Lane.

7. Plaintiff was caused to trip when her foot encountered the defect and fell forward. Plaintiff was unable to catch herself and she hit the ground, causing severe injury to Plaintiff.

8. The defect existed long enough for the Defendant, CITY OF DEARBORN, to have actual knowledge or constructive knowledge of it through reasonable inspection and maintenance practices.

9. The raised condition was a proximate cause of Plaintiff's tripping and fall, resulting in injuries, pain, medical expenses and other damages.

**COUNT I – GOVERNMENTAL LIABILITY STATUTE - SIDEWALK EXCEPTION**

10. The Plaintiff realleges and reincorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. The Defendant, CITY OF DEARBORN, had a duty under MCL 691.1402a to maintain public sidewalks in reasonable repair.

12. That at a minimum, Defendant, CITY OF DEARBORN, should have known of the defect 30 days before the injury or through constructive notice.

13. A vertical discontinuity of two inches or more (or another dangerous characteristic of the sidewalk itself) rebutted the statutory presumption that the sidewalk was in reasonable repair.

14. That as a direct and proximate result of the negligence of the Defendant, CITY OF DEARBORN, the Plaintiff, MUNIRA FAKHOURI, fell and sustained injuries including, but not limited to, injuries to her knee, fractured nose and damaged two teeth and any and all other damages which proofs may show.

15. That as a further direct and proximate result of the aforementioned acts and omissions of the Defendant, CITY OF DEARBORN, the Plaintiff has suffered and will continue to suffer pain, humiliation, embarrassment, mental anguish, fright, shock, disability, loss of enjoyment of life, disfigurement, gross indignity and inconvenience because of the permanent nature of said injuries, she has suffered or may yet suffer aggravation or activation of a pre-existing condition.

16. That Plaintiff has suffered a loss of earnings due to the nature and extent of her injuries set forth above.

17. That Plaintiff was required to seek medical treatment and incurred medical expenses.

18. That as a further result of the Defendant, CITY OF DEARBORN's, negligence, Plaintiff has suffered damages as previously stated herein.

WHEREFORE, Plaintiff, MUNIRA FAKHOURI, prays for judgment against Defendant, CITY OF DEARBORN, in an amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS which will fairly, reasonably and adequately compensate her for her injuries and damages together with costs, interest and attorney fees so wrongfully incurred.

**COUNT II – NEGLIGENCE**

19. The Plaintiff realleges and reincorporates paragraphs 1 through 18 of this Complaint as though fully set forth herein.

20. That the Defendant, CITY OF DEARBORN, its employees, agents and/or representatives, negligently constructed, maintained, inspected and failed to repair the defective sidewalk.

21. That the Defendant failed to warn pedestrians of a known hazardous condition.

22. That the Defendant, CITY OF DEARBORN, had a duty not to create a situation that allowed for the defective, raised concrete and failed to do so.

23. That at all times pertinent hereto, the Defendant, CITY OF DEARBORN, its employees, agents and/or representatives, had a duty and obligation pursuant to state statute, that being MCL 691.1402 and/or MCL 691.1402a, to repair and/or maintain said sidewalk in reasonable repair and had the responsibility to make said sidewalk reasonably safe and convenient for public travel.

24. That the Defendant, CITY OF DEARBORN, its employees, agents and/or representatives, had a duty to provide a safe environment for the public, including making routine inspections of the sidewalks within the city and/or have measures in place to prevent fall injuries in the event that the sidewalks became defective or raised.

25. That as a result of the negligence of the Defendant, CITY OF DEARBORN, the Plaintiff tripped and fell on the defective, raised concrete.

26. That Defendant, CITY OF DEARBORN's, conduct, in failing to maintain the sidewalk in good repair was separate and distinct from the dangerous condition on the premises.

27. That as a direct and proximate result of the negligence of the Defendant, CITY OF DEARBORN, the Plaintiff, MUNIRA FAKHOURI, fell and sustained injuries including, but not limited to, injuries to her knee, fractured nose and damaged two teeth and any and all other damages which proofs may show.

28. That as a further direct and proximate result of the aforementioned acts and omissions of the Defendant, CITY OF DEARBORN, the Plaintiff has suffered and will continue to suffer pain, humiliation, embarrassment, mental anguish, fright, shock, disability, loss of enjoyment of life, disfigurement, gross indignity and inconvenience because of the permanent nature of said injuries, she has suffered or may yet suffer aggravation or activation of a pre-existing condition.

29. That Plaintiff has suffered a loss of earnings due to the nature and extent of her injuries set forth above.

30. That Plaintiff was required to seek medical treatment and incurred medical expenses.

31. That as a further result of the Defendant, CITY OF DEARBORN's, negligence, Plaintiff has suffered damages as previously stated herein.

WHEREFORE, Plaintiff, MUNIRA FAKHOURI, prays for judgment against Defendant, CITY OF DEARBORN, in an amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00)

DOLLARS which will fairly, reasonably and adequately compensate her for her injuries and damages together with costs, interest and attorney fees so wrongfully incurred.

Respectfully submitted,

By: /s/ David R. Adgate

**DAVID R. ADGATE (P84200)**

BUCKFIRE LAW FIRM

Attorneys for Plaintiff

28411 Northwestern Highway, Ste. 300

Southfield, Michigan 48034

Direct (248) 621-5674

Fax (248) 281-2159

david@buckfirelaw.com

dawn@buckfirelaw.com - Asst.

DATED: February 2, 2026.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

MUNIRA FAKHOURI,

Plaintiff,

v.

Case No. 26-  
Hon.

-NO

CITY OF DEARBORN,

Defendant.

\_\_\_\_\_  
**DAVID R. ADGATE (P84200)**  
BUCKFIRE LAW FIRM  
Attorneys for Plaintiff  
28411 Northwestern Highway, Ste. 300  
Southfield, Michigan 48034  
Direct (248) 621-5674  
Fax (248) 281-2159  
david@buckfirelaw.com  
dawn@buckfirelaw.com – Asst.

**PLAINTIFF’S DEMAND FOR TRIAL BY JURY**

NOW COMES the Plaintiff, MUNIRA FAKHOURI, by and through her attorneys,  
BUCKFIRE LAW FIRM, and hereby demands a trial by jury in the within cause of action.

Respectfully submitted,

By: /s/ David R. Adgate  
**DAVID R. ADGATE (P84200)**  
BUCKFIRE LAW FIRM  
Attorneys for Plaintiff  
28411 Northwestern Highway, Ste. 300  
Southfield, Michigan 48034  
Direct (248) 621-5674  
Fax (248) 281-2159  
david@buckfirelaw.com  
dawn@buckfirelaw.com – Asst.

DATED: February 2, 2026.

Received over the  
counter around  
11:48 a.m. on Tuesday,  
March 17, 2026 by  
Lisa Miller.

CITY CLERK, DEARBORN MI  
2026 MAR 17 AM 11:48



## EXECUTIVE SUMMARY AND MEMORANDUM

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**REQUEST:** Request for parking spot closures, street closures, and a noise ordinance waiver for the Dearborn Summer Market

**DEPARTMENT:** Economic Development Department and West Dearborn Downtown Development Authority (WDDDA)

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

- June 12, 2026
- July 17, 2026
- August 14, 2026
- August 28, 2026 (*Rain Date - to be utilized only in the event of a cancellation of a previous market day due to weather or environmental factors*).

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

---

### **PRIOR COUNCIL ACTION:**

City Council has approved the annual street closures, parking lot closures, and noise ordinance waiver for summer festivities within the WDDDA for the last seven years.

---

### **BACKGROUND:**

The WDDDA has successfully hosted the Dearborn Summer Market for the past seven years. This popular event draws both residents and visitors, promoting local shopping and supporting small businesses and entrepreneurs. The market significantly contributes to community engagement by featuring quality artisans, diverse entertainment, non-profit and community organizations, and various family-friendly activities. This year, attendees can expect a wide selection of vendors offering items like artisan baked goods, soaps, pottery, jewelry, plants, and more.

The 2026 Dearborn Summer Market is scheduled for Fridays from 4:00 PM to 8:00 PM on June 12th, July 17th, and August 14th. August 28th has been designated as the rain date. Each market event will offer a range of activities, including vendor stalls, music, youth learning opportunities, and family-friendly entertainment like face painting and balloon twisting.



## **EXECUTIVE SUMMARY AND MEMORANDUM**

---

All necessary event site plans for the Dearborn Summer Market, including street closures, have received approval from the Police Department, Fire Department, and Department of Public Works. Police detail will be on-site for every Market event, and a dedicated litter crew will manage post-event cleanup for all dates.

---

### **FISCAL IMPACT:**

Funding for the Dearborn Summer Market is allocated through the West Dearborn Downtown Development Authority budget, subject to annual City Council approval.

---

### **COMMUNITY IMPACT:**

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

### **IMPLEMENTATION TIMELINE:**

Immediate effect is requested to begin planning for the summer events season beginning June 2026 until August 2026.

---

### **COMPLIANCE/PERFORMANCE METRICS:**

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



## **EXECUTIVE SUMMARY AND MEMORANDUM**

---

**TO:** City Council

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

**VIA:** Jordan Twardy, Director, Economic Development

**SUBJECT:** Request for parking spot closures, street closures, and a noise ordinance waiver for the Dearborn Summer Market

**DATE:** April 14, 2026

---

### **Budget Information**

Adopted Budget: N/A

Amended Budget: N/A

Requested Amount: N/A

Funding Source: N/A

Supplemental Budget: N/A

### **Summary of Request**

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

- June 12, 2026
- July 17, 2026
- August 14, 2026
- August 28, 2026 (*Rain Date - to be utilized only in the event of a cancellation of a previous market day due to weather or environmental factors*).

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

### **Background and Justification**

The WDDDA has successfully hosted the Dearborn Summer Market for the past seven years. This popular event draws both residents and visitors, promoting local shopping and supporting small businesses and entrepreneurs. The market significantly contributes to



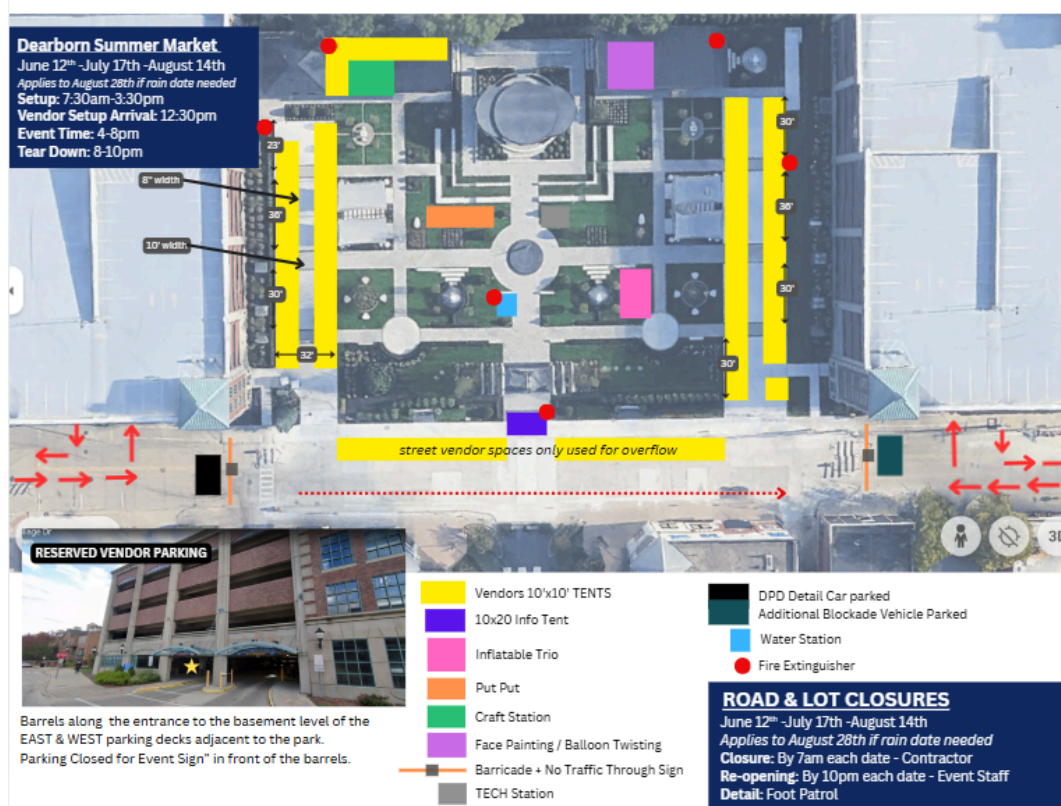
# EXECUTIVE SUMMARY AND MEMORANDUM

community engagement by featuring quality artisans, diverse entertainment, non-profit and community organizations, and various family-friendly activities. This year, attendees can expect a wide selection of vendors offering items like artisan baked goods, soaps, pottery, jewelry, plants, and more.

The 2026 Dearborn Summer Market is scheduled for Fridays from 4:00 PM to 8:00 PM on June 12th, July 17th, and August 14th. August 28th has been designated as the rain date. Each market event will offer a range of activities, including vendor stalls, music, youth learning opportunities, and family-friendly entertainment like face painting and balloon twisting.

All necessary event site plans for the Dearborn Summer Market, including street closures, have received approval from the Police Department, Fire Department, and Department of Public Works. Police detail will be on-site for every Market event, and a dedicated litter crew will manage post-event cleanup for all dates.

## Site Plan - Dearborn Summer Market





# EXECUTIVE SUMMARY AND MEMORANDUM

## Signature Page

### Prepared By:

DocuSigned by:  
*Laura Aceves-Sanchez*  
D4E839D504AA420...

**Laura Aceves-Sanchez, Economic Vitality Manager**

### Department Approval:

DocuSigned by:  
*Jordan Twardy*  
1C7ADC7466A843C...

**Jordan Twardy, Economic Development Director**

DocuSigned by:  
*Tim Hawkins*  
35BABC5BED3455...

**Tim Hawkins, Public Works Director**

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

**Chief Issa Shahin, Dearborn Police Department**

DocuSigned by:  
*Joseph Murray*  
03FD550B1D2F4D0...

**Chief Joseph Murray, Dearborn Fire Department**

### Corporation Counsel Approval:

Signed by:  
*Ola Hammoud*  
54D67769937D4C3...

**Ola Hammoud, Assistant Corporation Counsel**



# FINANCE EXECUTIVE SUMMARY

## Immediate Effect is Requested

**REQUEST:** Set the Public Hearing date of May 19, 2026 at 6:30PM in the DAC Council Chambers for the FY2026-2027 Proposed Budget and Tax Rates.

**DEPARTMENT:** Finance

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

**PRIOR COUNCIL ACTION:** N/A

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

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

**FISCAL IMPACT:** N/A

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

**IMPLEMENTATION TIMELINE:** Immediate Effect is Requested.

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



# FINANCE

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**TO : City Council**  
**FROM : Department of Finance**  
**VIA : Mayor Abdullah H. Hammoud**  
**SUBJECT : Public Hearing on the Proposed FY2026-2027 Budget**  
**DATE : March 30, 2026**


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It is requested that the City Council set the date of Tuesday May 19, 2026, for a Public Hearing on the City's proposed budget for the ensuing fiscal year. Immediate effect is requested to ensure compliance with public notification requirements.

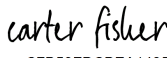
Pursuant to Section 2-516 (c) of the City Code, the notice of this hearing must be published not less than seven days prior to the date of the hearing. Under state law, the notice of this hearing must be published not less than six days prior to the date of such hearing. The hearing notice must be in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

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

Respectfully Submitted,

DocuSigned by:  
  
3923DB0ED71E40A...  
Corey Jarocki  
Deputy Finance Director

DocuSigned by:  
  
F77919D1421447F...  
Michael Kennedy  
Chief Financial Officer

Signed by:  
  
C7B59FDCBEA1495...  
J. Carter Fisher  
Corporation Counsel

NOTICE OF PUBLIC  
HEARING ON THE  
PROPOSED FISCAL 2026-  
2027 CITY OF DEARBORN  
BUDGET AND THE  
2027 CITY TAX RATE

A public hearing will be held Tuesday, May 19, 2026 at 6:30 p.m. in the Council Chambers at the Dearborn Administrative Center, 16901 Michigan Avenue on the proposed budget for the City of Dearborn for its 2026-2027 fiscal year commencing July 1, 2026. The proposed budget is available for public inspection at the City Clerk's office located at the same address and on the City's website.

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

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



## EXECUTIVE SUMMARY

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**REQUEST:** Request to accept and recognize funding from the America250MI History Grant Program for the Dearborn Historical Museum's *Reinvesting in the Pioneer Schoolroom* project. Funding will support the renovation and reinterpretation of the museum's one-room schoolhouse exhibit space. The project includes a total participating cost of \$31,250, with \$25,000 in America250MI History Grant funds and a required local match of \$6,250.

Project I40526 has been created for this renovation. We request that the Finance Director be authorized to recognize \$25,000 in Facilities Fund, Intergovernmental Revenue, State, Other and appropriate the same amount in Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation. It is also requested that the Finance Director be authorized to recognize and appropriate the match amount of \$6,250 being received by the Museum Guild in the following accounts, respectively: Facilities Fund, Misc Revenues, Contributions, Private Sources and Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation.

**DEPARTMENTS:** Dearborn Historical Museum, Philanthropy & Grants

**BRIEF DESCRIPTION:** The Reinvesting in the Pioneer Schoolroom project will renovate and reinterpret a historically significant one-room schoolhouse exhibit at the Dearborn Historical Museum. Improvements will include updated flooring, lighting, and interior finishes to enhance accessibility and usability, along with a historically accurate redesign based on archival research. The space supports the museum's long-standing Pioneer School Program, which serves approximately 1,500–1,700 third-grade students annually through immersive, hands-on learning experiences focused on Michigan and Dearborn history.

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** The Pioneer Schoolroom is a central component of the Dearborn Historical Museum's educational programming and has not undergone significant updates since at least the 1960s. The current space presents physical limitations, including outdated lighting and uneven flooring, which impact accessibility and the overall learning environment.

This project will transform the space into a historically accurate and inclusive representation of a 19th-century Michigan classroom (circa 1830–1900), incorporating archival materials and research specific to Dearborn and the broader region. The updated interpretive approach will expand historical narratives to include Indigenous history, specifically the Anishnaabe nations of



the Odawa, Ojibway, and Potawatomi, as well as the experiences of early immigrant communities in Dearborn.

By improving both the physical environment and interpretive content, the project will strengthen the museum's role as a key educational partner to Dearborn Public Schools and enhance its ability to deliver place-based history education.

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**FISCAL IMPACT:** Total participating project cost is \$31,250. America250MI History Grant funds will cover \$25,000, and the City is required to provide a minimum 15% local match of \$6,250 (cash, non-federal). The required local match for this project will be provided by the City of Dearborn through the Museum Guild of Dearborn.

---

**COMMUNITY IMPACT:** This project will enhance access to high-quality, immersive history education for thousands of Dearborn students and residents. Improvements will ensure the space is accessible, engaging, and reflective of the community's diverse historical narratives. The renovated schoolroom will provide a more inclusive and accurate learning environment that connects students to Michigan's past while fostering a stronger sense of place and identity.

---

**IMPLEMENTATION TIMELINE:**

Spring 2026: Archival research and exhibit design

June 2026: Begin demolition and installation phase (post-Pioneer School Program season)

Late 2026: Construction and installation completion

Spring 2027: Launch of renovated Pioneer Schoolroom for program use

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**COMPLIANCE/PERFORMANCE METRICS:** Success will be measured by completion of the renovated and accessible schoolroom, implementation of updated interpretive materials, and continued annual participation of approximately 1,500–1,700 students in the Pioneer School Program. Additional metrics include educator and volunteer feedback, improved accessibility, and enhanced student engagement during program activities.



**TO: Dearborn City Council**

**FROM: Dearborn Historical Museum, Philanthropy & Grants**

**SUBJECT: America250MI History Grant Award – Reinvesting in the Pioneer Schoolroom**

**DATE: March 27, 2026**

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**Summary of Request**

Approval is requested to accept and recognize funding from the America250MI History Grant Program for the Dearborn Historical Museum's Reinvesting in the Pioneer Schoolroom project. This funding will support the renovation and reinterpretation of a key educational exhibit space used by the Pioneer School Program, which serves approximately 1,500–1,700 third-grade students annually.

Project I40526 has been created for this renovation. We request that the Finance Director be authorized to recognize \$25,000 in Facilities Fund, Intergovernmental Revenue, State, Other and appropriate the same amount in Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation in Project I40526. It is also requested that the Finance Director be authorized to recognize and appropriate the match amount of \$6,250 being received by the Museum Guild in the following accounts, respectively: Facilities Fund, Misc Revenues, Contributions, Private Sources and Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation in Project I40526.

**Background and Justification**

The Pioneer Schoolroom is one of the Dearborn Historical Museum's most impactful interpretive spaces, offering students a hands-on opportunity to experience what education was like in 19th-century Michigan. Despite its importance, the space has not been significantly updated in decades and no longer meets modern accessibility or interpretive standards.

This project will address these challenges through a comprehensive renovation that includes improved flooring, lighting, and interior finishes, as well as a historically accurate reinterpretation informed by archival research. The redesigned classroom will reflect one-room schoolhouses from approximately 1830 to 1900 and incorporate inclusive narratives that highlight Indigenous history and the experiences of immigrant communities in Dearborn.

The investment will ensure that the Pioneer School Program remains sustainable, engaging, and aligned with current educational standards while preserving and elevating an important piece of Michigan's history.

**Immediate effect is requested.**



**Philanthropy  
and Grants**

**MEMORANDUM**

**Department Approval:**

Signed by:

*Maria Willett*

5F7C82870E294AB...

Maria Willett – Philanthropy & Grants Director

**Department Approval:**

DocuSigned by:

*Jack Tate*

76312C191982495...

Jack Tate – Dearborn Historical Museum

**Budget Approval:**

<sup>DS</sup>  
*MHA*

DocuSigned by:

*Michael Kennedy*

F77919D1421447E...

Michael Kennedy – Chief Financial Officer

**Corporation Counsel:**

Signed by:

*J. Carter Fisher*

C7B69FDGBEA1495...

J. Carter Fisher – Corporation Counsel

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**OFFICE OF THE 35<sup>TH</sup> CITY COUNCIL**

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**IMMEDIATE EFFECT**

**To: City Clerk**

**From: City Council**

**Date: January 23, 2026**

**Subject: Council Acknowledgment- Hype Athletics**

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The 35<sup>th</sup> City Council wishes to recognize Hype Athletics for their 25 years of support to the Dearborn community. This item shall be given immediate effect.

A handwritten signature in black ink, appearing to read "Michael T. Sareini".

**Michael T. Sareini**  
**Council President**



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect is Requested

**REQUEST:** Authorization to extend the professional services agreement with Rosati, Schultz, Joppich & Amtsbuechler, for an additional \$150,000 for ongoing litigation.

**DEPARTMENT:** Law Department, in conjunction with Purchasing

**BRIEF DESCRIPTION:** The Law Department recommends authorizing an additional \$150,000 for Rosati, Schultz, Joppich & Amtsbuechler, to provide outside counsel for current and ongoing litigation

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** Rosati, Schultz, Joppich & Amtsbuechler, is currently retained by the City as outside counsel for ongoing litigation matters. The firm has extensive experience defending the City and other general defense matters. We estimate that approximately \$150,000 will be needed for counsel, depending on the complexity and length of the current proceedings. The support of Rosati, Schultz, Joppich & Amtsbuechler, in addition to the department's internal proficiency in handling these lawsuits, will allow the City to best defend against the current litigation

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**FISCAL IMPACT:** \$150,000

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**IMPLEMENTATION TIMELINE:** Immediate effect is requested in order to expedite the legal services and assist in the defense of this matter

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**COMPLIANCE/PERFORMANCE METRICS:** The Law Department will monitor this supplemental contract



# FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

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**TO:** City Council  
**FROM:** City Administration  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Authorization of \$150,000 to Rosati, Schultz, Joppich & Amtsbuechler  
**DATE:** March 31, 2026

## **Budget Information**

Adopted Budget: \$300,000  
 Amended Budget: \$364,241  
 Requested Amount: \$150,000  
 Funding Source: Fleet & General Liability Insurance, Law, Professional Services, Legal Fees  
 Supplemental Budget: Appropriation from Legal Operating Funds – General Fund

## **Summary of Request**

The Law Department requests authorization for an extension of the professional services agreement with Rosati, Schultz, Joppich & Amtsbuechler, in the amount of \$150,000 to assist in the defense of current litigation.

It is respectfully requested that Council authorize the additional expenditures with immediate effect in order to expedite the legal services

The Finance Department is requesting authority to appropriate from Legal operating funds (transfers out) to the Fleet and General Liability Insurance Fund, and to recognize revenue contributions (transfers in) from the operating funds, and to appropriate the legal fees account as needed.

## **Background and Justification**

Rosati, Schultz, Joppich & Amtsbuechler, is currently retained as outside counsel for the City on ongoing litigation matters. Because they have extensive experience and are already representing the City in these complex claims, it is necessary to continue utilizing their services to best defend the City. The Law Department estimates that an additional \$150,000 will be needed to cover the anticipated costs of these ongoing proceedings

## **Procurement Process:**

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



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Prepared By:

DocuSigned by:

*Mark Rozinsky*

D17FE0C142E34C3...  
Mark Rozinsky, Purchasing Manager

### Budget Approval:

DocuSigned by:

*Michael Kennedy*

F77919D1421447F...  
Michael Kennedy, Chief Financial Officer

Initial

*MD*

### Corporation Counsel Approval:

Signed by:

*J. Carter Fisher*

C7B59FDCBEA1495...  
J. Carter Fisher, Corporation Counsel

**CITY OF DEARBORN  
OFFICE OF MAYOR  
ABDULLAH H. HAMMOUD**

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**TO: CITY COUNCIL**  
**FROM: MAYOR ABDULLAH H. HAMMOUD**  
**SUBJECT: APPOINTMENT - PARKS AND RECREATION COMMISSION**  
**DATE: APRIL 2, 2026**

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

**Name:** Abraham Nasser

**Status:** Appointment

**Filling a Vacancy for:** N/A

**Term Duration:** 3 Years

**Current Term Ending:** N/A

**Appointment Term Ending:** June 30, 2029

**Attendance:** N/A

**Phone:** (313) 505-4000

**Email:** [abe757@aol.com](mailto:abe757@aol.com)

**Mailing Address:** 2700 Holly St, Dearborn, MI 48120

A handwritten signature in black ink, appearing to read "Abdullah H. Hammoud", written over a horizontal line.

Abdullah H. Hammoud  
Mayor

cc: Parks and Recreation Department  
cc: Law Department

**CITY OF DEARBORN  
OFFICE OF MAYOR  
ABDULLAH H. HAMMOUD**

---



**TO: CITY CLERK**  
**FROM: MAYOR ABDULLAH H. HAMMOUD**  
**SUBJECT: APPOINTMENT - PARKS AND RECREATION COMMISSION**  
**DATE: APRIL 2, 2026**

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

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

**Name:** Abraham Nasser

**Status:** Appointment

**Filling a Vacancy for:** N/A

**Term Duration:** 3 Years

**Current Term Ending:** N/A

**Appointment Term Ending:** June 30, 2029

**Attendance:** N/A

**Phone:** (313) 505-4000

**Email:** [abe757@aol.com](mailto:abe757@aol.com)

**Mailing Address:** 2700 Holly St, Dearborn, MI 48120

A handwritten signature in black ink, appearing to read "Abdullah H. Hammoud", written over a horizontal line.

Abdullah H. Hammoud  
Mayor

cc: Parks and Recreation Department  
cc: Law Department



# Dearborn Commissions Application

undefined

First Name

Abraham

Last Name

Nasser

Commissions & Boards

Parks & Recreation Commission

Interview Date

26th March 2026

Status

Scheduled for Interview

Submission Date

29th April 2024

Home Address

2700 Holly St, Dearborn, MI, USA

Phone

 13135054000

Email

abe757@aol.com

Years of Residency in Dearborn

46

Occupation

logistic Specialist

Company

Stellantis (Chrysler)

Length of Service

25

Business Telephone Number

586-978-9725

Level of Education

High School Degree

Name of Educational Institution & Graduation Year

Edsel Ford

Are you a veteran?

No

Do you Have a Resume?

No

#### Description of Professional History

Highly experienced logistics professional with 25 years of service at Chrysler Corporation, demonstrating expertise in team leadership, operations management, and logistics coordination.

#### \*Work Experience:\*

- Logistics Specialist (4 years)
  - Coordinated and optimized logistics operations to ensure efficient supply chain management
  - Collaborated with cross-functional teams to resolve logistics-related issues
- Team Leader (20 years)
  - Led teams of up to [X] members, providing guidance and mentorship to drive productivity and quality
  - Implemented process improvements, resulting in [X]% increase in efficiency and [X]% reduction in costs
- Line Operator (1 year)
  - Performed hands-on assembly and production tasks, ensuring high-quality product output

#### \*Skills:\*

- Logistics management
- Team leadership and management
- Operations coordination
- Supply chain management
- Process improvement
- Quality control

Submitted on Apr 29, 2024

**CITY OF DEARBORN  
OFFICE OF MAYOR  
ABDULLAH H. HAMMOUD**

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**TO: CITY COUNCIL**

**FROM: MAYOR ABDULLAH H. HAMMOUD**

**SUBJECT: APPOINTMENT - PARKS AND RECREATION COMMISSION**

**DATE: APRIL 2, 2026**

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

**Name:** Daniel Grant

**Status:** Appointment

**Filling a Vacancy for:** N/A

**Term Duration:** 3 Years

**Current Term Ending:** N/A

**Appointment Term Ending:** June 30, 2029

**Attendance:** N/A

**Phone:** (773) 428-0100

**Email:** [daniel.w.grant@gmail.com](mailto:daniel.w.grant@gmail.com)

**Mailing Address:** 22134 Tenny Street, Dearborn, MI, 48124

A handwritten signature in black ink, appearing to read "Abdullah H. Hammoud", is written over a horizontal line.

Abdullah H. Hammoud  
Mayor

cc: Parks and Recreation Department  
cc: Law Department

**CITY OF DEARBORN  
OFFICE OF MAYOR  
ABDULLAH H. HAMMOUD**

---



**TO: CITY CLERK**  
**FROM: MAYOR ABDULLAH H. HAMMOUD**  
**SUBJECT: APPOINTMENT - PARKS AND RECREATION COMMISSION**  
**DATE: APRIL 2, 2026**

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

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

**Name:** Daniel Grant

**Status:** Appointment

**Filling a Vacancy for:** N/A

**Term Duration:** 3 Years

**Current Term Ending:** N/A

**Appointment Term Ending:** June 30, 2029

**Attendance:** N/A

**Phone:** (773) 428-0100

**Email:** [daniel.w.grant@gmail.com](mailto:daniel.w.grant@gmail.com)

**Mailing Address:** 22134 Tenny Street, Dearborn, MI, 48124

A handwritten signature in black ink, appearing to read "Abdullah H. Hammoud".

Abdullah H. Hammoud  
Mayor

cc: Parks and Recreation Department  
cc: Law Department



# Dearborn Commissions Application

undefined

First Name

Daniel

Last Name

Grant

Commissions & Boards

Parks & Recreation Commission

Interview Date

23rd March 2026

Status

Scheduled for Interview

Submission Date

18th June 2024

Resume



Daniel W Grant 2024.pdf

Home Address

22134 Tenny Street, Dearborn, MI, USA

Phone

 17734280100

Email

daniel.w.grant@gmail.com

Years of Residency in Dearborn

10

Occupation

VP, Digital Transformation

Company

Champion Homes (Troy, MI)

Length of Service

12 years

Business Address

755 W Big Beaver Rd

Business Telephone Number

(248) 614-8351

Level of Education

Master Degree

Name of Educational Institution & Graduation Year

Harvard Business School (MBA, 2013), US Military Academy (BS, 2002)

Are you a veteran?

Yes

Which Branch Did You Serve?

Active Duty US Army

What Was Your Rank?

Captain

Years of Service?

12 total (4 years at West Point + 5 years Active Duty + 3 years National Guard)

Memberships, Civic Activities, and Awards Received

- Appointed by Governor Whitmer to the Michigan Manufactured Housing Commission (2021-present)

Coached for many years in community leagues / teams

- 3 seasons, 14U and 19U Dearborn Soccer Club

- 11 seasons, Dearborn Baseball Rec teams and Fall Baseball teams

- Currently coaching Dearborn Baseball Tournament Team (Lightning)

- 5 seasons, Rec basketball at Sacred Heart

- Board member at CYO of Sacred Heart

- Former co-owner of Made Metro Collective (downtown West Dearborn)

- Graduated Army Ranger School (2002) and Airborne School (2001)

- Served four years as Board Member for Student Veterans of America - \$5M/year non-profit based in Washington DC

Do you Have a Resume?

Yes

Submitted on Jun 18, 2024

# Daniel W. Grant

Dearborn, MI 48124 • (773) 428-0100

daniel.w.grant@gmail.com • linkedin.com/in/danwgrant

## Vice President Business Development and Strategy

Resilient leader with proven capacity for problem solving & decision making while achieving strategic objectives. Excels at engaging and motivating internal and external stakeholders, leveraging exemplary people, organizational, and project management skills. Possesses keen ability to strategically analyze & present data to drive KPIs.

### CORE COMPETENCIES

Communication & Interpersonal Skills • KPIs • Data Management & Analysis • Adaptability • Problem Solving • Sales Project Management • Leadership & People Management • Business Transformation • Customer Acquisition • Retention Supervisor & Mentor • Collaboration • Business Acumen • Strategic Analysis • Relationship Management • Creative Thinking

### EXPERIENCE

**CHAMPION HOME BUILDERS, INC.** | Troy, MI

09/2015-Present

#### Vice President of Business Transformation

- Lead \$75M digital transformation and ERP implementation for \$2B homebuilder. Oversee strategy and development of all functions of the business tools and processes: Design (CAD), Product Development (PLM), Sales and Marketing, Config/Price/Quote (CPQ), Procurement, Logistics, Manufacturing, Finance, and Change Management
  - Previously Vice President of Sales/Business Development (2018-2021) and Director of Strategy (2015-2018)
- Champion of servant leadership, fostering team trust and respect through direct management
- Spearhead national expansion for prefabricated residential construction as part of the leadership team
- Manage a small-scale team of business analysts and product development leads, tracking metrics and key performance indicators (KPIs) to drive performance and achieve transformational goals such as lead management, product complexity reduction, SKU rationalization, etc.
- Increased revenue and market share through management of sales operations for 36 nationwide plants (now at 47)
- Designed and implemented performance-based pay and KPIs, improving labor efficiency and collaboration

#### *Select Achievements*

- As the head of Strategy reporting to CEO, was part of small leadership team steering public offering of previously privately held Champion Homes and oversaw multiple growth/synergy initiatives that drove stock price to grow 5x in first 3 years, now at 12x
  - Achieved significant growth across all same-plant sales channels and established a new multimillion-dollar Accessory Dwelling Unit product segment within two years
    - Increased Modular Builder channel revenue by 42% & grew core Manufactured Housing retail by 19%.
    - Boosted Community sales by 16% & Park Model sales by 27%. Established ADU market from non-existence
- Boosted sales by 30%, concurrently created program to develop strong soft skills match with proven sales strategies
- Grew value/affordable segment by 30%, significantly enhancing the company's position in competitive market by creating first-ever national product design and development organization with focus on efficiency/scalability
- Designed and implemented a team-based incentive system for direct labor employees, reducing overtime by 30% and increasing hourly wages by 20%, now adopted at 20 plants
- Instituted and facilitated a national sales training program for approximately 200 corporate and regional Sales Managers and Representatives across North America

**THE BOSTON CONSULTING GROUP (BCG)** | Troy, MI

07/2013-09/2015

#### Project Leader

- Initially served as Consultant from 2013-2015 before being first in cohort promoted to Project Leader, optimizing major projects in competitive market for clients in automotive, healthcare, and technology industries
- Acquired profound expertise through firsthand involvement with renowned global automakers (OEMs), Tier 1 suppliers, prominent healthcare payers, logistics giants, and innovative tech firms

#### *Select Achievements*

- Achieved top-tier bonus (above target) in first year and highest scores in all second-year cases
- Orchestrated seamless pre-merger integration and carveout for a monumental \$7.5B+ venture uniting a North American and European manufacturer with a Shanghai-based company, while spearheading the establishment of a highly efficient program management office to ensure a triumphant close

- Achieved KPIs by meticulously managing project milestones, displaying exceptional leadership and business acumen throughout the process
- Fostered collaborative efforts and trusting relationships between diverse teams and global companies
- Crafted strategic business case for new product development initiative of prestigious top 10 global automotive OEM
  - Evaluated growth potential, meticulously managed project timelines, and skillfully presented findings to the President of the Automotive Brand, highlighting exemplary project management skills

**ILLINOIS DEPARTMENT OF VETERANS' AFFAIRS** | Springfield, IL

12/2007-08/2011

**Executive Director, Cabinet Member**

- Appointed by Illinois Governor to oversee a 1.3K employee agency with a \$120M/year budget. Previously served as Senior Policy Advisor (2008-2009)
- Directed executive staff responsible for 100 veteran service offices, four veteran's nursing homes, a grants division aiding 60K residents, and a veterans' education division supporting 110 universities and colleges
- Negotiated funds appropriation for a \$65M project to construct Chicago's inaugural veterans' nursing home
- Advocated for legislation resulting in the delivery of \$25M in benefits to survivors of war casualties
- Increased statewide residency levels for veterans by 17%

**UNITED STATES ARMY** | Germany & Iraq

06/2002-12/2007

**Captain, 1st Lieutenant, and 2nd Lieutenant**

- Served as 1<sup>st</sup> Infantry Division Lieutenant & Captain, including Iraqi deployment as Field Artillery Platoon Leader
- Managed \$25M worth of vehicles, generators, and operational equipment and directed organization's quality assurance & control program for 600+ personnel
- Overhauled battalion's data management system, streamlining statistical and personnel information to maintain exact accountability for 6K pieces of sensitive equipment and gear
- Trained and led 28 soldiers; responsible for the health and welfare of enlisted soldiers and their families during the preparation, execution, and return phases
- Handpicked to deploy autonomously in a hostile environment for 40 days to provide needed American defense
- Directed team of Moldovan Army soldiers, 80 Iraqi workers, a USA Environmental team, and a US Explosive Ordnance Disposal team to destroy enemy ammunition that posed a threat to US forces and Iraqis

**EDUCATION**

**HARVARD BUSINESS SCHOOL** | Boston, MA

Master's Degree, Business Administration

**UNITED STATES MILITARY ACADEMY** | West Point, NY

Bachelor of Science, International Relations

**CERTIFICATIONS**

- Ranger School & Airborne School graduate

**COMMUNITY INVOLVEMENT**

- Appointed by Governor Whitmer to serve on the State of Michigan's Manufactured Housing Commission
- Served four years as Board Member for Student Veterans of America - \$5M/year non-profit based in Washington DC
- Catholic Youth Organization Board Member, school volunteer, mentor

**AWARDS**

- Volunteers of America Illinois Medal of Honor Award Recipient
- Army Commendation Medal, Combat Action Badge



ECONOMIC DEVELOPMENT

## EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 26-1865

3/24/26  
INTRO:  
ALS  
TABLE:  
HAM/ABR

**REQUEST:** Ordinance Language Amendment: Parking Advisory Commission

**DEPARTMENT:** Economic Development

CITY CLERK, DEARBORN MI  
2026 MAR 13 PM4:10

**BRIEF DESCRIPTION:**

- An inactive Parking Advisory Commission exists in ordinance that was previously established to help guide decisions related to the parking system in the West Downtown.
- Continued growth and development have generated the need for coordinated decision making on things like signage for short-term and long-term parking, wayfinding, maintenance, and enforcement.
- The proposed amendments include:
  - Expanding the scope of the commission to include the East Downtown.
  - Modifying commission membership to include East Downtown stakeholders and relevant department leadership.
  - Updating duties and responsibilities of the commission to align with current needs.
  - Allow the commission to install temporary signage to pilot parking initiatives (cannot exceed 365 days)

**PRIOR COUNCIL ACTION:** The existing ordinance that established the Parking Advisory Commission was most recently revised by City Council in 2009.

**BACKGROUND:**

Re-establishing this commission was a recommended action item from the Parking Study that the city procured to better understand parking demands and needs in the two downtowns.

**FISCAL IMPACT:** N/A

**COMMUNITY IMPACT:**

The creation of a diverse stakeholder group to help formally guide decisions related to our public parking system is considered a best practice.

**IMPLEMENTATION TIMELINE:**

Requires two readings by City Council.

**COMPLIANCE/PERFORMANCE METRICS:** N/A



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO:** City Council

**FROM:** Economic Development

**VIA:** Mayor Abdullah H. Hammoud

**SUBJECT:** Ordinance Language Amendment: Parking Advisory Commission

**DATE:** March 19, 2026 (COW)

### **Background and Justification**

An inactive Parking Advisory Commission exists in ordinance that was established to help guide decisions related to the paid public parking system in the West Downtown. This ordinance was originally adopted by City Council in 2009.

Since that time, Dearborn has shifted to a free-to-park public system in both downtown areas, an amenity that many communities do not have.

However, continued growth and development have generated the need for coordinated decision making on things like signage for short-term and long-term parking, wayfinding, maintenance, and enforcement.

This type of organized oversight is necessary to ensure that Dearborn's free public parking system is working efficiently and meeting the needs of businesses, residents, and users.

That is why re-establishing this commission was a recommended action item from the Parking Study the city procured in 2024 to better understand parking demands and needs in the two downtowns. As outlined in that study, this type of commission is considered a municipal best practice.

The purpose of this ordinance amendment is to update the duties and responsibilities of this commission to align with current needs, as well as expand its oversight to include the East Downtown.

### **Summary of Changes**

- The purview of the Parking Advisory Commission would be expanded to include the East Downtown.
- The membership of the commission has been modified to ensure equal representation for the East Downtown. In addition, relevant department leadership including the Director of Public Works, Director of Economic Development, and Chief of Police have been included on the commission.
- The commission will now have the authority to pilot parking initiatives by allowing the installation of temporary signage not to exceed 365 days.
- The duties and responsibilities of the commission have been updated to align with the current circumstances and needs. (For example: references to paid parking has been eliminated.)



**ECONOMIC  
DEVELOPMENT**

## EXECUTIVE SUMMARY AND MEMORANDUM

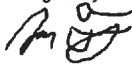
### Signature Page

**Prepared by:**

*Kaileigh Bianchini*

KAILEIGH BIANCHINI, AICP  
Deputy Director of Economic  
Development

**Approved:**

Signed by:  
  
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JORDAN TWARDY  
Economic Development Director

Signed by:  
  
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OLA HAMMOUD  
Assistant Corporation Counsel

**ORDINANCE NO. 26-1865**  
**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES**  
**OF THE CITY OF DEARBORN BY AMENDING CHAPTER 2, ARTICLE III,**  
**DIVISION 2A, ENTITLED "PARKING ADVISORY COMMISSION"**

**THE CITY OF DEARBORN ORDAINS TO:**  
**Amend Division 2A of Article III within Chapter 2 of the Code of Ordinances of the**  
**City of Dearborn to include the following:**

**DIVISION 2A. - PARKING ADVISORY COMMISSION**

**Sec. 2-395. - Purpose.**

The purpose of this division is to establish a parking advisory commission consisting of various stakeholders representing the interests of the city, landowners, business owners, residents, institutions, and users of the city's ~~user-paid public~~ parking system in ~~East and West~~ downtown ~~West~~ Dearborn. The commission shall set and oversee policies affecting the use, maintenance, ~~and enforcement, and future development~~ of the city's on-street, off-street, and deck parking in ~~both downtown areas. downtown West Dearborn.~~

(Ord. No. 09-1205, 2-2-09)

**Sec. 2-396. - Duties and responsibilities.**

(a) Through its formal action, the commission will ensure:

(1) ~~The proper location and distribution of short-term and long-term parking throughout the public parking system. A proper rate relationship exists between the charges for street meters, parking lot fees (both short- and long-term), and permit fees.~~

(2) ~~Implementation of best practices that balance the needs of businesses, residents, and parking patrons through proper signage. Parking fees that, while maintaining the financial integrity of the system, are still attractive to users. The parking system must generate sufficient revenues to cover all costs. Rates should also include a component for a capital repair and maintenance reserve.~~

(3) ~~Recommendations are made regarding maintenance, improvements, and capital investment to the city parking facilities. The proper ratio between the numbers of short-term, long-term, and permit parkers parking in lots and structures.~~

~~—(4) The proper area in each lot and structure assigned for short-term, long-term, and permit parking.~~

~~—(5) An equitable method of assigning permit parking spaces.~~

~~(6) A public relations program that will educate the public to the location of parking facilities, their ease of use, their close proximity to many fine businesses, and the benefits of validated parking.~~

~~(7)~~ (4) Minimal impact to any residential areas abutting facilities in the parking system.

~~—(8)~~ (5) Orderly and responsive answers to future parking needs and challenges.

~~—(9) Protective measures against unauthorized use for owners of private parking lots.~~

(b) The commission shall have the authority to install temporary parking signage for a period of not to exceed 365 days. Signage will be considered permanent after the passage of 365 days with the approval of city council by resolution. ~~The commission shall make recommendations to the council regarding parking rates and hours of operation. The council shall establish parking rates and hours of operation by resolution.~~

(Ord. No. 09-1205, 2-2-09)

#### Sec. 2-397. - Appointment of members.

(a) The commission shall have nine members and ~~four~~ five alternates appointed by the mayor for staggered, three-year terms. The members shall include:

(1) Mayoral representative and alternate;

(2) City Council representative and alternate;

(3) Chief of Police ~~Traffic safety officer~~ and alternate;

(4) Director of Public Works ~~City's parking management contractor~~ and alternate;

(5) Director of Economic Development and alternate ~~Downtown West Dearborn representative;~~

(6) ~~Restaurant owner/manager;~~ West Dearborn representative;

(7) ~~Bar/entertainment owner/manager;~~ West Dearborn representative;

(8) ~~Office/service sector owner/manager;~~ East Dearborn representative;

(9) ~~Retail business owner/manager;~~ East Dearborn representative;

~~—(10) Downtown district resident.~~

(b) For the purposes of appointing members, a representative shall mean either a property owner, resident, business owner, or business manager within the referenced geographic area. ~~The city planner, city engineer, city assessor, director of public works, director of economic and community development, director of finance, and a member of the police department ordinance enforcement division, or their designees, shall serve as~~

~~nonvoting advisors of the commission and shall attend meetings at the commission's request.~~

(c) Other city employees including but not limited to the director of finance, city assessor, city engineer, city planner, and a member of the police department ordinance enforcement division, or their designees, shall serve as nonvoting advisors of the commission and shall attend meetings at the commission's request.

~~–(e) (d) The commission may consult with parking management firms, parking consultants, traffic consultants, planning and urban design firms, and other experts in the area of parking management to assist with achieving the commission's goals.~~

(Ord. No. 09-1205, 2-2-09)

#### Sec. 2-398. - Organization.

(a) The commission shall elect a chairperson from its membership annually at its first meeting after the first Monday of July. A secretary shall be furnished by the city for the purpose of keeping minutes of commission meetings.

(b) Six members of the commission shall constitute a quorum for the transacting of business and the concurring vote of at least five members shall be necessary to take action.

(Ord. No. 09-1205, 2-2-09)

#### Sec. 2-399. - Meetings.

The commission shall hold at least one public meeting in each quarter on such date and at such time and place as may be established by resolution of the commission. Special meetings may be called by the chairperson of the commission or by request of any three members of the commission. ~~There shall be at least a 24-hour notice for any special meeting.~~ The commission shall adopt rules for the conduct of its business by resolution. The commission shall keep a written or printed record of its proceedings, which shall be a public record and property of the city.

(Ord. No. 09-1205, 2-2-09)

#### Sec. 2-400. –Budget.

~~Not later than the first day of February of each year, the commission shall present to the finance director a balanced budget for the user-paid parking system in downtown West Dearborn that includes a request for funds which the commission believes are necessary to carry out its functions for the following fiscal year. Included in this budget will be the recommended parking system rates necessary to balance the annual operating expenditures for the following budget year as well as the funding of ongoing capital repair~~

~~and maintenance reserves.~~ The budget of the commission shall be processed in the same manner as all city budgets, moving through the regular administrative and legislative channels, requiring approval from both the mayor and the city council before it is adopted.

(Ord. No. 09-1205, 2-2-09)

Sec. 2-401. - Expenditures.

The commission shall have the power to expend funds appropriated in its approved budget for the purpose of carrying out its powers and duties. The manner in which the commission expends funds shall comport the city policies and procedures. ~~This activity will be accounted for in the west parking fund accounts.~~ Expending funds for unforeseen items shall be possible pending adherence to the city's rules and regulations governing unplanned expenses.

(Ord. No. 09-1205, 2-2-09)

Sec. 2-402. - Reports.

The commission shall make and submit to the mayor and city council an annual report in June regarding the general activities, operations, and accomplishments of the commission for the preceding year. The commission shall, from time to time, as occasion requires, advise the mayor and city council in writing on recommendations for the improvement of the parking system.

(Ord. No. 09-1205, 2-2-09)

Secs. 2-403—2-405. - Reserved.



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect

**REQUEST:** Award for Contract to Tel Systems (Thalner Electronic Labs Inc) for Ballroom/ Studio AVL Projector Upgrade, in the amount of \$41,690.44.

**DEPARTMENT:** Parks and Recreation, in conjunction with Purchasing.

---

**BRIEF DESCRIPTION:** The Recreation Department is updating the Audio-Visual system in the Lincoln Ballroom and Studio A. Currently, there are 2 projectors installed in the Lincoln Ballroom and 1 projector in Studio A. All 3 units are considerably undersized in terms of brightness and visibility for each room, and approaching their end of life. It has been decided to upgrade all 3 projectors to EPSON 13,000 lumen projectors. This will increase the brightness and visibility of content projected on the screens in both rooms. The projectors are industry standard and have a life expectancy of 20,000 working hours.

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** The current projectors in the Lincoln Ballroom and Studio A are no longer meeting the needs and expectations of our clients. This purchase will update our video projectors with high-definition, bright, crisp, clear video projections.

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**FISCAL IMPACT:** The total cost for the Ballroom/ Studio AVL Projector Upgrade is \$41,690.44.

---

**COMMUNITY IMPACT:** All 3 projectors are available as an additional option when a client rents Studio A and/or the Lincoln Ballroom. Current rate is \$550 per day (Ballroom) and \$275 per day (Studio A). The projectors are also utilized at city and community events and meetings. This upgrade will help to attract new clients, as well as provide quality video projection to annual community events.

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**IMPLEMENTATION TIMELINE:** Projectors will be ordered and delivered following approval and issue of the Purchase Order. Projectors will be installed and operated by City of Dearborn Theater technicians and event staff.

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**COMPLIANCE/PERFORMANCE METRICS:** This project will be managed by the Parks and Recreation department, Theater division.



**FINANCE**

**EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO:** City Council  
**FROM:** City Administration  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Award for Contract for Ballroom/ Studio AVL Projector Upgrade  
**DATE:** April 14, 2026

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**Budget Information**

Project:	ZT3058 Studio A & Ballroom AVL
Total Approved Project Budget:	\$140,000
Available Project Budget:	\$140,000
Requested Amount:	\$41,690.44
Funding Source:	Information System Fund, Technology and Innovation, Capital Project Support, Capital Equipment
Supplemental Budget:	n/a

**Summary of Request**

Parks and Recreation, in conjunction with Purchasing, recommends the competitive purchase of Ballroom/ Studio AVL Projector Upgrade, in the amount of \$41,690.44, to Tel Systems (Thalner Electronic Labs Inc).

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

**Background and Justification**

The current projectors in the Lincoln Ballroom and Studio A are no longer meeting the needs and expectations of our clients. This purchase will update our video projectors with high-definition, bright, crisp, clear video projections. The projectors are industry standard and have a life expectancy of 20,000 working hours.

**Procurement Process**

Purchasing solicited bids with process details as follows:

Process:	Invitation to Bid (ITB)
Issue Date:	2/12/26
Deadline Date:	3/5/26
Solicitations Obtained:	62
Bids Received:	12



**FINANCE**


**EXECUTIVE SUMMARY AND MEMORANDUM**

BIDDER	BID PRICE
Tel Systems (Thalner Electronic Labs Inc)	\$41,690.44
AVI-SPL LLC	\$46,123.00
Red Letter	\$46,245.00
Third Coast Tech	\$49,928.22
CivicBridges	\$50,408.60
VSC	\$54,158.00
AVL Systems LLC	\$56,977.79
Fantasee Integration	\$60,316.36
Pro Audio and Lighting	\$82,825.00
Moss	\$84,008.70
Metropolitan Interactive, Ltd	\$132,000.00

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


After a competitive solicitation process, Parks and Recreation is recommending an award to Tel Systems (Thalner Electronic Labs Inc) for Ballroom/ Studio AVL Projector Upgrade. Tel Systems was the lowest, qualified bidder after a review of the submitted bids.

**Prepared By:**

Signed by:  
  
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Rosette Fisher, Buyer

**Department Approval:**

DocuSigned by:  
  
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Sean Fletcher, Director Parks & Recreation

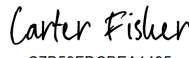
**Budget Approval:**

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Michael Kennedy, Finance Director/ Treasurer

**Corporation Counsel Approval:**

Signed by:  
  
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Carter Fisher, Corporation Counsel



## EXECUTIVE SUMMARY AND MEMORANDUM

**REQUEST:** Approval for the Finance Director to recognize and appropriate grant funding from the Michigan Arts and Culture Council Experience Support Program in the amount of \$16,000 and accept, recognize and appropriate a \$4,000 donation from Emagine Health Services in support of community-based arts and public health programming.

We request that the Finance Director be authorized to recognize \$16,000 in General Fund, Public Health, Intergovernmental Revenue, State, Other and appropriate the same amount in General Fund, Public Health, Undistributed Appropriations. It is also requested that the Finance Director be authorized to recognize and appropriate the match amount of \$4,000 being received by Emagine in the following accounts, respectively: General Fund, Public Health, Misc Revenue, Contributions, Private Sources and General Fund, Public Health, Undistributed Appropriations

**DEPARTMENT:** Public Health, Philanthropy & Grants

### **BRIEF DESCRIPTION:**

The Michigan Arts and Culture Council has awarded the City of Dearborn Department of Public Health grant funds in the amount of \$16,000 to host programming that promotes public health, art, and culture. In addition, Emagine Health Services has donated \$4,000 to the Department of Public Health to support the required local match.

This grant ties into Michigan Arts and Culture Council's greater mission to ensure that communities can enjoy the civic, economic and educational benefits of arts and culture.

**PRIOR COUNCIL ACTION:** N/A

**BACKGROUND:** The Michigan Arts and Culture Council supports initiatives that strengthen communities through arts and cultural engagement, with a focus on accessibility, equity, and community connection. This grant will allow the City of Dearborn Department of Public Health to expand programming that brings residents together through creative activities while integrating meaningful public health themes.

Through this initiative, the City will host a series of free, inclusive arts and crafts sessions designed to foster social connection, creativity, and lifelong learning. Programming will be tailored to meet the needs of seniors and individuals with disabilities, populations that often face barriers to engagement and increased risk of social isolation.

By combining arts, culture, and public health, this program creates a welcoming environment



## **EXECUTIVE SUMMARY AND MEMORANDUM**

where residents can build relationships, engage in creative expression, and access health information in an approachable and community-centered way.

### **FISCAL IMPACT:**

The City of Dearborn will receive \$16,000 in grant funding from the Michigan Arts and Culture Council. In addition, the Department of Public Health has received a \$4,000 donation from Emagine Health Services to satisfy the required local match for the project.

### **COMMUNITY IMPACT:**

This grant from the Michigan Arts and Culture Council will allow the Department of Public Health to collaborate with other city departments and community partners to host engaging, informative, and accessible programming that promotes public health, arts, and culture. Events and activities will be geared toward the general Dearborn population, as well as populations including children and families, older adults, and individuals with disabilities. These programs will provide a space for learning, creativity, and community building. Intersecting public health, arts, and culture is known to benefit mental health, increase senses of belonging, and serve as an innovative path for health communications.

### **IMPLEMENTATION TIMELINE:**

Award period goes through December 31, 2026

### **COMPLIANCE/PERFORMANCE METRICS:**

The Department of Public Health is responsible for submitting a final report covering the term, which is due within 30 days the End Date (Award Period: March 1, 2026 - December 31, 2026) The final report shall indicate the following information:

1. Project revenues and expenditures, including Matching Funds
2. Number of individuals attending or engaged during the Term
3. A narrative summary of the Project and its outcome.



## EXECUTIVE SUMMARY AND MEMORANDUM

**TO: Dearborn City Council**

**FROM: Public Health, Philanthropy & Grants**

**VIA: Mayor Abdullah H. Hammoud**

**SUBJECT: Michigan Arts and Culture Council Experience Support Grant Award and Emagine Health Services Donation**

**DATE: March 16, 2026**

**Summary of Request:** It is respectfully requested that the Finance Director be authorized to recognize \$16,000 in General Fund, Public Health, Intergovernmental Revenue, State, Other and appropriate the same amount in General Fund, Public Health, Undistributed Appropriations. It is also requested that the Finance Director be authorized to recognize and appropriate the match amount of \$4,000 being received by Emagine in the following accounts, respectively: General Fund, Public Health, Misc Revenue, Contributions, Private Sources and General Fund, Public Health, Undistributed Appropriations. The donation from Emagine will fulfill the required local match and support the programming led by the Department of Public Health.

**Background and Justification** The Michigan Arts and Culture Council invests in programs that enhance community vitality through arts and cultural engagement. This award supports the City of Dearborn's efforts to expand accessible, community-centered programming that brings residents together through creative experiences. Through this initiative, the Department of Public Health will collaborate with community partners to deliver a series of inclusive arts and crafts sessions designed to engage residents of all ages and abilities.

To support implementation of this programming and satisfy the local required match, the city has also secured a \$4,000 donation from Emagine Health Services.

It is requested that the Finance Director be authorized to recognize and appropriate these funds in the amount of \$16,000. Immediate effect is requested.



## EXECUTIVE SUMMARY AND MEMORANDUM

### Signature Page

#### Department Approval:

Signed by:

*Maria Willett*

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Maria Willett – Philanthropy & Grants Director

#### Budget Approval:

DocuSigned by:

*Michael Kennedy*

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Michael Kennedy – Chief Financial Officer

#### Corporation Counsel:

Signed by:

*J. Carter Fisher*

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J. Carter Fisher – Corporation Counsel



## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect Requested

**REQUEST:** Recognize and appropriate funds; MCOLES Community Policing Grant Award

**DEPARTMENT:** Police

**BRIEF DESCRIPTION:** This a request to accept \$100,000 in funds from the Michigan Commission on Law Enforcement Standards (MCOLES), Community Programming Project. This is a reimbursement grant with no local match required. Additionally, we request that the finance director be authorized to recognize and appropriate the monies received.

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** The Dearborn Police Department has been awarded \$100,000 in funds administered through MCOLES for community policing programs. This funding will provide for youth and citizen police academies in 2026. The academies will include virtual reality scenario-based training.

We request that the Finance Director be authorized to recognize \$100,000 in 101-2410-330.04-90, General Fund, Police Administration, Intergovernmental Revenue, State and appropriate the same in 101-2410-515.58-10 General Fund, Police Administration, Training.

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**FISCAL IMPACT:** N/A

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**COMMUNITY IMPACT:** Youth and citizen police academies strengthen the relationship between police and the community. The programs will provide residents with a greater understanding of police department functions and crime prevention efforts. Virtual reality headset training will provide participants with the unique opportunity to experience the complexity of rapidly-evolving situations that police officers often encounter. The programs enhance mutual cooperation and trust between officers and the community.

---

**IMPLEMENTATION TIMELINE:** Immediately upon approval.

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**COMPLIANCE/PERFORMANCE METRICS:** The grant will be managed by the police department in conjunction with the city's finance department.



## EXECUTIVE SUMMARY AND MEMORANDUM

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**TO:** City Council  
**FROM:** City Administration  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** MCOLES Community Policing Grant Award  
**DATE:** March 20, 2026

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### **Budget Information**

Requested Amount: \$100,000

### **Summary of Request**

We request that the Finance Director be authorized to recognize \$100,000 in 101-2410-330.04-90, General Fund, Police Administration, Intergovernmental Revenue and appropriate the same in 101-2410-515.58-10 General Fund, Police Administration, Training.

### **Background and Justification**

The Dearborn Police Department has been awarded \$100,000 in funds administered through MCOLES for community policing programs. The grant funding will provide for youth and citizen police academies. The academies will include virtual reality scenario-based training.

Youth and citizen police academies will provide residents with a greater understanding of various police department services. Virtual reality headset training will allow residents to engage in rapidly-evolving scenarios that police officers often encounter. Guided discussions will explore participants perceptions, expectations, and takeaways. There will be meaningful dialogue regarding de-escalation principles in community-police interactions. This experience allows for greater transparency and understanding of officer decision-making under stress. The academies are intended to enhance mutual cooperation and trust between officers and the community.



# EXECUTIVE SUMMARY AND MEMORANDUM

## Signature Page

### Prepared By:

Signed by: Andrew Galuszka [ Initial MB ]  
Andrew Galuszka, Police Lieutenant

### Department Approval:

DocuSigned by: Issa Shahin  
Issa Shahin, Police Chief

### Budget Approval:

DocuSigned by: Michael Kennedy [ DS MHA ]  
Michael Kennedy, Finance Director/Treasurer

### Philanthropy and Grants:

Signed by: Maria Willett  
Maria Willett, Director of Philanthropy & Grants



## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect Requested

**REQUEST:** Recognize and appropriate funds; MCOLES Public Safety Academy Assistance Program

**DEPARTMENT:** Police

**BRIEF DESCRIPTION:** This a request to accept funds from the Michigan Commission on Law Enforcement Standards (MCOLES), Public Safety Academy Assistance Program, in the amount of \$120,000. A local match is not required. Additionally, we request that the finance director be authorized to recognize and appropriate the monies received.

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** The Dearborn Police Department has been awarded \$120,000 in funds from the MCOLES Public Safety Academy Assistance Program. The funding will be utilized to offset wages and other costs associated with six newly hired police recruits attending the Oakland Police Academy. A local match is not required.

We request that the Finance Director be authorized to recognize \$120,000 in 101-2410-330.04-90, General Fund - Police Administration - Intergovernmental Revenue - State and appropriate the same in 101-2410-511.10-10 General Fund - Police Administration – Salary & Wages.

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**FISCAL IMPACT:** N/A

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**COMMUNITY IMPACT:** The grant funding offsets local costs associated with police recruits attending a police academy.

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**IMPLEMENTATION TIMELINE:** Immediately upon approval.

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**COMPLIANCE/PERFORMANCE METRICS:** The grant will be managed by the police department in conjunction with the city's finance department.



# EXECUTIVE SUMMARY AND MEMORANDUM

**TO: City Council**

**FROM: City Administration**

**VIA: Mayor Abdullah H. Hammoud**

**SUBJECT: MCOLES Public Safety Academy Assistance Program Grant**

**DATE: February 25, 2026**

## Summary of Request

We request that the Finance Director be authorized to recognize \$120,000 in 101-2410-330.04-90, General Fund - Police Administration - Intergovernmental Revenue - State and appropriate the same in 101-2410-511.10-10 General Fund - Police Administration – Salary & Wages.

## Background and Justification

The Dearborn Police Department has been awarded \$120,000 in funds from the MCOLES Public Safety Academy Assistance program. The funding will be utilized to offset wages and other costs associated with six newly hired police recruits attending the Oakland Police Academy. A local match is not required.

## Signature Page

### Prepared By:

Signed by:  [ Initial MB ]

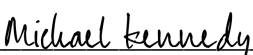
Andrew Galuszka, Police Lieutenant

### Department Approval:

DocuSigned by:  [ Initial IS ]


Issa Shaheen, Police Chief

### Budget Approval:

DocuSigned by:  [ DS MHA ]

Michael Kennedy, Finance Director/Treasurer

### Philanthropy and Grants:

Signed by:  [ Initial MW ]

Maria Willett, Director of Philanthropy & Grants



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect Requested

**REQUEST:** Award of Contract for Lead Water Service Replacement – Contract 4 – (Dearborn Job No. 2019-026)

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

**BRIEF DESCRIPTION:** Award contract to Super Construction LLC., which submitted the lowest responsive responsible bid for Lead Water Service Replacement - Contract 4.

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### PRIOR COUNCIL ACTION:

- CR 4-201-25: Approved contract with C&P Construction for lead lines in the amount of \$1,864,750.00.
- CR 7-338-23: Approved contract with Major Contracting Group for lead lines in the amount of \$1,692,250.00.
- CR 11-507-19 and CR 12-516-21: Approved contract with C & P Construction for lead lines in the amount of \$2,112,187.00.

---

### BACKGROUND:

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

---

### FISCAL IMPACT:

- \$1,966,560.00 requested with a contingency amount of \$90,000.00.

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### COMMUNITY IMPACT:

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

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### IMPLEMENTATION TIMELINE:

Project will begin as soon as contract is executed.

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**COMPLIANCE/PERFORMANCE METRICS:** Contract will be monitored by the Engineering project team.



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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**TO:** City Council

**FROM:** City Administration

**VIA:** Mayor Abdullah H. Hammoud

**SUBJECT:** Award of Contract for Lead Water Service Replacement - Contract 4 (Dearborn Job No. 2019-026)

**DATE:** March 27, 2026

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### Budget Information

Project:	P54900, Lead Water Line Replacement
Total Approved Project Budget:	\$9,214,133
Available Project Budget:	\$2,588,205
Requested Amount:	\$1,966,560
Contingency Amount:	\$90,000
Funding Source:	Water Fund, Water Supply Division, Capital Project Support
Supplemental Budget:	N/A

### Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities/Engineering Division, recommends the award of a Contract for Lead Water Service Line Replacement to Super Construction, LLC, which submitted the lowest responsive and responsible bid.

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

### Background and Justification

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

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



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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We have scheduled to address “LWSL” at 440 locations by placing copper tubing between the sidewalk and at least 18 inches inside the basement (up to the water meter in most cases) for the houses along the streets named below. The water mains at these streets were replaced between 1995 and 2014.

- Alexandrine – South Reginald to South Military
- Barrie – Donald to Warren
- Bingham – Ford Road to Warren
- Buckingham – North Martha to Sussex
- Burger – Doxtator to Ford Road
- Detroit – Nowlin to Audette
- Gregory – Beech to Elmdale
- Hickory – Westwood to Bailey
- Homeplace – Scott to Oxford
- Hubbell – Doxtator to Ford Road
- North Waverly – Cherry Hill to North of Sheridan
- Orchard – Ruby to North of Blesser
- Payne – Donald to Gould
- Riverside – Ferney to Salina

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

- |  |                     |
|--|---------------------|
| • 430 locations of 1” through basement wall and/or basement floor slab   | \$3,775.00/location |
| • 6 locations of 3/4” through basement wall and/or basement floor slab   | \$3,775.00/location |
| • 4 locations of 1-1/2” through basement wall and/or basement floor slab | \$4,500.00/location |

### **Procurement Process**

Purchasing solicited bids with process details as follows:

Process:	Invitation to Bid
Issue Date:	February 4, 2026
Deadline Date:	March 18, 2026
Vendors Solicited:	661
Solicitations Obtained:	78
Bids Received:	10

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



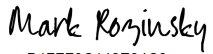
**FINANCE**

**EXECUTIVE SUMMARY AND MEMORANDUM**


BIDDER	TOTAL BID
Super Construction LLC	\$1,966,560
Eminent Excavating	\$2,046,250
Major Contracting Group Inc.	\$2,060,000
Bricco Excavating	\$2,064,330
C&P Construction	\$2,164,150
All Seasons Underground Co	\$2,337,300
Murphy Pipeline Contractors	\$2,952,189
LGC Global	\$3,139,213
Five Star Energy Services	\$3,331,400
Precision Pipeline	\$5,206,000

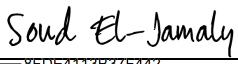
The procurement process was in accordance with the Procurement Ordinance and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

**Prepared By:**

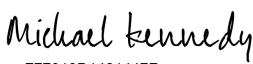
DocuSigned by:  
  
 D17FF6C142E34C3...  
 Mark Rozinsky, Purchasing Manager

**Department Approval:**

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

DocuSigned by:  
  
 8FDEA113B37F442...  
 Soud El-Jamaly, City Engineer

**Budget Approval:**

DocuSigned by:  
  
 F77818D1421447F...  
 Michael Kennedy, Finance Director/Treasurer

DS  


**Corporation Counsel Approval:**

Signed by:  
  
 C7B59FDCBEA1495...  
 J. Carter Fisher, Corporation Counsel



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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**REQUEST:** Award of contract for **Trimble Inc. Annual Maintenance Agreement.**

**DEPARTMENT:** Department of Public Works & Facilities, In Conjunction with Purchasing

**BRIEF DESCRIPTION:** Cityworks was acquired by Trimble Inc. in 2025. Following this acquisition, Trimble announced a timeline for phasing out support for various versions of Cityworks. The City's current version, Cityworks 15.8.9, was identified as the first to reach end-of-support status, with support discontinued immediately. As a replacement, Trimble is offering Trimble Unity Maintain, a cloud-based solution. This contract will cost \$422,402.39 for a 3-year term ending 06/30/2029.

Trimble Unity Maintain (Asset Management System) is a cloud-based software platform that allows for the tracking of operations and maintenance activity via work orders, service requests, and inspections. The software provides analytics through custom reports and queries and integrates with the City's Geographic Information System to relate work activities to the City's infrastructure and facilities.

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### **PRIOR COUNCIL ACTION:**

The original purchase of the software and maintenance was authorized by council resolution 10-680-09. The 3-year maintenance agreements have been authorized on council resolutions 1-13-13, 3-131-16, 1-16-19, 2-126-22.

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**BACKGROUND:** Trimble Unity Maintain is cloud-based software to be heavily used by the Water, Sewer, Public Service, Building Maintenance and Engineering Departments for submitting and tracking Service Requests, Inspections, and work orders via web browser or the Trimble Unity mobile application. Tracking includes time to complete, equipment costs, materials cost, labor costs etc.

This tracking allows for analytics to be done via Trimble Unity Maintain extensions and/or ESRI GIS web applications, maps and dashboards. Webhooks allow for automatic notification emails that are triggered by events in Trimble Unity Maintain, such as the creation of a work orders, service requests, or inspections.

With the purchase of the service request API, the Citizen Problem Reporter was established to allow Community Relations and residents to directly submit service requests through an ESRI web map application that is then sent to Trimble Unity Maintain, and then the appropriate maintenance department.

With the purchase of an additional work order API, Trimble Unity Maintain can be integrated into the city's ERP system allowing departments to submit work orders through BS&A.

There are currently approximately 130 logins/user accounts including general accounts for every city department for creating and tracking internal work orders.

The current Cityworks database has work orders, service requests, and inspections dating back to January 1st, 2019 which will be migrated to Trimble Unity Maintain.



## FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### FISCAL IMPACT:

- Software license and maintenance budgeted since 2009.
    - Year 1 (07/01/2026 – 06/30/2027): \$136,660.00
    - Year 2 (07/01/2027 – 06/30/2028): \$140,759.80
    - Year 3 (07/01/2028 – 06/30/2029): \$144,982.59
- 

### COMMUNITY IMPACT:

- Increases operational efficiency by allowing for paperless record keeping.
  - Aids in planning for future maintenance activities by documenting work history on assets.
  - Allows staff to be better informed by providing repository for department information.
- 

### IMPLEMENTATION TIMELINE:

Maintenance agreement is for continuing use of current CMMS software. Current Cityworks license agreement is set to expire on 06/30/2026.

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### COMPLIANCE/PERFORMANCE METRICS:

The software has been used to calculate figures for KPIs (Key Performance Indicators) and track data relating to State mandated programs, such as the lead service line replacement program. EGLE requires water systems to have an asset management program.



**FINANCE**

**EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO: City Council**  
**FROM: City Administration**  
**VIA: Mayor Abdullah H. Hammoud**  
**SUBJECT: Award of Contract for Annual Maintenance on Trimble Unity Maintain Software**  
**DATE: March 27, 2026**

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**Budget Information**

Proposed FY2027 Budget: \$252,250  
 Requested Amount: \$422,402.39 (future years pending budget adoptions)  
 Funding Source: Water Fund, Engineering, Contractual Services  
 Supplemental Budget: N/A

**Summary of Request**

Purchasing, on behalf of the Department of Public Works & Facilities, recommends the sole source purchase of annual maintenance for Cityworks software from Trimble, which has provided this service for the City in the past. This is a 3-year maintenance agreement will expire 06/30/2029.

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

**Background and Justification**

This purchase is for annual maintenance on the Cityworks computerized maintenance management system provided by Azteca Systems, Inc. The original purchase of the software and maintenance was authorized by Council Resolution 10-680-09. Council Resolutions 1-13-13, 3-131-16, 1-16-19, and 2-126-22 authorized three-year maintenance agreements.

This software system allows for the water and sewer divisions to plan, schedule, and record the maintenance activities on their assets. This software will continue to bring technological improvements to the field for more efficient work flows and accurate data capture, ensuring quality customer service.

**Process**

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



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Prepared By:

DocuSigned by:  
*Mark Rozinsky*  
D17FF9C148E54C3  
Mark Rozinsky, Purchasing Manager

### Budget Approval:

DocuSigned by:  
*Michael Kennedy*  
F77919D14211471  
Michael Kennedy, Finance Director/Treasurer

### Department Approval:

DocuSigned by:  
*Tim Hawkins*  
33894C88E1090  
Tim Hawkins, Director, Public Works & Facilities

### Corporation Counsel Approval:

Signed by:  
*J. Carter Fisher*  
C458FDC8E1189  
J. Carter Fisher, Corporation Counsel



## EXECUTIVE SUMMARY

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**REQUEST:** Request to accept and recognize funding from the America250MI History Grant Program for the Dearborn Historical Museum's *Reinvesting in the Pioneer Schoolroom* project. Funding will support the renovation and reinterpretation of the museum's one-room schoolhouse exhibit space. The project includes a total participating cost of \$31,250, with \$25,000 in America250MI History Grant funds and a required local match of \$6,250.

Project I40526 has been created for this renovation. We request that the Finance Director be authorized to recognize \$25,000 in Facilities Fund, Intergovernmental Revenue, State, Other and appropriate the same amount in Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation. It is also requested that the Finance Director be authorized to recognize and appropriate the match amount of \$6,250 being received by the Museum Guild in the following accounts, respectively: Facilities Fund, Misc Revenues, Contributions, Private Sources and Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation.

**DEPARTMENTS:** Dearborn Historical Museum, Philanthropy & Grants

**BRIEF DESCRIPTION:** The Reinvesting in the Pioneer Schoolroom project will renovate and reinterpret a historically significant one-room schoolhouse exhibit at the Dearborn Historical Museum. Improvements will include updated flooring, lighting, and interior finishes to enhance accessibility and usability, along with a historically accurate redesign based on archival research. The space supports the museum's long-standing Pioneer School Program, which serves approximately 1,500–1,700 third-grade students annually through immersive, hands-on learning experiences focused on Michigan and Dearborn history.

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**PRIOR COUNCIL ACTION:** N/A

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**BACKGROUND:** The Pioneer Schoolroom is a central component of the Dearborn Historical Museum's educational programming and has not undergone significant updates since at least the 1960s. The current space presents physical limitations, including outdated lighting and uneven flooring, which impact accessibility and the overall learning environment.

This project will transform the space into a historically accurate and inclusive representation of a 19th-century Michigan classroom (circa 1830–1900), incorporating archival materials and research specific to Dearborn and the broader region. The updated interpretive approach will expand historical narratives to include Indigenous history, specifically the Anishnaabe nations of



the Odawa, Ojibway, and Potawatomi, as well as the experiences of early immigrant communities in Dearborn.

By improving both the physical environment and interpretive content, the project will strengthen the museum's role as a key educational partner to Dearborn Public Schools and enhance its ability to deliver place-based history education.

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**FISCAL IMPACT:** Total participating project cost is \$31,250. America250MI History Grant funds will cover \$25,000, and the City is required to provide a minimum 15% local match of \$6,250 (cash, non-federal). The required local match for this project will be provided by the City of Dearborn through the Museum Guild of Dearborn.

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**COMMUNITY IMPACT:** This project will enhance access to high-quality, immersive history education for thousands of Dearborn students and residents. Improvements will ensure the space is accessible, engaging, and reflective of the community's diverse historical narratives. The renovated schoolroom will provide a more inclusive and accurate learning environment that connects students to Michigan's past while fostering a stronger sense of place and identity.

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**IMPLEMENTATION TIMELINE:**

Spring 2026: Archival research and exhibit design

June 2026: Begin demolition and installation phase (post-Pioneer School Program season)

Late 2026: Construction and installation completion

Spring 2027: Launch of renovated Pioneer Schoolroom for program use

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**COMPLIANCE/PERFORMANCE METRICS:** Success will be measured by completion of the renovated and accessible schoolroom, implementation of updated interpretive materials, and continued annual participation of approximately 1,500–1,700 students in the Pioneer School Program. Additional metrics include educator and volunteer feedback, improved accessibility, and enhanced student engagement during program activities.



**TO: Dearborn City Council**

**FROM: Dearborn Historical Museum, Philanthropy & Grants**

**SUBJECT: America250MI History Grant Award – Reinvesting in the Pioneer Schoolroom**

**DATE: March 27, 2026**

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**Summary of Request**

Approval is requested to accept and recognize funding from the America250MI History Grant Program for the Dearborn Historical Museum's Reinvesting in the Pioneer Schoolroom project. This funding will support the renovation and reinterpretation of a key educational exhibit space used by the Pioneer School Program, which serves approximately 1,500–1,700 third-grade students annually.

Project I40526 has been created for this renovation. We request that the Finance Director be authorized to recognize \$25,000 in Facilities Fund, Intergovernmental Revenue, State, Other and appropriate the same amount in Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation in Project I40526. It is also requested that the Finance Director be authorized to recognize and appropriate the match amount of \$6,250 being received by the Museum Guild in the following accounts, respectively: Facilities Fund, Misc Revenues, Contributions, Private Sources and Facilities Fund, Historical Commission, Public Works, Capital Project Support, Undistributed Appropriation in Project I40526.

**Background and Justification**

The Pioneer Schoolroom is one of the Dearborn Historical Museum's most impactful interpretive spaces, offering students a hands-on opportunity to experience what education was like in 19th-century Michigan. Despite its importance, the space has not been significantly updated in decades and no longer meets modern accessibility or interpretive standards.

This project will address these challenges through a comprehensive renovation that includes improved flooring, lighting, and interior finishes, as well as a historically accurate reinterpretation informed by archival research. The redesigned classroom will reflect one-room schoolhouses from approximately 1830 to 1900 and incorporate inclusive narratives that highlight Indigenous history and the experiences of immigrant communities in Dearborn.

The investment will ensure that the Pioneer School Program remains sustainable, engaging, and aligned with current educational standards while preserving and elevating an important piece of Michigan's history.

**Immediate effect is requested.**



**Philanthropy  
and Grants**

**MEMORANDUM**

**Department Approval:**

Signed by:

*Maria Willett*

5F7C82870E294AB...

Maria Willett – Philanthropy & Grants Director

**Department Approval:**

DocuSigned by:

*Jack Tate*

76312C191982495...

Jack Tate – Dearborn Historical Museum

**Budget Approval:**

<sup>DS</sup>  
*MHA*

DocuSigned by:

*Michael Kennedy*

F77919D1421447E...

Michael Kennedy – Chief Financial Officer

**Corporation Counsel:**

Signed by:

*J. Carter Fisher*

C7B69FDGBEA1495...

J. Carter Fisher – Corporation Counsel

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## OFFICE OF THE 35<sup>TH</sup> CITY COUNCIL

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### RESOLUTION RECOGNIZING AUTISM ACCEPTANCE MONTH – APRIL 2026

**WHEREAS**, Autism Spectrum Disorder (ASD) is a neurological and developmental condition that affects communication, behavior, and social interaction, impacting individuals and families across all communities; and

**WHEREAS**, increased awareness and improved diagnostic practices have led to a greater understanding of autism, with current estimates indicating that approximately 1 in 36 children in the United States are identified with autism, according to the Centers for Disease Control and Prevention; and

**WHEREAS**, while there is no single known cause or cure for autism, research has demonstrated that early intervention and access to appropriate supports can significantly improve outcomes and quality of life for individuals on the autism spectrum; and

**WHEREAS**, individuals with autism may benefit from lifelong access to services, supports, and inclusive opportunities that promote their health, independence, and ability to reach their full potential, while also supporting families and caregivers; and

**WHEREAS**, individuals with autism contribute meaningfully to our schools, workplaces, and communities, bringing unique perspectives, talents, and strengths that enrich our society; and

**WHEREAS**, the City of Dearborn is proud to support local efforts to promote autism awareness and acceptance, including initiatives led by organizations such as Blue Hands United, in partnership with the Dearborn Police and Fire Departments, to educate the public, support families, and foster a more inclusive community; and

**WHEREAS**, the observance of Autism Acceptance Month reflects a growing commitment to move beyond awareness toward inclusion, respect, and full participation for individuals on the autism spectrum; now, therefore, be it

**RESOLVED**, that the 35th Dearborn City Council hereby proclaims April 2026 as Autism Acceptance Month in the City of Dearborn, and encourages all residents, businesses, and institutions to promote understanding, inclusion, and support for individuals with autism; be it further

**RESOLVED**, that this observance be brought to the attention of all City employees, residents, and members of the business community in recognition of the importance of building a more inclusive and supportive Dearborn for all.

A handwritten signature in black ink, appearing to read "Michael T. Sareini".

Michael T. Sareini  
Council President

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**OFFICE OF THE 35<sup>TH</sup> CITY COUNCIL**

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**RESOLUTION RECOGNIZING NATIONAL ARAB AMERICAN HERITAGE MONTH – APRIL 2026:**

**WHEREAS**, in 2017, the nonprofit media and educational organization Arab America Foundation, in partnership with Arab America, initiated a national effort to designate the month of April as National Arab American Heritage Month; and

**WHEREAS**, in 2019, Gretchen Whitmer, Governor of the State of Michigan, officially proclaimed April as National Arab American Heritage Month in Michigan; and

**WHEREAS**, in 2021, National Arab American Heritage Month received national recognition through a presidential acknowledgment by Joe Biden, along with support from the U.S. Department of State, members of Congress, and governors across the country; and

**WHEREAS**, the month of April provides an opportunity to recognize and celebrate the rich cultural heritage, history, and contributions of Arab Americans to the United States; and

**WHEREAS**, Arab Americans have made significant contributions across numerous fields, including science, public service, education, and the arts, exemplified by individuals such as Farouk El-Baz, a lead geologist for NASA's Apollo space program; Ahmed Zewail, Nobel Laureate in Chemistry; and Donna Shalala, the first Lebanese American to serve in a United States Cabinet position; and

**WHEREAS**, the City of Dearborn, recognized as the hometown of Henry Ford, is also home to one of the largest and most diverse Arab American communities in the United States; and

**WHEREAS**, the contributions and civic engagement of Arab Americans have greatly enriched the cultural, economic, and social fabric of the City of Dearborn; and

**WHEREAS**, it is important to recognize, honor, and promote a greater understanding of the heritage and contributions of Arab Americans within our community and across the nation; now, therefore, be it

**RESOLVED**, that the 35th Dearborn City Council hereby proclaims April 2026 as National Arab American Heritage Month in the City of Dearborn, and encourages all residents to celebrate and recognize the enduring contributions and cultural heritage of Arab Americans;

**BE IT FURTHER RESOLVED**, that this resolution be entered into the official records of the City of Dearborn and shared with the community in recognition of this observance. Adopted this 14th day of April, 2026.

A handwritten signature in black ink, appearing to read 'M. Sareini', with a stylized flourish at the end.

Michael T. Sareini  
Council President

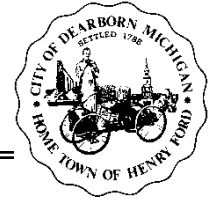
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## OFFICE OF THE 35<sup>TH</sup> CITY COUNCIL

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To: City Clerk  
From: City Council  
Date: April 2, 2026  
Subject: Sympathy Resolution- Ganelle Shooshanian

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By Council President supported unanimously.

WHEREAS: The Council has learned with sorrow of the passing of Ganelle Shooshanian and;

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

RESOLVED: That the members of the 35th Council of the City of Dearborn here assembled, hereby sincerely extend and offer in this sad hour of bereavement, heartfelt sympathy and condolences to the family of the deceased.

Next of kin:

Mark Shooshanian

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# OFFICE OF THE 35<sup>TH</sup> CITY COUNCIL

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## RESOLUTION RECOGNIZING SOCIAL WORK MONTH – MARCH 2026

**WHEREAS**, social workers enter the profession with a deep commitment to empowering individuals, families, and communities to overcome challenges and achieve their full potential; and

**WHEREAS**, for more than a century, social workers have advanced human well-being and helped meet the basic needs of people across our nation; and

**WHEREAS**, social workers adhere to a professional Code of Ethics that calls for the pursuit of social justice and the recognition of the dignity and worth of every individual; and

**WHEREAS**, social workers positively impact the lives of millions of Americans each day, serving in schools, hospitals, the military, child welfare agencies, community organizations, and at all levels of government; and

**WHEREAS**, there are more than 800,000 social workers in the United States, making the profession one of the largest and fastest-growing in the nation; and

**WHEREAS**, social workers are the largest group of mental health providers in the United States, helping individuals and families address challenges such as depression, anxiety, and other mental health conditions; and

**WHEREAS**, social workers are on the front lines of critical public health issues, including the opioid crisis, connecting individuals to treatment and supporting recovery from substance use disorders; and

**WHEREAS**, social workers play a vital role in helping individuals and communities navigate grief, respond to crises, and recover from natural disasters; and

**WHEREAS**, social workers advocate for policies and programs that strengthen communities, promote equity, and expand access to essential services, including efforts to address poverty, hunger, and homelessness; and

**WHEREAS**, the 2026 Social Work Month theme, “**Social Workers: Uplift. Defend. Transform.**”, reflects the profession’s commitment to supporting individuals, protecting vulnerable populations, and driving meaningful, lasting change in our society; now, therefore, be it

**RESOLVED**, that the 35th Dearborn City Council hereby proclaims March 2026 as Social Work Month in the City of Dearborn, in recognition of the invaluable contributions of social workers; be it further resolved

**RESOLVED**, that all residents are encouraged to acknowledge and celebrate the vital role social workers play in strengthening our community and improving the quality of life for all. Adopted this 28th day of March, 2026.

A handwritten signature in black ink, appearing to read 'Michael T. Sareini', with a stylized flourish at the end.

Michael T. Sareini  
Council President





**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

**REQUEST:** Request to approve a Brownfield Plan and Reimbursement Agreement for the redevelopment of 15625 Lundy Parkway, as presented by the Economic Development Department, and to further authorize the Mayor to execute the Reimbursement Agreement and all necessary documents. Immediate effect is requested.

**DEPARTMENT:** Economic Development

**BRIEF DESCRIPTION:** A development team representing ownership and operating partners for 15625 Lundy Parkway has prepared and submitted a Brownfield Plan requesting tax incentive support via Brownfield Tax Increment Financing (TIF) reimbursement for eligible redevelopment expenses. The project will result in the redevelopment of vacant land into 111 townhomes with green space and associated amenities for residents.

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### **PRIOR COUNCIL ACTION:**

1/27/26 - Study Session

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### **BACKGROUND:**

A development team representing ownership and operating partners for 15625 Lundy Parkway has prepared and submitted a Brownfield Plan requesting tax incentive support via Brownfield Tax Increment Financing (TIF) reimbursement for eligible redevelopment expenses. The project will result in the redevelopment of vacant land into 111 townhomes with green space and associated amenities for residents. The project has received all land use approvals and the Dearborn Brownfield Redevelopment Authority (BRA) approved the Brownfield Plan, subject to review and approval by City Council, on January 20, 2026. The project represents a \$31M+ private investment.

The proposed Brownfield Plan will provide needed financial stability to enable the project to sustain itself in the long-term, and is consistent with the housing needs identified in the City's BRA-funded Housing Market Analysis completed in 2025. The proposed Reimbursement Agreement also factored in key feedback from City Council at its January 27, 2026 Study Session. Major provisions of the Agreement include:

1. Binding commitment, which continues in perpetuity after the reimbursement period expires, to manage the Homeowners' Association for the property and assume responsibility for property maintenance and adherence to all applicable regulations, with emphasis on landscaping, snow removal, and upkeep of any private drives/roadways serving the property while encapsulating all other regulations such as sanitation and other local ordinances.
2. Conversion of 49% of all units from rental to owner-occupied starting in year 18 of the incentive period and concluding before the developer reimbursement period ends.
3. Payment of up to \$60K per year for any public safety or public works costs incurred by the City in excess of the amounts otherwise covered by Brownfield Plan revenue.

The Developer is seeking a Brownfield Plan providing tax increment financing for a total of 28 years. Following local approval of the Brownfield Plan by City Council, the Developer would seek state approval for TIF reimbursement via the capture of non-local taxes. If approved, the Developer receives reimbursement payments annually, less administrative fees/state capture.



## **EXECUTIVE SUMMARY AND MEMORANDUM**

The Brownfield Plan request is structured as follows:

<i>Maximum Eligible Expenses:</i>	\$ 11,459,064
<i>Requested Plan Duration:</i>	28 Years
<i>Est. Total Local TIF Capture:</i>	\$ 7,251,393
<i>Est. Total State TIF Capture (if approved by MSHDA):</i>	\$ 4,207,671

The “Fiscal Impact” section of this memo provides a summary of the total fiscal impact over the life of the project to the City. Awarding incentives to this project will not reduce revenue coming into the City. In fact, during the incentive period, the project will generate the following revenue for the City on an annual basis:

- \$45,280 per year in local taxes paid to the City
- \$27,562 per year average in Brownfield-specific administrative fees
- \$60,000 per year maximum to cover public safety service costs that exceed the plan estimates
- \$140,508 in local revolving fund capture in year 25 of the incentive period
- \$461,449 per year average in local revolving fund capture for years 26-28 of the incentive period

The Department believes that the project provides a strong net benefit to the City and as such respectfully requests that City Council approve the brownfield plan and reimbursement agreement.

### **FISCAL IMPACT:**

The project will, at minimum, generate sufficient revenue and benefit during the incentive period to be cost neutral to the City, and will be a long-term revenue generator for the City following the incentive period. During the incentive period, the project will continue to pay baseline (pre-project) taxes as well as administrative fees, revolving fund capture, and up to \$60K annually for public safety service costs beyond plan estimates. In total, the project is expected to generate \$5,678,332 in revenue to the City over the life of the incentive period compared to an estimated total service cost of \$4,988,813.

### **COMMUNITY IMPACT:**

This project will convert vacant land into high quality housing that is needed to accommodate Dearborn’s growing population. The City’s 2025 Housing Market Analysis identified that 1,500 housing units are needed by 2035, and this project will generate significant progress toward that goal while also diversifying the housing stock in the City and creating more opportunities for Dearborn residents to live close to their places of employment and other amenities.

### **IMPLEMENTATION TIMELINE:**

The developer anticipates breaking ground in 2026 and completing construction in 2027-2028.

### **COMPLIANCE/PERFORMANCE METRICS:**

The Economic Development Department will ensure compliance with the terms of the brownfield plan and reimbursement agreement.



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

**TO: City Council**  
**FROM: Jordan Twardy, Director of Economic Development**  
**VIA: Mayor Abdullah H. Hammoud**  
**SUBJECT: Brownfield Plan and Reimbursement Agreement for 15625 Lundy Parkway**  
**DATE: April 14, 2026 (April 9, 2026 COW)**

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### **Summary of Request**

Request to approve a Brownfield Plan and Reimbursement Agreement for the redevelopment of 15625 Lundy Parkway, as presented by the Economic Development Department, and to further authorize the Mayor to execute the Reimbursement Agreement and all necessary documents.

Immediate effect is requested.

### **Background and Justification**

A development team representing ownership and operating partners for 15625 Lundy Parkway has prepared and submitted a Brownfield Plan requesting tax incentive support via Brownfield Tax Increment Financing (TIF) reimbursement for eligible redevelopment expenses. The project will result in the redevelopment of vacant land into 111 townhomes with green space and associated amenities for residents. The project has received all land use approvals and the Dearborn Brownfield Redevelopment Authority (BRA) approved the Brownfield Plan, subject to review and approval by City Council, on January 20, 2026. The project represents a \$31M+ private investment.

The proposed Brownfield Plan will provide needed financial stability to enable the project to sustain itself in the long-term, and is consistent with the housing needs identified in the City's BRA-funded Housing Market Analysis completed in 2025. The proposed Reimbursement Agreement also factored in key feedback from City Council at its January 27, 2026 Study Session. Major provisions of the Agreement include:

4. Binding commitment, which continues in perpetuity after the reimbursement period expires, to manage the Homeowners' Association for the property and assume responsibility for property maintenance and adherence to all applicable regulations, with emphasis on landscaping, snow removal, and upkeep of any private drives/roadways serving the property while encapsulating all other regulations such as sanitation and other local ordinances.
5. Conversion of 49% of all units from rental to owner-occupied starting in year 18 of the incentive period and concluding before the developer reimbursement period ends.
6. Payment of up to \$60K per year for any public safety or public works costs incurred by the City in excess of the amounts otherwise covered by Brownfield Plan revenue.

The Developer is seeking a Brownfield Plan providing tax increment financing for a total of 28 years. Following local approval of the Brownfield Plan by City Council, the Developer would seek state approval for TIF reimbursement via the capture of non-local taxes. If approved, the Developer receives reimbursement payments annually, less administrative fees/state capture.

The Brownfield Plan request is structured as follows:



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

<i>Maximum Eligible Expenses:</i>	<b>\$ 11,459,064</b>
<i>Requested Plan Duration:</i>	<b>28 Years</b>
<i>Est. Total Local TIF Capture:</i>	<b>\$ 7,251,393</b>
<i>Est. Total State TIF Capture (if approved by MSHDA):</i>	<b>\$ 4,207,671</b>

### Financial Analysis

Awarding incentives to this project will not reduce revenue coming into the City. In fact, during the incentive period, the project will generate the following revenue for the City on an annual basis:

- \$45,280 per year in local taxes paid to the City
- \$27,562 per year average in Brownfield-specific administrative fees
- \$60,000 per year maximum to cover public safety service costs that exceed the plan estimates
- \$140,508 in local revolving fund capture in year 25 of the incentive period
- \$461,449 per year average in local revolving fund capture for years 26-28 of the incentive period

The Plan and associated Developer submittals have been reviewed by Economic Development, Assessing, and Finance staff, with input from additional relevant City Departments (DPW, Fire, Police) on potential City service impacts. The Economic Development Department reviewed the submitted materials, evaluating the Developer’s financials and projections for City service impacts and tax revenue implications during the proposed incentive period. The review considered market conditions, and input from relevant departments on service cost.

The project will, at minimum, generate sufficient revenue and benefit during the incentive period to be cost neutral to the City, and will be a long-term revenue generator for the City following the incentive period. During the incentive period, the project will continue to pay baseline (pre-project) taxes as well as administrative fees, revolving fund capture, and up to \$60K annually for public safety service costs beyond plan estimates. In total, the project is expected to generate \$5,678,332 in revenue to the City over the life of the incentive period compared to an estimated total service cost of \$4,988,813.

The Department believes that the project provides a strong net benefit to the City and as such respectfully requests that City Council approve the brownfield plan and reimbursement agreement.

### **COUNCIL RESOLUTION**

:

WHEREAS, the developers of 15625 Lundy Parkway are seeking incentive support through Brownfield Tax Increment Financing to enable revitalization of this underutilized property and provision of additional, needed housing to the community; and



## **EXECUTIVE SUMMARY AND MEMORANDUM**

WHEREAS, providing new, high quality housing and associated amenities will accommodate Dearborn’s rapidly growing population and increase opportunities for growing families to stay in Dearborn and help employers attract talent that wants to live close to their job and other amenities such as parks and schools; and

WHEREAS, Brownfield incentive support will enable the revitalization of this property to be economically feasible while generating tangible benefits to the community; and

WHEREAS, at a meeting held on January 20, 2026, the Dearborn Brownfield Redevelopment Authority (the “Authority”), pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the “Act”), has reviewed and approved a Brownfield Plan (the “Plan”) pursuant to and in accordance with Section 13 of the Act, subject to the review and approval by City Council of the Plan and a Reimbursement Agreement for the Plan; and

WHEREAS, the City has, at least ten (10) days before the meeting of the City Council at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions (the “Taxing Jurisdictions”) which are affected by the Financing Plan about the fiscal and economic implications of the proposed Financing Plan, and the City has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Financing Plan in accordance with Sections 14(4) and (5) of the Act; and

WHEREAS, the City has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets the requirements for a Brownfield Plan set forth in Section 13 of the Act;
- C. The proposed method of financing the eligible activities, as described in the Plan, is feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act;
- E. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of its review of the Plan and Reimbursement Agreement, upon consideration of the views and recommendations of the Taxing Jurisdictions, the City Council wishes to approve the Plan and Reimbursement Agreement.



# EXECUTIVE SUMMARY AND MEMORANDUM

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Plan and Reimbursement Agreement Approval.** Pursuant to the authority vested in the **City Council** by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan and Reimbursement Agreement are hereby approved in the form attached as Exhibits “A” and “B” to this Resolution. A reference copy of the final Plan and Reimbursement Agreement shall be provided to the Dearborn Brownfield Redevelopment Authority.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed. UPON A VOTE FOR THE ADOPTION OF SAID RESOLUTION, THE VOTE WAS: AYES:    NAYES:    ABSTAINED:

RESOLUTION DECLARED ADOPTED. STATE OF MICHIGAN COUNTY OF WAYNE ) )ss. )  
 I, the undersigned, the duly qualified and acting Clerk of the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the **Dearborn City Council** at a regular meeting held on the **14th** day of **April, 2026**, the original of which resolution is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Pubic Acts of 1976, including the case of a special or rescheduled meeting, notice by posting at least 18 hours prior to the time set for said meeting. IT WITNESS WHEREOF, I have hereunto set my official signature, this \_\_\_\_\_ day of \_\_\_\_\_ [month], \_\_\_\_\_ [year].  
 \_\_\_\_\_ CLERK \_\_\_\_\_ OF \_\_\_\_\_

**Signature Page**



**ECONOMIC  
DEVELOPMENT**

## EXECUTIVE SUMMARY AND MEMORANDUM

DocuSigned by:

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1C7ADC7466A843C...

Jordan Twardy

Economic Development Director

Signed by:

Handwritten signature of J. Carter Fisher in black ink.

C7B59FDCBEA1495...

J. Carter Fisher

Corporation Counsel

DocuSigned by:

Handwritten signature of Michael Kennedy in black ink.

F77919D1421447F...

Michael Kennedy

Chief Financial Officer



Warner Norcross + Judd LLP

August 21, 2025

Mr. Jordan Twardy  
Director of Economic Development  
City of Dearborn  
16901 Michigan Ave  
Dearborn, MI 48126

Re: **Act 381 Brownfield Plan Submission for the Proposed Smart Town North, LLC Project**

Dear Mr. Twardy:

I am writing on behalf of my client, Smart Town North, LLC (“Smart Town”), to request consideration for the attached Act 381 Brownfield Plan (the “Plan”) to facilitate the proposed townhome community development (the “Project”) on vacant property located at 15625 Lundy Parkway (the “Property”). Enclosed is a copy of the Plan for review and consideration.

To complement the details outlined in the Plan, Smart Town is pleased to highlight the substantial benefits that this Project will bring to the City, and its residents, if it is enabled through the support of the City’s Brownfield Redevelopment Authority (the “Authority”).

Designed as a vibrant, amenity-rich, and thoughtfully planned community, the Project will introduce a diverse mix of unit types in proximity to several major employers that will lend to a broad range of household sizes and income levels, including twenty-nine (29) new attainable housing units designated for households earning not more than 120% of area median income for a period of 22 years.

Together with Smart Town’s prior development experience, the Project’s quality, location, and meaningful contribution to housing inventory demonstrate consistency with the Michigan State Housing Development Authority’s objectives and approval criteria. Enabled through the Plan, the Project will transform the Property into an attractive neighborhood anticipated to draw residents who may otherwise choose alternative housing in nearby municipalities.

Additionally, Smart Town has deliberately selected unit types that are attractive for future potential for-sale product, with the opportunity for future condominium conversion following completion of the financing period. It is also important to note that all the newly added infrastructure will be privately owned and maintained at no cost to the City.

**Jared T. Belka | Partner**

D 616.752.2447

E jbelka@wnj.com

1500 Warner Building, 150 Ottawa Avenue, N.W.

Grand Rapids, MI 49503

The Project represents a significant capital investment of approximately \$30.9 million and is expected to result in an estimated \$13.5 million increase in taxable value to the City's tax base over the term of the Plan. The Plan provides for Authority's administrative needs through the inclusion of annual administrative fee capture totaling an estimated \$777,224 over the term of the Plan. The Plan also enables the capture of approximately \$2.5 million for deposit to the Authority's Local Brownfield Revolving Fund for use on future projects in the City. Furthermore, the City is projected to receive an estimated \$1.9 million in additional tax revenue over the life of the Plan through non-capturable millages (i.e. debt millages).

Thank you for your time and consideration of this Plan. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jared T. Belka', written in a cursive style.

Jared T. Belka

cc: Zaineb Hussein (*via e-mail*)  
Mohamed Sohoubah (*via e-mail*)  
George Holmes (*via e-mail*)

## CITY OF DEARBORN BROWNFIELD REDEVELOPMENT AUTHORITY BROWNFIELD PLAN FOR SMART TOWN NORTH REDEVELOPMENT

August 19, 2025

### Introduction

Smart Town North, LLC (“**Developer**”) is proposing the redevelopment of 15625 Lundy Parkway (the “**Property**”). Currently, the Property consists of one parcel totaling 7.67 acres of vacant land in the City of Dearborn (the “**City**”). See **Figure 1** for a map of the Property and **Figure 2** for the Property’s legal description. Developer plans to construct a residential townhome development, consisting of a total of one-hundred-eleven (111) for-rent units across fifteen (15) three-story townhome buildings, comprised of forty-six (46) one-bedroom units (approximately 900 sf each), thirty-eight (38) two-bedroom units (approximately 1,400 to 2,049 sf each), twenty-two (22) three-bedroom units (approximately 2,100 sf each), and five (5) four-bedroom units (approximately 2,450 sf each) with each unit having an attached garage, as depicted in the site plans attached as **Figure 3** (the “**Project**”). The Project will also include the construction of tenant amenities, including a clubhouse and pool.

In response to the critical need for attainable housing within the City, Developer will designate twenty-nine (29) of the units for income-qualified tenants with an annual household income of not more than 120% of Area Median Income (AMI) for twenty-two (22) years.

The Project will contribute toward increasing the stock of attainable housing within Wayne County by introducing twenty-nine (29) new attainable housing units within the City designated for renter households with an annual household income of not more than 120% of AMI. The 2023 Community Needs Assessment published by the Wayne Metropolitan Community Action Agency that nearly half of Wayne County renter households are cost-burdened (defined as spending 30% or more of income on housing), while the inventory of “adequate, affordable, and available units” has dropped approximately 50% over the past two decades from 48,000 to 24,500. Notably, all attainable housing units within Wayne County are occupied and many programs have waiting lists of up to three years.<sup>1</sup> Additionally, the Project is strategically located adjacent to the Ford Motor Company iTek Corporate Office Park. Therefore, the attainable units introduced by the Project are anticipated to be met with strong demand.

Total capital investment is estimated to be approximately \$30.9 million. Construction is expected to begin in spring of 2026 and is expected to be completed by late 2027.

### Basis of Eligibility

The Property is considered an “eligible property” as defined in Act 381 of 1996, as amended, because the construction of one or more units of residential housing constructed, rehabilitated, or otherwise designed to be used as a dwelling is considered a “housing

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<sup>1</sup> [2023-Wayne-Metro-Community-Needs-Assessment.pdf](#)

property” under Section 2(y) of the Act.

The Property includes one parcel of property located at 15625 Lundy Parkway, City of Dearborn, MI 48126. See **Figure 1** for a map of the Property and **Figure 2** for the Property’s tax parcel numbers and legal descriptions.

**Required Elements of Brownfield Plan**

**1. A description of costs intended to be paid for with the tax increment revenues. (MCL 125.2663(2)(a))**

Developer will seek tax increment financing (“TIF”) from available local taxes, school operating taxes, and state education tax millage for eligible activities at the Property, for housing development activities (infrastructure improvements, site preparation, and financing gap (PRL)), and brownfield plan/work plan preparation totaling \$11,459,064.

The table below presents estimated costs of the eligible activities for the Project which qualify for reimbursement from TIF:

<b>Eligible Activities – Table 1</b>	
<b>Task</b>	<b>Cost Estimate</b>
1. Housing Development Activities	
- Potential Rent Loss	\$ 7,544,064
- Site Preparation	\$ 826,000
- Infrastructure Improvements	\$ 3,059,000
<i>Eligible Activity Sub-total</i>	<i>\$ 11,429,064</i>
2. Brownfield and Work Plan Preparation and Development	\$ 30,000
<b>ELIGIBLE ACTIVITY TOTAL</b>	<b>\$ 11,459,064</b>

**2. A brief summary of the eligible activities that are proposed for each eligible property. (MCL 125.2663(2)(b))**

“Eligible activities” are defined in Act 381 of 1996, as amended (the “Act”) as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in qualified local governmental units such as the City of Dearborn, where a project includes housing property located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan, the Act includes the following additional activities under the definition of “eligible

activities”: (A) housing development activities; (B) infrastructure improvements that are necessary for housing property and support housing development activities; and (C) site preparation that is not a response activity and that supports housing development activities.

The cost of eligible activities is estimated in the table above and includes the following:

- a. Housing Development Activities. To support the critical need for attainable housing in the City, Developer intends to designate twenty-nine (29) of the Project’s residential units for income qualified households (i.e., those with an annual household income of not more than 120% AMI). Housing Development Activities for the Project include site preparation (i.e. grading, land balancing, temporary site security, etc., including associated A/E costs), infrastructure improvements (i.e. utilities, parking, roadways, etc., including associated A/E costs), and reimbursement to fill Developer’s financing gap associated with the development of the income qualified units is an eligible activity.
  - b. Brownfield Plan Preparation and Development. Costs incurred to prepare and develop this Plan, as required per the Act.
- 3. An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. [MCL 125.2663(2)(c)].**

An estimate of the real property tax capture for TIF is attached as **Table 2**. The initial taxable value for the Plan will be the value established as of the date the resolution adding the Property is adopted by the governing body (i.e. 2025).

- 4. The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCL 125.2663(2)(d))**

The cost of the eligible activities included in the Plan and related to the Project will initially be paid for by Developer, and it will seek reimbursement through available local and school property tax increment revenues during the term of the Plan.

- 5. The maximum amount of the note or bonded indebtedness to be incurred, if any. MCL 125.2663(2)(e).**

No bonds or notes will be issued for the Project.

- 6. The proposed beginning date and duration of capture of tax increment revenues, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCL 125.2663(2)(f) and MCLA 125.2663b(16)).**

The duration of the Plan for the Project is estimated to be 28 years. It is estimated that

development of the Property will be completed in late 2027 and that it will take up to twenty-two (22) years to recapture the eligible activities through tax increment revenues, plus up to five years of capture for the Local Brownfield Revolving Fund (the “LBRF”), if available. Therefore, the first year of tax increment capture will be 2027 and the Plan will remain in place until Developer is fully reimbursed, and the Authority has completed capture for the LBRF, if available, subject to the maximum duration provided for in MCL 125.2663.

**7. An estimate of the future tax revenues of all taxing jurisdictions in which the Property is located to be generated during the term of the Plan. (MCL 125.2663(2)(g))**

An estimate of real property tax capture is attached as **Table 2**.

**8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCL 125.2663(2)(h))**

- a. See site map in **Figure 1** and legal description in **Figure 2**.
- b. The Property is an “eligible property” because it is “housing property,” as defined in the Act.
- c. Characteristics of Property: The Property is currently 7.37 acres of vacant space in the City of Dearborn which is covered by light foliage.
- d. Personal property: All new personal property added to the Property is included as part of the “eligible property,” to the extent it is taxable.

**9. Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCLA 125.2663(2)(i))**

There are no persons currently residing on this Property and, therefore, no families or individuals will be displaced.

**10. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCL 125.2663(2)(j))**

There are no persons currently residing on the Property and, therefore, no families or

individuals will be displaced.

**11. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and reimbursement of expenses, if any. (MCL 125.2663(2)(k))**

There are no persons currently residing on the Property and, therefore, no families or individuals will be displaced.

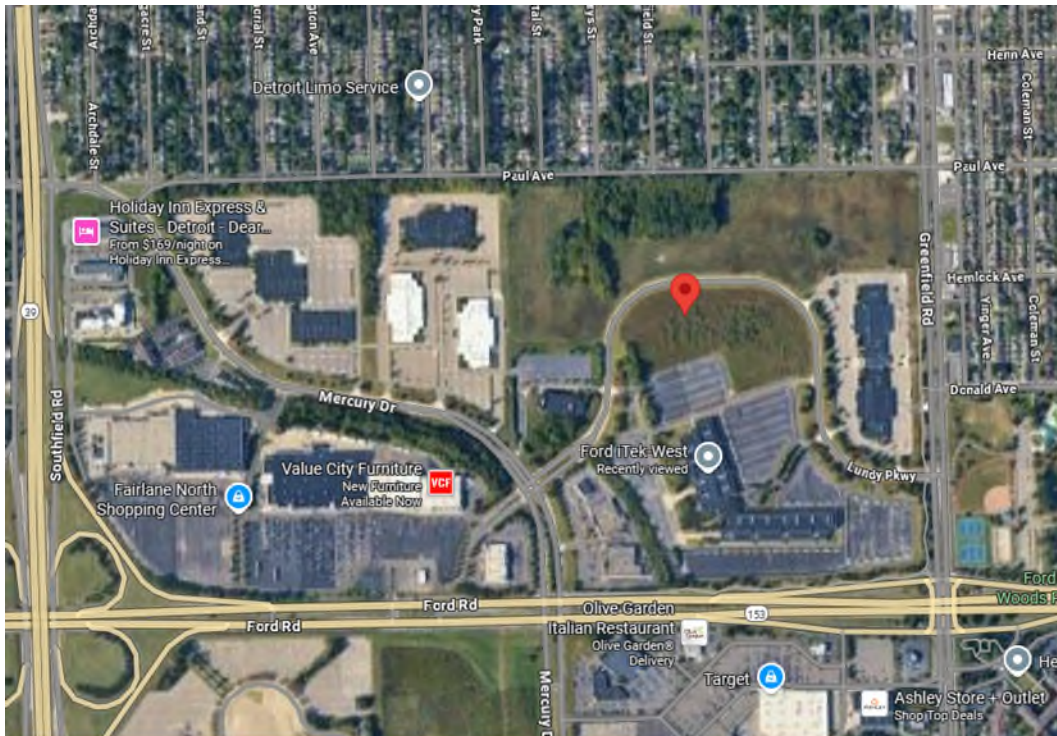
**12. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable. (MCL 125.2663(2)(l))**

There are no persons currently residing on the Property and, therefore, no families or individuals will be displaced.

**13. Other material that the Authority or the City Council considers pertinent. (MCL 125.2663(2)(m))**

Development of the Property will generate increased long-term tax revenue for the taxing jurisdictions and stimulate additional investment in the surrounding community. The Project will significantly improve the overall use of the Property by activating vacant land into much needed multi-family residential townhomes in the City, which is close proximity to major employers.

**Figure 1**  
**Property Location and Site Maps**



**Figure 2**

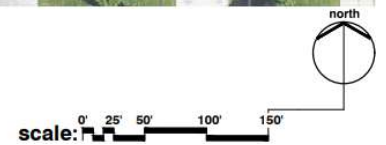
**Description of Eligible Property**

**Parcel Number:** 82-09-123-01-020

**Property Address:** 15625 Lundy Pkwy, Dearborn, MI 48126

**Legal Description:** LOTS 7 THRU 9 FAIRLANE NORTH SUBDIVISION 7.671 AC

Figure 3  
Proposed Site Plan



**Table 2**  
**TIF Table**

**Tax Increment Revenue Capture Estimates - New Residential**  
**Lundy Parkway**  
**Dearborn, Michigan**  
**August 21, 2025**

Estimated Taxable Value (TV) Increase Rate: 2% per year

Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Base Taxable Value	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800
Estimated New TV	\$ 363,800	\$ 371,076	\$ 2,500,000	\$ 8,135,156	\$ 8,297,859	\$ 8,463,816	\$ 8,633,093	\$ 8,805,754	\$ 8,981,870	\$ 9,161,507	\$ 9,344,737	\$ 9,531,632	\$ 9,722,264	\$ 9,916,710	\$ 10,115,044	\$ 10,317,345	\$ 10,523,692
Incremental Difference (New TV - Base TV)	\$ -	\$ 7,276	\$ 2,136,200	\$ 7,771,356	\$ 7,934,059	\$ 8,100,016	\$ 8,269,293	\$ 8,441,954	\$ 8,618,070	\$ 8,797,707	\$ 8,980,937	\$ 9,167,832	\$ 9,358,464	\$ 9,552,910	\$ 9,751,244	\$ 9,953,545	\$ 10,159,892

School Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
State Education Tax (SET)	6.0000	\$ -	\$ -	\$ 12,817	\$ 46,628	\$ 47,604	\$ 48,600	\$ 49,616	\$ 50,652	\$ 51,708	\$ 52,786	\$ 53,886	\$ 55,007	\$ 56,151	\$ 57,317	\$ 58,507	\$ 59,721	\$ 60,959
School Operating Tax	18.0000	\$ -	\$ -	\$ 38,452	\$ 139,884	\$ 142,813	\$ 145,800	\$ 148,847	\$ 151,955	\$ 155,125	\$ 158,359	\$ 161,657	\$ 165,021	\$ 168,452	\$ 171,952	\$ 175,522	\$ 179,164	\$ 182,878
<b>School Total</b>	<b>24.0000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 51,269</b>	<b>\$ 186,513</b>	<b>\$ 190,417</b>	<b>\$ 194,400</b>	<b>\$ 198,463</b>	<b>\$ 202,607</b>	<b>\$ 206,834</b>	<b>\$ 211,145</b>	<b>\$ 215,542</b>	<b>\$ 220,028</b>	<b>\$ 224,603</b>	<b>\$ 229,270</b>	<b>\$ 234,030</b>	<b>\$ 238,885</b>	<b>\$ 243,837</b>

Local Capture	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
City Operating	15.00000	\$ -	\$ -	\$ 32,043	\$ 116,570	\$ 119,011	\$ 121,500	\$ 124,039	\$ 126,629	\$ 129,271	\$ 131,966	\$ 134,714	\$ 137,517	\$ 140,377	\$ 143,294	\$ 146,269	\$ 149,303	\$ 152,398
City Rubbish	2.11000	\$ -	\$ -	\$ 4,507	\$ 16,398	\$ 16,741	\$ 17,091	\$ 17,448	\$ 17,813	\$ 18,184	\$ 18,563	\$ 18,950	\$ 19,344	\$ 19,746	\$ 20,157	\$ 20,575	\$ 21,002	\$ 21,437
City Library	1.54000	\$ -	\$ -	\$ 3,290	\$ 11,968	\$ 12,218	\$ 12,474	\$ 12,735	\$ 13,001	\$ 13,272	\$ 13,548	\$ 13,831	\$ 14,118	\$ 14,412	\$ 14,711	\$ 15,017	\$ 15,328	\$ 15,646
RESA Op	0.09520	\$ -	\$ -	\$ 203	\$ 740	\$ 755	\$ 771	\$ 787	\$ 804	\$ 820	\$ 838	\$ 855	\$ 873	\$ 891	\$ 909	\$ 928	\$ 948	\$ 967
RESA Enh	1.98120	\$ -	\$ -	\$ 4,232	\$ 15,397	\$ 15,719	\$ 16,048	\$ 16,383	\$ 16,725	\$ 17,074	\$ 17,430	\$ 17,793	\$ 18,163	\$ 18,541	\$ 18,926	\$ 19,319	\$ 19,720	\$ 20,129
RESA Spec Educ	3.33280	\$ -	\$ -	\$ 7,120	\$ 25,900	\$ 26,443	\$ 26,996	\$ 27,560	\$ 28,135	\$ 28,722	\$ 29,321	\$ 29,932	\$ 30,555	\$ 31,190	\$ 31,838	\$ 32,499	\$ 33,173	\$ 33,861
HFCC	4.00000	\$ -	\$ -	\$ 8,545	\$ 31,085	\$ 31,736	\$ 32,400	\$ 33,077	\$ 33,768	\$ 34,472	\$ 35,191	\$ 35,924	\$ 36,671	\$ 37,434	\$ 38,212	\$ 39,005	\$ 39,814	\$ 40,640
Wayne County Op	5.59130	\$ -	\$ -	\$ 11,944	\$ 43,452	\$ 44,362	\$ 45,290	\$ 46,236	\$ 47,202	\$ 48,186	\$ 49,191	\$ 50,215	\$ 51,260	\$ 52,326	\$ 53,413	\$ 54,522	\$ 55,653	\$ 56,807
WC Solders	0.03630	\$ -	\$ -	\$ 78	\$ 282	\$ 288	\$ 294	\$ 300	\$ 306	\$ 313	\$ 319	\$ 326	\$ 333	\$ 340	\$ 347	\$ 354	\$ 361	\$ 369
WC Public Safety	0.93270	\$ -	\$ -	\$ 1,992	\$ 7,248	\$ 7,400	\$ 7,555	\$ 7,713	\$ 7,874	\$ 8,038	\$ 8,206	\$ 8,377	\$ 8,551	\$ 8,729	\$ 8,910	\$ 9,095	\$ 9,284	\$ 9,476
Wayne CO Parks	0.24330	\$ -	\$ -	\$ 520	\$ 1,891	\$ 1,930	\$ 1,971	\$ 2,012	\$ 2,054	\$ 2,097	\$ 2,140	\$ 2,185	\$ 2,231	\$ 2,277	\$ 2,324	\$ 2,372	\$ 2,422	\$ 2,472
WCTA (Smart)	0.99160	\$ -	\$ -	\$ 2,118	\$ 7,706	\$ 7,867	\$ 8,032	\$ 8,200	\$ 8,371	\$ 8,546	\$ 8,724	\$ 8,905	\$ 9,091	\$ 9,280	\$ 9,473	\$ 9,669	\$ 9,870	\$ 10,075
HCMA	0.20620	\$ -	\$ -	\$ 440	\$ 1,602	\$ 1,636	\$ 1,670	\$ 1,705	\$ 1,741	\$ 1,777	\$ 1,814	\$ 1,852	\$ 1,890	\$ 1,930	\$ 1,970	\$ 2,011	\$ 2,052	\$ 2,095
DBN Schl Suppl	2.35500	\$ -	\$ -	\$ 5,031	\$ 18,302	\$ 18,685	\$ 19,076	\$ 19,474	\$ 19,881	\$ 20,296	\$ 20,719	\$ 21,150	\$ 21,590	\$ 22,039	\$ 22,497	\$ 22,964	\$ 23,441	\$ 23,927
Wayne CO Voted Op	0.94320	\$ -	\$ -	\$ 2,015	\$ 7,330	\$ 7,483	\$ 7,640	\$ 7,800	\$ 7,962	\$ 8,129	\$ 8,298	\$ 8,471	\$ 8,647	\$ 8,827	\$ 9,010	\$ 9,197	\$ 9,388	\$ 9,583
<b>Local Total</b>	<b>39.3588</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 84,078</b>	<b>\$ 305,871</b>	<b>\$ 312,275</b>	<b>\$ 318,807</b>	<b>\$ 325,469</b>	<b>\$ 332,265</b>	<b>\$ 339,197</b>	<b>\$ 346,267</b>	<b>\$ 353,479</b>	<b>\$ 360,835</b>	<b>\$ 368,338</b>	<b>\$ 375,991</b>	<b>\$ 383,797</b>	<b>\$ 391,760</b>	<b>\$ 399,881</b>

Non-Capturable Millages	Millage Rate	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Zoo Authority	0.0988	\$ -	\$ -	\$ 211	\$ 768	\$ 784	\$ 800	\$ 817	\$ 834	\$ 851	\$ 869	\$ 887	\$ 906	\$ 925	\$ 944	\$ 963	\$ 983	\$ 1,004
DIA	0.1979	\$ -	\$ -	\$ 423	\$ 1,538	\$ 1,570	\$ 1,603	\$ 1,636	\$ 1,671	\$ 1,706	\$ 1,741	\$ 1,777	\$ 1,814	\$ 1,852	\$ 1,891	\$ 1,930	\$ 1,970	\$ 2,011
CSO Debt 2004	3.8200	\$ -	\$ -	\$ 8,160	\$ 29,687	\$ 30,308	\$ 30,942	\$ 31,589	\$ 32,248	\$ 32,921	\$ 33,607	\$ 34,307	\$ 35,021	\$ 35,749	\$ 36,492	\$ 37,250	\$ 38,023	\$ 38,811
CSO Debt 2018	0.4300	\$ -	\$ -	\$ 919	\$ 3,342	\$ 3,412	\$ 3,483	\$ 3,556	\$ 3,630	\$ 3,706	\$ 3,783	\$ 3,862	\$ 3,942	\$ 4,024	\$ 4,108	\$ 4,193	\$ 4,280	\$ 4,369
DBN Schl Voted	2.0400	\$ -	\$ -	\$ 4,358	\$ 15,854	\$ 16,185	\$ 16,524	\$ 16,869	\$ 17,222	\$ 17,581	\$ 17,947	\$ 18,321	\$ 18,702	\$ 19,091	\$ 19,488	\$ 19,893	\$ 20,305	\$ 20,726
DBN Schl Debt 13	1.3500	\$ -	\$ -	\$ 2,884	\$ 10,491	\$ 10,711	\$ 10,935	\$ 11,164	\$ 11,397	\$ 11,634	\$ 11,877	\$ 12,124	\$ 12,377	\$ 12,634	\$ 12,896	\$ 13,164	\$ 13,437	\$ 13,716
<b>Total Non-Capturable Taxes</b>	<b>7.9367</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,954</b>	<b>\$ 61,679</b>	<b>\$ 62,970</b>	<b>\$ 64,287</b>	<b>\$ 65,631</b>	<b>\$ 67,001</b>	<b>\$ 68,399</b>	<b>\$ 69,825</b>	<b>\$ 71,279</b>	<b>\$ 72,762</b>	<b>\$ 74,275</b>	<b>\$ 75,819</b>	<b>\$ 77,393</b>	<b>\$ 78,998</b>	<b>\$ 80,636</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ - \$ - \$ 135,347 \$ 492,384 \$ 502,692 \$ 513,207 \$ 523,932 \$ 534,872 \$ 546,031 \$ 557,412 \$ 569,021 \$ 580,863 \$ 592,941 \$ 605,261 \$ 617,827 \$ 630,645 \$ 643,719

**Footnotes:**  
 Assumes millages rates remain the same  
 Assumes proposed buildout and 2% inflation thereafter

**Tax Increment Revenue Capture Estimates - New Residential**  
**Lundy Parkway**  
**Dearborn, Michigan**  
**August 21, 2025**

Estimated Taxable Value (TV) Increase Rate:

Plan Year	17	18	19	20	21	22	23	24	25	26	27	TOTAL
Calendar Year	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
Base Taxable Value	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800	\$ 363,800
Estimated New TV	\$ 10,734,166	\$ 10,948,849	\$ 11,167,826	\$ 11,391,182	\$ 11,619,006	\$ 11,851,386	\$ 12,088,414	\$ 12,330,182	\$ 12,576,786	\$ 12,828,322	\$ 13,084,888	\$ 13,084,888
Incremental Difference (New TV - Base TV)	\$ 10,370,366	\$ 10,585,049	\$ 10,804,026	\$ 11,027,382	\$ 11,255,206	\$ 11,487,586	\$ 11,724,614	\$ 11,966,382	\$ 12,212,986	\$ 12,464,522	\$ 12,721,088	\$ 12,721,088

School Capture	Millage Rate	17	18	19	20	21	22	23	24	25	26	27	TOTAL
State Education Tax (SET)	6.0000	\$ 62,222	\$ 63,510	\$ 64,824	\$ 66,164	\$ 67,531	\$ 68,926	\$ 70,348	\$ 71,798	\$ 73,278	\$ 74,787	\$ 76,327	\$ 1,521,676
School Operating Tax	18.0000	\$ 186,667	\$ 190,531	\$ 194,472	\$ 198,493	\$ 202,594	\$ 206,777	\$ 211,043	\$ 215,395	\$ 219,834	\$ 224,361	\$ 228,980	\$ 4,565,028
<b>School Total</b>	<b>24.0000</b>	<b>\$ 248,889</b>	<b>\$ 254,041</b>	<b>\$ 259,297</b>	<b>\$ 264,657</b>	<b>\$ 270,125</b>	<b>\$ 275,702</b>	<b>\$ 281,391</b>	<b>\$ 287,193</b>	<b>\$ 293,112</b>	<b>\$ 299,149</b>	<b>\$ 305,306</b>	<b>\$ 6,086,704</b>

Local Capture	Millage Rate	17	18	19	20	21	22	23	24	25	26	27	TOTAL
City Operating	15.00000	\$ 155,555	\$ 158,776	\$ 162,060	\$ 165,411	\$ 168,828	\$ 172,314	\$ 175,869	\$ 179,496	\$ 183,195	\$ 186,968	\$ 190,816	\$ 3,804,190
City Rubbish	2.11000	\$ 21,881	\$ 22,334	\$ 22,796	\$ 23,268	\$ 23,748	\$ 24,239	\$ 24,739	\$ 25,249	\$ 25,769	\$ 26,300	\$ 26,841	\$ 535,123
City Library	1.54000	\$ 15,970	\$ 16,301	\$ 16,638	\$ 16,982	\$ 17,333	\$ 17,691	\$ 18,056	\$ 18,428	\$ 18,808	\$ 19,195	\$ 19,590	\$ 390,564
RESA Op	0.09520	\$ 987	\$ 1,008	\$ 1,029	\$ 1,050	\$ 1,071	\$ 1,094	\$ 1,116	\$ 1,139	\$ 1,163	\$ 1,187	\$ 1,211	\$ 24,144
RESA Enh	1.98120	\$ 20,546	\$ 20,971	\$ 21,405	\$ 21,847	\$ 22,299	\$ 22,759	\$ 23,229	\$ 23,708	\$ 24,196	\$ 24,695	\$ 25,203	\$ 502,457
RESA Spec Educ	3.33280	\$ 34,562	\$ 35,278	\$ 36,008	\$ 36,752	\$ 37,511	\$ 38,286	\$ 39,076	\$ 39,882	\$ 40,703	\$ 41,542	\$ 42,397	\$ 845,240
HFCC	4.00000	\$ 41,481	\$ 42,340	\$ 43,216	\$ 44,110	\$ 45,021	\$ 45,950	\$ 46,898	\$ 47,866	\$ 48,852	\$ 49,858	\$ 50,884	\$ 1,014,451
Wayne County Op	5.59130	\$ 57,984	\$ 59,184	\$ 60,409	\$ 61,657	\$ 62,931	\$ 64,231	\$ 65,556	\$ 66,908	\$ 68,286	\$ 69,693	\$ 71,127	\$ 1,418,025
WC Solders	0.03630	\$ 376	\$ 384	\$ 392	\$ 400	\$ 409	\$ 417	\$ 426	\$ 434	\$ 443	\$ 452	\$ 462	\$ 9,206
WC Public Safety	0.93270	\$ 9,672	\$ 9,873	\$ 10,077	\$ 10,285	\$ 10,498	\$ 10,714	\$ 10,936	\$ 11,161	\$ 11,391	\$ 11,626	\$ 11,865	\$ 236,545
Wayne CO Parks	0.24330	\$ 2,523	\$ 2,575	\$ 2,629	\$ 2,683	\$ 2,738	\$ 2,795	\$ 2,853	\$ 2,911	\$ 2,971	\$ 3,033	\$ 3,095	\$ 61,704
WCTA (Smart)	0.99160	\$ 10,283	\$ 10,496	\$ 10,713	\$ 10,935	\$ 11,161	\$ 11,391	\$ 11,626	\$ 11,866	\$ 12,110	\$ 12,360	\$ 12,614	\$ 251,482
HCMA	0.20620	\$ 2,138	\$ 2,183	\$ 2,228	\$ 2,274	\$ 2,321	\$ 2,369	\$ 2,418	\$ 2,467	\$ 2,518	\$ 2,570	\$ 2,623	\$ 52,295
DBN Schl Suppl	2.35500	\$ 24,422	\$ 24,928	\$ 25,443	\$ 25,969	\$ 26,506	\$ 27,053	\$ 27,611	\$ 28,181	\$ 28,762	\$ 29,354	\$ 29,958	\$ 597,258
Wayne CO Voted Op	0.94320	\$ 9,781	\$ 9,984	\$ 10,190	\$ 10,401	\$ 10,616	\$ 10,835	\$ 11,059	\$ 11,287	\$ 11,519	\$ 11,757	\$ 11,999	\$ 239,207
<b>Local Total</b>	<b>39.3588</b>	<b>\$ 408,165</b>	<b>\$ 416,615</b>	<b>\$ 425,233</b>	<b>\$ 434,025</b>	<b>\$ 442,991</b>	<b>\$ 452,138</b>	<b>\$ 461,467</b>	<b>\$ 470,982</b>	<b>\$ 480,688</b>	<b>\$ 490,589</b>	<b>\$ 500,687</b>	<b>\$ 9,981,891</b>

Non-Capturable Millages	Millage Rate	17	18	19	20	21	22	23	24	25	26	27	TOTAL
Zoo Authority	0.0988	\$ 1,025	\$ 1,046	\$ 1,067	\$ 1,090	\$ 1,112	\$ 1,135	\$ 1,158	\$ 1,182	\$ 1,207	\$ 1,231	\$ 1,257	\$ 25,057
DIA	0.1979	\$ 2,052	\$ 2,095	\$ 2,138	\$ 2,182	\$ 2,227	\$ 2,273	\$ 2,320	\$ 2,368	\$ 2,417	\$ 2,467	\$ 2,518	\$ 50,190
CSO Debt 2004	3.8200	\$ 39,615	\$ 40,435	\$ 41,271	\$ 42,125	\$ 42,995	\$ 43,883	\$ 44,788	\$ 45,712	\$ 46,654	\$ 47,614	\$ 48,595	\$ 968,800
CSO Debt 2018	0.4300	\$ 4,459	\$ 4,552	\$ 4,646	\$ 4,742	\$ 4,840	\$ 4,940	\$ 5,042	\$ 5,146	\$ 5,252	\$ 5,360	\$ 5,470	\$ 109,053
DBN Schl Voted	2.0400	\$ 21,156	\$ 21,593	\$ 22,040	\$ 22,496	\$ 22,961	\$ 23,435	\$ 23,918	\$ 24,411	\$ 24,914	\$ 25,428	\$ 25,951	\$ 517,370
DBN Schl Debt 13	1.3500	\$ 14,000	\$ 14,290	\$ 14,585	\$ 14,887	\$ 15,195	\$ 15,508	\$ 15,828	\$ 16,155	\$ 16,488	\$ 16,827	\$ 17,173	\$ 342,377
<b>Total Non-Capturable Taxes</b>	<b>7.9367</b>	<b>\$ 82,306</b>	<b>\$ 84,010</b>	<b>\$ 85,748</b>	<b>\$ 87,521</b>	<b>\$ 89,329</b>	<b>\$ 91,174</b>	<b>\$ 93,055</b>	<b>\$ 94,974</b>	<b>\$ 96,931</b>	<b>\$ 98,927</b>	<b>\$ 100,963</b>	<b>\$ 2,012,848</b>

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 657,054 \$ 670,656 \$ 684,530 \$ 698,682 \$ 713,116 \$ 727,840 \$ 742,857 \$ 758,176 \$ 773,800 \$ 789,737 \$ 805,993 \$ 16,068,595

**Footnotes:**  
 Assumes millages rates remain the same  
 Assumes proposed buildout and 2% inflation thereafter

**Tax Increment Revenue Reimbursement Allocation Table**

Lundy Parkway  
Dearborn, Michigan  
August 21, 2025

Developer Maximum Reimbursement	**Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	36.7%	\$ 4,207,671	\$ -	\$ 4,207,671
Local	63.3%	\$ 7,251,393	\$ -	\$ 7,251,393
<b>TOTAL</b>		<b>\$ 11,459,064</b>	<b>\$ -</b>	<b>\$ 11,459,064</b>
MSHDA - Authority	0.0%	\$ -	\$ -	\$ -
MSHDA - Developer	100.0%	\$ 11,459,064	\$ -	\$ 11,459,064

Estimated Total  
Years of Plan: 28

Estimated Capture	\$ 14,883,836
Administrative Fees	\$ 744,192
State Brownfield Fund	\$ 612,743
LBRF	\$ 1,986,307

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Total State Incremental Revenue	\$ -	\$ -	\$ 51,269	\$ 186,513	\$ 190,417	\$ 194,400	\$ 198,463	\$ 202,607	\$ 206,834	\$ 211,145	\$ 215,542	\$ 220,028	\$ 224,603	\$ 229,270	\$ 234,030	\$ 238,885
State Brownfield Redevelopment Fund (50% of SET)	\$ -	\$ -	\$ (6,409)	\$ (23,314)	\$ (23,802)	\$ (24,300)	\$ (24,808)	\$ (25,326)	\$ (25,854)	\$ (26,393)	\$ (26,943)	\$ (27,503)	\$ (28,075)	\$ (28,659)	\$ (29,254)	\$ (29,861)
<b>State TIR Available for Reimbursement</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 44,860</b>	<b>\$ 163,198</b>	<b>\$ 166,615</b>	<b>\$ 170,100</b>	<b>\$ 173,655</b>	<b>\$ 177,281</b>	<b>\$ 180,979</b>	<b>\$ 184,752</b>	<b>\$ 188,600</b>	<b>\$ 192,524</b>	<b>\$ 196,528</b>	<b>\$ 200,611</b>	<b>\$ 204,776</b>	<b>\$ 209,024</b>
Total Local Incremental Revenue	\$ -	\$ -	\$ 84,078	\$ 305,871	\$ 312,275	\$ 318,807	\$ 325,469	\$ 332,265	\$ 339,197	\$ 346,267	\$ 353,479	\$ 360,835	\$ 368,338	\$ 375,991	\$ 383,797	\$ 391,760
BRA Administrative Fee (5%)	\$ -	\$ -	\$ (6,767)	\$ (24,619)	\$ (25,135)	\$ (25,660)	\$ (26,197)	\$ (26,744)	\$ (27,302)	\$ (27,871)	\$ (28,451)	\$ (29,043)	\$ (29,647)	\$ (30,263)	\$ (30,891)	\$ (31,532)
<b>Local TIR Available for Reimbursement</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 77,311</b>	<b>\$ 281,252</b>	<b>\$ 287,140</b>	<b>\$ 293,147</b>	<b>\$ 299,273</b>	<b>\$ 305,522</b>	<b>\$ 311,895</b>	<b>\$ 318,397</b>	<b>\$ 325,028</b>	<b>\$ 331,792</b>	<b>\$ 338,691</b>	<b>\$ 345,728</b>	<b>\$ 352,906</b>	<b>\$ 360,227</b>
<b>Total State &amp; Local TIR Available</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 122,171</b>	<b>\$ 444,451</b>	<b>\$ 453,756</b>	<b>\$ 463,247</b>	<b>\$ 472,928</b>	<b>\$ 482,803</b>	<b>\$ 492,875</b>	<b>\$ 503,148</b>	<b>\$ 513,628</b>	<b>\$ 524,316</b>	<b>\$ 535,219</b>	<b>\$ 546,339</b>	<b>\$ 557,682</b>	<b>\$ 569,252</b>

DEVELOPER	Beginning Balance	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>DEVELOPER Reimbursement Balance</b>	<b>\$ 11,459,064</b>	<b>\$ 11,459,064</b>	<b>\$ 11,459,064</b>	<b>\$ 11,336,893</b>	<b>\$ 10,892,442</b>	<b>\$ 10,438,687</b>	<b>\$ 9,975,440</b>	<b>\$ 9,502,512</b>	<b>\$ 9,019,709</b>	<b>\$ 8,526,834</b>	<b>\$ 8,023,686</b>	<b>\$ 7,510,058</b>	<b>\$ 6,985,742</b>	<b>\$ 6,450,524</b>	<b>\$ 5,904,184</b>	<b>\$ 5,346,502</b>	<b>\$ 4,777,251</b>

MSHDA Housing Activities - Developer	\$ 11,459,064	\$ 11,459,064	\$ 11,459,064	\$ 11,459,064	\$ 11,336,893	\$ 10,892,442	\$ 10,438,687	\$ 9,975,440	\$ 9,502,512	\$ 9,019,709	\$ 8,526,834	\$ 8,023,686	\$ 7,510,058	\$ 6,985,742	\$ 6,450,524	\$ 5,904,184	\$ 5,346,502
State Tax Reimbursement	\$ -	\$ -	\$ 44,860	\$ 163,198	\$ 166,615	\$ 170,100	\$ 173,655	\$ 177,281	\$ 180,979	\$ 184,752	\$ 188,600	\$ 192,524	\$ 196,528	\$ 200,611	\$ 204,776	\$ 209,024	
Local Tax Reimbursement	\$ -	\$ -	\$ 77,311	\$ 281,252	\$ 287,140	\$ 293,147	\$ 299,273	\$ 305,522	\$ 311,895	\$ 318,397	\$ 325,028	\$ 331,792	\$ 338,691	\$ 345,728	\$ 352,906	\$ 360,227	
<b>Total MSHDA Reimbursement Balance</b>	<b>\$ 11,459,064</b>	<b>\$ 11,459,064</b>	<b>\$ 11,336,893</b>	<b>\$ 10,892,442</b>	<b>\$ 10,438,687</b>	<b>\$ 9,975,440</b>	<b>\$ 9,502,512</b>	<b>\$ 9,019,709</b>	<b>\$ 8,526,834</b>	<b>\$ 8,023,686</b>	<b>\$ 7,510,058</b>	<b>\$ 6,985,742</b>	<b>\$ 6,450,524</b>	<b>\$ 5,904,184</b>	<b>\$ 5,346,502</b>	<b>\$ 4,777,251</b>	

<b>Local Only Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Local Only Reimbursement Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Annual Developer Reimbursement</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 122,171</b>	<b>\$ 444,451</b>	<b>\$ 453,756</b>	<b>\$ 463,247</b>	<b>\$ 472,928</b>	<b>\$ 482,803</b>	<b>\$ 492,875</b>	<b>\$ 503,148</b>	<b>\$ 513,628</b>	<b>\$ 524,316</b>	<b>\$ 535,219</b>	<b>\$ 546,339</b>	<b>\$ 557,682</b>	<b>\$ 569,252</b>

**LOCAL BROWNFIELD REVOLVING FUND**

<b>LBRF Deposits *</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total LBRF Capture</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:  
Assumes millages rates remain the same.

**Tax Increment Revenue Reimbursement Allocation Table**  
**Lundy Parkway**  
**Dearborn, Michigan**  
**August 21, 2025**

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	TOTAL
Total State Incremental Revenue	\$ 243,837	\$ 248,889	\$ 254,041	\$ 259,297	\$ 264,657	\$ 270,125	\$ 275,702	\$ 281,391	\$ -	\$ -	\$ -	\$ -	\$ 4,901,945
State Brownfield Redevelopment Fund (50% of SET)	\$ (30,480)	\$ (31,111)	\$ (31,755)	\$ (32,412)	\$ (33,082)	\$ (33,766)	\$ (34,463)	\$ (35,174)	\$ -	\$ -	\$ -	\$ -	\$ (612,743)
<b>State TIR Available for Reimbursement</b>	<b>\$ 213,358</b>	<b>\$ 217,778</b>	<b>\$ 222,286</b>	<b>\$ 226,885</b>	<b>\$ 231,575</b>	<b>\$ 236,359</b>	<b>\$ 241,239</b>	<b>\$ 246,217</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,289,202</b>
Total Local Incremental Revenue	\$ 399,881	\$ 408,165	\$ 416,615	\$ 425,233	\$ 434,025	\$ 442,991	\$ 452,138	\$ 461,467	\$ 470,982	\$ 480,688	\$ 490,589	\$ 500,687	\$ 9,981,891
BRA Administrative Fee (5%)	\$ (32,186)	\$ (32,853)	\$ (33,533)	\$ (34,227)	\$ (34,934)	\$ (35,656)	\$ (36,392)	\$ (37,143)	\$ (23,549)	\$ (24,034)	\$ (24,529)	\$ (25,034)	\$ (744,192)
<b>Local TIR Available for Reimbursement</b>	<b>\$ 367,695</b>	<b>\$ 375,312</b>	<b>\$ 383,082</b>	<b>\$ 391,007</b>	<b>\$ 399,090</b>	<b>\$ 407,336</b>	<b>\$ 415,746</b>	<b>\$ 424,324</b>	<b>\$ 447,433</b>	<b>\$ 456,654</b>	<b>\$ 466,059</b>	<b>\$ 475,652</b>	<b>\$ 9,237,699</b>
<b>Total State &amp; Local TIR Available</b>	<b>\$ 581,053</b>	<b>\$ 593,090</b>	<b>\$ 605,368</b>	<b>\$ 617,892</b>	<b>\$ 630,665</b>	<b>\$ 643,695</b>	<b>\$ 656,985</b>	<b>\$ 670,541</b>	<b>\$ 447,433</b>	<b>\$ 456,654</b>	<b>\$ 466,059</b>	<b>\$ 475,652</b>	<b>\$ 13,526,901</b>
<b>DEVELOPER</b>													
<b>DEVELOPER Reimbursement Balance</b>	<b>\$ 4,196,198</b>	<b>\$ 3,603,108</b>	<b>\$ 2,997,740</b>	<b>\$ 2,379,848</b>	<b>\$ 1,749,183</b>	<b>\$ 1,105,488</b>	<b>\$ 448,503</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<hr/>													
<b>MSHDA Housing Activities - Developer</b>	<b>\$ 4,777,251</b>	<b>\$ 4,196,198</b>	<b>\$ 3,603,108</b>	<b>\$ 2,997,740</b>	<b>\$ 2,379,848</b>	<b>\$ 1,749,183</b>	<b>\$ 1,105,488</b>	<b>\$ 448,503</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
State Tax Reimbursement	\$ 213,358	\$ 217,778	\$ 222,286	\$ 226,885	\$ 231,575	\$ 236,359	\$ 241,239	\$ 164,686	\$ -	\$ -	\$ -	\$ -	\$ 4,207,671
Local Tax Reimbursement	\$ 367,695	\$ 375,312	\$ 383,082	\$ 391,007	\$ 399,090	\$ 407,336	\$ 415,746	\$ 283,816	\$ -	\$ -	\$ -	\$ -	\$ 7,251,393
<b>Total MSHDA Reimbursement Balance</b>	<b>\$ 4,196,198</b>	<b>\$ 3,603,108</b>	<b>\$ 2,997,740</b>	<b>\$ 2,379,848</b>	<b>\$ 1,749,183</b>	<b>\$ 1,105,488</b>	<b>\$ 448,503</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Local Only Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Local Only Reimbursement Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Annual Developer Reimbursement</b>	<b>\$ 581,053</b>	<b>\$ 593,090</b>	<b>\$ 605,368</b>	<b>\$ 617,892</b>	<b>\$ 630,665</b>	<b>\$ 643,695</b>	<b>\$ 656,985</b>	<b>\$ 448,503</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>LOCAL BROWNFIELD REVOLVING FUND</b>													
<b>LBRF Deposits *</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,508</b>	<b>\$ 447,433</b>	<b>\$ 456,654</b>	<b>\$ 466,059</b>	<b>\$ 475,652</b>	<b>\$ 1,986,307</b>
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,508	\$ 447,433	\$ 456,654	\$ 466,059	\$ 475,652	\$ 1,986,307
<b>Total LBRF Capture</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 140,508</b>	<b>\$ 447,433</b>	<b>\$ 456,654</b>	<b>\$ 466,059</b>	<b>\$ 475,652</b>	<b>\$ 1,986,307</b>

\* Up to five years of capture for LBRF Deposits after

**Footnotes:**

Assumes millages rates remain the same.

**Table 3**  
**Rent Loss Gap Calculation**

### Housing TIF Financing Gap Cap Calculation - Multifamily Rental

Project: Lundy Parkway

**\*MSHDA Control Rent Calculation**

FORMULA	Developer AMI Commitment	Location	Type	Control Rent*	-	Project Rent**	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
MSHDA Control Rents	120%	Wayne	1 Bd/2Ba	\$2,725	-	\$1,775	=	\$950	x	25	x	12	x	22	=	\$6,270,000	\$250,800
MSHDA Control Rents	120%	Wayne	2 Bd/1Ba	\$3,445	-	\$2,200	=	\$1,245	x	2	x	12	x	22	=	\$657,360	\$328,680
MSHDA Control Rents	120%	Wayne	2 Bd/2Ba	\$3,445	-	\$2,277	=	\$1,168	x	2	x	12	x	22	=	\$616,704	\$308,352
								<b>TOTAL Housing Subsidy</b>		29						<b>\$7,544,064</b>	\$260,140
																<b>Approved BRA TIF Request</b>	<b>\$11,459,064</b>
																<b>Other Housing Activities Allowed</b>	\$3,915,000
																Infrastructure Improvements/Site Prep	\$3,885,000
																BF/WP Prep and Development	\$30,000
																<b>Total Housing Subsidy Requested for Approval</b>	<b>\$11,459,064</b>

\*\*Utility Allowance Included

**BRA and City  
Brownfield Plan #15**

**DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("**Agreement**") is made as of February \_\_, 2026 (the "**Effective Date**") by and between the Brownfield Redevelopment Authority of the City of Dearborn, a public body corporate, with offices at 16901 Michigan Avenue, Suite 15, Dearborn, MI 48126 (the "**BRA**"), the City of Dearborn, a Michigan municipal corporation with offices at 16901 Michigan Avenue, Dearborn, MI 48126 (the "**City**"), and Smart Town North LLC, a Michigan limited liability company, with offices at 5487 Schafer Road, Dearborn, MI 48126 (the "**Developer**"). As used in this Agreement, BRA, City, and the Developer are, individually, a "**Party**" and, collectively, the "**Parties**."

**RECITALS**

- A. In accordance with the requirements of the Brownfield Redevelopment Financing Act, 1996 PA 381, MCL §125.2651 et. seq., as amended ("**Act 381**"), the BRA approved Brownfield Plan dated August 21, 2025, and assigned BP #15 by the BRA (the "**Brownfield Plan**"), is attached as **Exhibit A** hereto. The Brownfield Plan covers certain property in the City of Dearborn commonly known as 15625 Lundy Parkway, Dearborn, MI 48126 (the "**Property**"), as more particularly described on **Exhibit B** attached hereto.
- B. Developer intends to develop the Property, consisting of approximately 7.67 acres of land, in accordance with the Brownfield Plan. Developer intends to develop the Property into a townhome community consisting of one hundred eleven (111) new residential rental units (the "**Project**").
- C. The Property and the Project are located entirely within the boundaries of the Brownfield Plan.
- D. The Brownfield Plan has designated the Property as "Eligible Property" as defined by Act 381 because the construction of one or more units of residential housing constructed, rehabilitated, or otherwise designed to be used as a dwelling is considered a "housing property" under Section 2(y) of the Act. This designation permits Tax Increment Revenue ("**TIR**"), as defined under Act 381, to be captured and reimbursed for Eligible Activities, as defined by Act 381 for Eligible Costs (defined below). Developer has committed to develop the Property on the condition that Developer will be reimbursed for the Eligible Activities and Eligible Costs completed on the Property in accordance with the Brownfield Plan and this Agreement.
- E. Act 90 of the Public Acts of Michigan of 2023 amended Act 381 to provide, inter alia, that "Eligible Activities" also include, for housing property located in a community with a specified housing need and subject to such other additional requirements as set forth in Act 381, housing development activities, infrastructure improvements that are necessary for housing property and support housing development activities, and site preparation that is

not a response activity and that supports housing development (the "**Housing Eligible Activities**").

- F. In accordance with Act 381 and the Brownfield Plan, Developer, the BRA and the City desire to establish the terms and conditions upon which the BRA will utilize Tax Increment Revenues pursuant to the Brownfield Plan to reimburse Developer for the Eligible Costs that it has incurred for Eligible Activities.
- G. **Additional Obligations of the Parties.** Developer agrees to the following:
- i. Commencing on the first day of year 18 of the Developer's 22-year incentive reimbursement period (the "**Reimbursement Period**"), and subject to buyer demand for the same, Developer agrees to make available for sale at the then-market price (i.e. as determined by comparable area sales), a minimum of two percent (2%) of the residential units in the Project each year until the expiration of the Reimbursement Period. Notwithstanding the foregoing, Developer shall, by the end of the Reimbursement Period, and subject to buyer demand for the same, have made available for sale no-less than forty-nine percent (49%) of the residential units in the Project at the then market price (i.e. as determined by comparable area sales).
  - ii. Upon expiration of the Reimbursement Period, Developer agrees to manage, in compliance with Michigan law, the Project's condominium homeowners' association for the Property (the "**HOA**"). At such time, Developer agrees to keep and maintain the Property and the Project in compliance with all applicable laws, orders, codes, ordinances, rules regulations, requirements, statutes, and directives (collectively, "**Applicable Laws**"). Such maintenance shall include landscaping, snow removal, and upkeep of any private drives/roadways serving the Property and the Project (the "**HOA Maintenance**").
  - iii. During the Reimbursement Period, Developer agrees to pay up to Sixty Thousand and 00/100 Dollars (\$60,000.00) per year for public safety and public works costs incurred by the City in excess of the amounts otherwise covered and set forth in the Brownfield Plan generated from the Project.
- H. The Parties are entering into this Agreement to establish the terms, conditions, and procedures for reimbursing Developer for its Eligible Costs and Eligible Activities from the Tax Increment Revenues generated on the Property and Project.
- I. The Parties further agree that the Recitals stated herewith are incorporated into and shall form part of this Agreement.

### **TERMS AND CONDITIONS**

NOW THEREFORE, in exchange for the consideration in and referred to by this Agreement, the Parties agree as follows:

1. **Definitions.** The following defined terms shall be used in this Agreement:

- (a) "Act 381" shall have the meaning set forth in Recital A.
- (b) "Brownfield Plan" shall have the meaning set forth in Recital A.
- (c) "City" shall mean the City of Dearborn, Michigan, a Michigan municipal corporation.
- (d) "Eligible Activities" shall have the same meaning as defined by Act 381 and shall also generally mean those activities at the Eligible Property that qualify for reimbursement under Act 381 and the Brownfield Plan.
- (e) "Eligible Costs" shall have the same meaning as defined by Act 381 and shall also generally mean the actual costs incurred and paid by Developer to perform Eligible Activities, excluding any interest of such costs, all determined and approved by the BRA in accordance with Section 4 of this Agreement.
- (f) "Fiscal Year" shall mean the fiscal year of the City, a period from July 1 in any calendar year through June 30 of the following calendar year.
- (g) "Improvements" shall mean the work on the development of the Eligible Property, the terms, plans, schedules and responsibilities of which are described in the approved Site Plan, this Agreement and the Brownfield Plan.
- (h) "Maximum Reimbursement Obligation" means the actual amount of the Eligible Costs of the Eligible Activities incurred or paid by Developer and which are eligible for reimbursement under Act 381, this Agreement, and the Brownfield Plan, as may be amended.
- (i) "Tax Increment Revenues" shall have the same meaning as defined in Act 381 and also generally means the tax increment revenues that are generated from the Eligible Property to the extent legally captured and remitted to the BRA pursuant to the Brownfield Plan.
- (j) "Term" shall mean the term of this Agreement, which shall commence on the Effective Date of the Brownfield Plan which is to be the date of final approval of the Brownfield Plan by City Council (the "**Effective Date of the Brownfield Plan**") and continue in force until the first to occur of (i) twenty-four (24) years after the Effective Date of the Brownfield Plan, (ii) the date on which Developer has been fully reimbursed for their actual Eligible Costs in accordance with the terms and conditions of this Agreement, (iii) the termination of this Agreement by the BRA pursuant to an Event of Default in accordance with the terms of this Agreement, or (iv) the mutual written agreement of the parties to terminate this Agreement.
- (k) "Transaction Costs" means the BRA's costs, expenses, and liabilities related to the authorization, execution, administration, oversight, fulfillment of the BRA's obligations under this Agreement, which shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, amendments to the Brownfield Plan, costs for internal or third party review of applications for reimbursement of Eligible Costs,

printing costs, costs of reproducing documents, filing and recording fees, accounting for the loan proceeds and tax increments revenues, overseeing and review, and all other costs, liability, or expenses, related to preparation and carrying out or enforcing the Brownfield Plan or this Agreement, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing and shall not exceed five percent (5%) of the TIR generated by the Property annually and shall not exceed the limitations imposed by Act 381 for the entire duration of the Brownfield Plan.

## 2. Sources and Uses of Tax Increment Revenues.

(a) The following TIRs attributable to the levies of ad valorem taxes and specific taxes upon the Property that are eligible for capture by the BRA under Act 381, will comprise the sources of TIRs available to BRA for purposes of the Brownfield Plan and to make the reimbursement payments required under this Agreement:

- i. Subject to the approval, as may be necessary, of a Michigan Department of Environment Great Lakes and Energy (EGLE), Michigan Strategic Fund (MSF) and/or Michigan State Housing Development Authority (MSHDA) Work Plan (collectively the "**Work Plan**"), where required under Act 381, for the Eligible Activities to be conducted on the Property, levies by the State of Michigan of the State Education Tax ("**SET**").
- ii. Subject to the approval of the Work Plan, where required under Act 381, SET and taxes levied for the school operating purposes and other taxes for District of the City of Dearborn (collectively the "**School Operating Tax**").
- iii. Levies of the City of Dearborn, Wayne County and other taxing jurisdictions that levy ad valorem or specific taxes that are considered "**Local Taxes**" under Act 381.

(b) Anything in this Agreement to the contrary notwithstanding, if the proposed use of TIRs derived from taxes levied for SET and School Operating Tax under 2a(i) and 2(a)(ii), above on the Property (generally referred to as "**School Taxes**"), is not permitted by law or is denied in whole or in part by EGLE, MSF and/or MSHDA, the BRA may capture TIR or approve the use of a combination of TIRs derived from Local Taxes on the Property and the approved portion of School Taxes, if any, to make reimbursement payments under this Agreement. Based on the foregoing, the BRA shall increase the portion of Local Taxes to be used for reimbursement of Eligible Activities to offset any reduction of available School Taxes.

3. **Agreement Construction.** To the extent provisions of this Agreement conflict with the Brownfield Plan, then the terms and conditions of the Brownfield Plan shall control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, then Act 381 shall control.

## 4. Determination of Eligible Activities Qualified for Reimbursement.

- (a) All costs of Eligible Activities attributable to the Property and Project for which Developer seeks reimbursement from TIRs shall satisfy each of the following applicable qualifications:
- i. The Eligible Activity is included in the Brownfield Plan. For purposes of this Agreement and the Brownfield Plan, the meaning of Eligible Activity includes the payment of TIR to Developer of the MSHDA Finance Gap for the differential between the published Control Rents and the actual apartment rents charged by Developer to tenants.
  - ii. Subject to (a)(iii) below, the cost of the Eligible Activity is included in the Brownfield Plan, in an amendment or in a supplement thereto, and the Eligible Activity is conducted in accordance with the terms of the approved Work Plan (where applicable or required), the Brownfield Plan, this Agreement, and all applicable local, state, and federal laws, regulations, rules ordinances, and executive orders.
  - iii. The actual costs incurred by Developer to complete Eligible Activities (the "**Total Costs**"), shall not exceed the total costs of Eligible Activities set forth in the Brownfield Plan, including contingencies, without an amendment to the Brownfield Plan in accordance with Act 381. As long as the Total Costs of Eligible Activities set forth in the Brownfield Plan are not exceeded, including contingencies, line-item costs of Eligible Activities may be adjusted between the line items after the Effective Date of the Brownfield Plan to the extent that the adjustments do not violate the terms of the approved Work Plan (where applicable) and that the Total Costs are not exceeded.
  - iv. For any Eligible Activity that occurs before or after the Effective Date of the Brownfield Plan and is qualified as an Eligible Activity under Act 381:
    - a. The Eligible Activity and the cost of such Eligible Activity are included in an approved Brownfield Plan and Work Plan, if so required, or
    - b. If the cost of such Eligible Activity is pending approval or ineligible to be approved by EGLE, MSF and/or MSHDA or EGLE, MSF and/or MSHDA determines that it will not approve the cost of such Eligible Activity, or if a Work Plan is not required for the Eligible Activity under Act 381, the Eligible Activity and the cost of such Eligible Activity shall be approved for reimbursement from Local Taxes by the BRA.

- v. The cost of the Eligible Activity is payable from TIRs under Act 381; provided, however, that no costs shall be payable from School Taxes unless such cost is, if required under Act 381, included in an approved Work Plan.
- (b) Developer understands and agrees that any reimbursement by or on behalf of the BRA of any expenses for approved activities shall be only for "Eligible Activities" as defined in Act 381 and in the Brownfield Plan for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of Developer shall occur to the extent that TIRs are generated from the Property and Project and those TIRs or other revenues are available under Act 381 and this Agreement for the making of reimbursements to Developer.
- (c) If for some reason any pre-Brownfield Plan approval activities are not approved under the Work Plan for reimbursement, then all such activities shall be considered, for purposes of Act 381 and this Agreement only, to have been conducted by the BRA, and Developer agrees and shall be considered to have performed that Eligible Activity on behalf of the BRA, and such costs shall include but are not limited to the costs to perform demolition, stabilization and critical renovation activities, preparing the Brownfield Plan and the Work Plan, and any costs charged by the EGLE, MSF and/or MSHDA for review of them, and shall be reimbursed to Developer through Local Taxes and, to the extent allowed under Act 381, School Taxes.

**5. Submission of Costs.** Developer shall notify the BRA of the completion of Eligible Activities for which reimbursement may be sought under this Agreement and will execute and deliver to BRA a summary of the completed activities pursuant to this Section 5. Developer shall provide the summary within one hundred eighty (180) days after the date of final completion of the Eligible Activities for which reimbursement is sought under this Agreement, as determined following the issuance of an unconditional certificate of occupancy for all of the Project's residential units. If reasonably necessary, Developer may request an extension of the 180-day deadline to prepare its submittal and the BRA shall not unreasonably condition, delay or deny any such request. Developer may receive progress payments under this Agreement for costs incurred for Eligible Activities that are in-process and/or prior to submitting the final summary at the reasonable discretion of the BRA.

- (a) For those costs for which Developer seeks reimbursement from the BRA as Eligible Costs, Developer shall submit to the BRA the following items, except to the extent waived in writing by the BRA representatives:
  - i. A written statement summarizing the Eligible Costs for which reimbursement is sought;
  - ii. A written statement from Developer or its consultants and/or legal counsel explaining why the costs are appropriate for reimbursement as Eligible Costs under the Brownfield Plan and Act 381;

- iii. Copies of invoices from the consultants, contractors, engineers, or others who provided the services for which reimbursement is being sought;
- iv. A written statement from the consulting engineer or project manager overseeing the Eligible Activities verifying that such Eligible Costs were incurred by Developer for the services or materials for which reimbursement is being sought; and
- v. Any other information which may be required by state authorities or reasonably required by the BRA to verify the costs and that the same can legally be reimbursed to Developer under this Agreement and the Brownfield Plan.

Within ninety (90) days after the end of the Fiscal Year, the BRA shall complete its review of all submissions made by the Developer to confirm that such activities qualify for reimbursement under this Agreement and the Brownfield Plan and advise the Developer in writing ("**Written Determination**") of its confirmation, or if any activities do not so qualify, the specific reasons why the BRA believes that such activities do not so qualify in such Written Determination.

To the extent that any portion of such submission for the reimbursement of Eligible Costs for Eligible Activities is not approved under the Written Determination, an authorized representative of the BRA and of the Developer shall, upon the written request of either party within thirty (30) days after receipt of the Written Determination, meet promptly to discuss the reasons the submission (or any portion thereof) was not approved and the conditions pursuant to which the Developer can obtain approval of such disallowed request, and the Developer and the BRA agree to work cooperatively and diligently to resolve and/or comply with any such conditions.

Developer shall have the right to discuss the determination with the BRA and to clarify the submittal and/or provide additional information to support approval of the submittal and allow Developer a reasonable time to research the finding and prepare a re-submittal of the request with information to support the approval of those Eligible Costs.. The BRA shall then review the additional information provided and make a redetermination of the reimbursement eligibility. To the extent that such submissions are approved, they are subject to payment in the order specified in Section 6(a).

**6. Reimbursement Payments.** Reimbursement payments for Eligible Costs shall be made no more than annually to the Developer in accordance with Section 6(b) on the following terms and conditions:

- (a) Pursuant to the Brownfield Plan between the BRA, City and Developer, the Eligible Property will be developed, through the efforts of Developer, for the Project. It is the express intent of the parties that, as between them, the TIRs shall be paid first to the BRA for its 5% Administrative Fee for the costs of managing the BRA and Brownfield Plan with the remaining TIRs being paid to Developer for reimbursement of its Eligible Activities. In any Fiscal Year during the Term where there are Tax Increment Revenues, the BRA shall remit in this order:

- i. Administrative Fees incurred by the BRA, in an amount not to exceed 5% of the TIR annually.
  - ii. The State Revolving Loan Fund capture equal to 50% (3 mills) of the SET for the first twenty-five (25) years of capture.
  - iii. Then, one hundred percent (100%) of the total remaining amount of the TIRs shall be paid to Developer until Developer has been completely reimbursed for all Eligible Costs for the work performed.
  - iv. Should Developer be fully reimbursed for its Eligible Costs prior to the expiration of the Term of this Agreement, then Tax Increment Revenues shall be paid to the BRA for purposes of funding the Local Brownfield Revolving Fund (LBRF).
- (b) The BRA shall determine the TIRs within ninety (90) days after the end of the Fiscal Year and remit reimbursement to the Developer no later than October 31 of the same year, but only to the extent that TIRs attributable to the Property and Project are available. If sufficient TIRs attributable to the Property and Project are not available at the time a submission is approved and payment is due, the approved amount shall be paid from TIRs attributable to the Property and Project that are next received by the BRA. The BRA reimbursement responsibility is dependent on funds received from taxing jurisdictions provided that these taxes have been paid by any owner of any portion of the Property. If the TIRs are retroactively adjusted for any Fiscal Year as a result of changes in Applicable Law or an action of the State of Michigan Tax Tribunal, the State of Michigan Tax Commission action or other outside entity having subject-matter jurisdiction, then the BRA shall make a corresponding corrective adjustment to the amount of TIRs for any Fiscal Year affected and deduct the amount of any overpayment from the TIRs calculated for the then current Fiscal Year, and to the extent the overpayment is not fully deducted, any subsequent Fiscal Year as necessary.
- (c) All reimbursement obligations of the BRA under this Agreement shall expire at the end of the Term of this Agreement, whether or not Developer has been fully reimbursed for its Eligible Costs at that time.
- (d) The amount of Eligible Costs for the Eligible Activities to be reimbursed under this Agreement shall be subject to the following limitations:
  - i. No reimbursements shall be made in excess of the Maximum Reimbursement Obligation.
  - ii. No reimbursements shall be made in excess of the Eligible Costs for the Eligible Activities as approved pursuant to Section 4 of this Agreement.
  - iii. No reimbursements shall be made during the pendency of any action, suit, proceeding or investigation pending before any court, public board or body

to which the City, Developer, or the BRA is a party, or threatened against the City, Developer, or the BRA specifically related to contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision that would have a material adverse effect upon the ability of the BRA to collect and use TIRs to fund the BRA reimbursement obligations under this Agreement.

- iv. No reimbursements shall be made during the pendency of any Event of Default by Developer hereunder or any action by Developer that, eventually with the passage of time or giving of notice, would become an Event of Default.
- (e) Anything in this Agreement to the contrary notwithstanding, the City, BRA and Developer shall comply with all Applicable Laws, ordinances, executive orders, or other regulations imposed by a properly constituted governmental authority with respect to the Property and Project.

**7. BRA Administrative and Operating Costs.**

- (a) The BRA shall retain TIRs attributable to the Property and Project to pay for the actual Transaction Costs to conduct activities permitted under Act 381. The amount that the BRA shall retain for the Transaction Costs shall be limited to five percent (5%) of TIR generated by the Property and Project in any Fiscal Year under the Brownfield Plan and shall not exceed the limitations imposed by Act 381 for the entire duration of the Brownfield Plan.
- (b) The BRA may retain the amount permitted by this Section 7 prior to making any reimbursement under Section 6 to Developer. To the extent TIRs are not available from levies of Local Taxes for any year in an amount sufficient to make the reimbursement under this Section 7 for that year, the shortfall may be reimbursed from any subsequent years' TIRs attributable to the Property after reimbursements required under this Section 7 and Section 6 are made for the year in question.
- (c) Developer shall be responsible for the preparation of the Work Plan for submittal to EGLE, MSF or MSHDA, as applicable, for review and approval. However, it is the legal responsibility of the BRA to transmit and submit the Work Plan to the applicable agency for approval (EGLE, MSF or MSHDA).

**8. Limitation on Obligation to Fund Eligible Costs.**

- (a) Developer will use its own funds (equity and loan proceeds) to pay for the Eligible Costs. Developer acknowledges and agrees that the BRA has not made any guaranty or warranty that there will be any TIRs or that the same will be sufficient to reimburse Developer of all Eligible Costs under this Agreement. If, for any reason, TIRs from the Property and Project do not result in the sufficient revenues to satisfy the reimbursement undertakings made by the BRA under the Brownfield Plan and/or this Agreement or if there are changes in the law that prevent the BRA from capturing TIRs, Developer shall have no claim or further

recourse of any kind or nature against the BRA or the City, and in such event shall not assert or prosecute any claim seeking to hold the BRA or City liable.

- (b) Developer shall pay and discharge prior to the date when a penalty would apply, as often as the same may become due and payable, all real property and personal property taxes of whatever nature that may be levied or assessed against it or the Property and Project.

**9. Representations and Warranties.**

- (a) Developer represents and warrants to the BRA that:
  - i. Developer is a Michigan limited liability company and has the power and authority to consummate the transactions contemplated under this Agreement.
  - ii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Developer.
  - iii. Developer has not submitted or begun any legal action, tax appeal, proceeding, action or examination, claim, or demand whatsoever relating to the Property.
  - iv. Neither the execution and delivery of this Agreement nor Developer's performance hereof are restricted by or violate any known contractual or other obligations of Developer.
  - v. Developer has obtained or is in the process of obtaining all necessary consents from third parties necessary to execute, deliver, and perform its obligations under this Agreement.
- (b) The BRA and City represents and warrants to Developer that:
  - i. The BRA and City are Michigan public body corporates and have the power and authority to consummate the transactions contemplated under this agreement.
  - ii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the BRA and City.
  - iii. Neither the execution of this Agreement nor the performance hereof are restricted by or violate any contractual or other obligations of the BRA or City.

- iv. The BRA and City have obtained all necessary consents from third parties necessary to execute, deliver and perform its obligations under this Agreement.

Developer nor the BRA or City have made any material misrepresentations of fact or in the inducement of the performance or administration of this Agreement.

## **10. Default and Remedies.**

- (a) Default. Each of the following events shall constitute an "Event of Default" under this Agreement:

- i. The breach of this Agreement or other failure by the City, BRA or Developer to carry out its obligations under this Agreement within thirty (30) days after written notice of such breach or failure from one of the other parties, including HOA Maintenance, unless the nature of the HOA Maintenance improvement is limited by the seasonality of the affected improvement (e.g. road paving), which will otherwise be completed within thirty (30) days of the next available season for improvements;
- ii. If any submission, representation, or warranty of the City, BRA or Developer was materially inaccurate when made, and not corrected within sixty (60) days after written notice thereof from one of the other parties;
- iii. Any filing of bankruptcy or bankruptcy reorganization by the City, BRA or Developer;
- iv. A default by the City, BRA or Developer on past applicable grace or cure periods under this Agreement.

- (b) Remedies. Upon the occurrence of an Event of Default, the City, BRA and Developer shall have all legally available remedies but shall not be entitled to speculative or punitive damages.

Should a party allege an Event of Default, the party claiming a default must provide a written notice of such Event of Default to the party allegedly in default, detailing the event and information supporting the allegation. The party allegedly in default then shall have a reasonable period of time to investigate the alleged default and either refute the alleged default or confirm the default and provide information to clarify the alleged default and offer a plan to cure the default within a reasonable time period.

In addition, the BRA shall have the following specific remedies:

- i. The BRA may, after providing Developer a reasonable time period to investigate and cure a confirmed Event of Default, terminate this Agreement by giving ninety (90) days advanced written notice to Developer. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

- ii. The BRA shall have the right to deduct or set off from any reimbursement obligations of the BRA to Developer under this Agreement (i) reasonable costs and expenses related to the enforcement of the terms of this Agreement or (ii) reasonable costs and expenses for other claims in the event of a breach or default by Developer under this Agreement.

**11. BRA Default and Remedies.** Upon a breach of this Agreement or other failure by the BRA to carry out its obligations under this Agreement within thirty (30) days after written notice of such breach or failure from Developer, Developer shall have the right to pursue a claim to collect amounts due from the BRA, and shall be entitled to reasonable costs and expenses related to the enforcement of the terms of this Agreement.

**12. Indemnification.** Developer agrees to indemnify and hold harmless the City and BRA from successful claims, suits, demands, judgments, liens, or causes of action made against the City or its BRA, its elected and appointed officials, officers, employees, agents, representatives, or volunteers, to the extent that the foregoing directly result from the negligent actions of Developer and its officers, employees, agents, or representatives arising from or in connection with the performance of this Agreement.

This Section is not intended, and shall not be construed, to waive or limit any immunity defense which the respective governmental entity may have, including, but not limited to, governmental immunity. The indemnity provisions set forth herein shall survive the termination of this Agreement.

**13. Insurance.** Developer agrees to maintain Commercial General Liability Coverage in amounts typical for the industry during construction of the Project and will maintain the following types of insurance during construction of the Project in not less than the amounts indicated below:

- a. Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Additional Insured: The certificate must contain, as an endorsement, additional insured language in favor of the City and BRA 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 or BRA.
- c. Endorsement: The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City and BRA, except upon a judicial determination of willful or ordinary or gross negligence by the City or BRA officers, agents, and/or employees.
- d. Excess/Umbrella Coverage: Excess/Umbrella coverage providing excess over the afforded general liability for limits not less than \$5,000,000 per occurrence.

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

- e. Cancellation Clause: Cancellation clause shall state not less than thirty (30) days after notice of cancellation is received by the City and BRA.

**14. Restriction on Use of Tax Increment Revenues.** Notwithstanding any other provisions of this Agreement, the use of TIRs shall be conditioned upon the MSHDA approval of the use of TIRs realized from the School Taxes to pay Eligible Costs and, if approved by the MSHDA for a specific time period, the use of other TIRs to pay for Eligible Costs shall be limited to the same time period.

**15. Restriction on Reimbursement of Housing Eligible Activities.** Notwithstanding any other provisions of this Agreement, the use of Tax Increment Revenues to reimburse any Housing Eligible Activities shall also be conditioned upon Developer complying with, to the reasonable satisfaction of the BRA, the following requirements:

- a. **Definitions.** The following terms used throughout this Section 15 shall be defined as follows:
  - i. "Income Limit" means the maximum Household Income that may be earned, determined no less than 30 days nor more than 90 days prior to entering into a lease, by a household leasing an Attainable Unit. For purposes of this Section 15, the relevant income limits for a household at the time of a Lessee's initial lease or lease renewal, are those most recently published by MSHDA for Wayne County, Michigan (and as made available by the BRA to Developer upon request), and are at or below 120% of the area median income (AMI) based on household size for twenty-nine (29) of the residential dwelling units, as identified in the Brownfield Plan.
  - ii. "Attainable Housing Requirement" means that at all times during the Attainability Period, not less than twenty-nine (29) of the residential dwelling units within the Project must be available to qualifying households whose Household Income does not exceed the applicable Income Limit.
  - iii. "Attainability Period" means twenty-two years or the duration of reimbursement of Tax Increment Revenues for Housing Eligible Activities under this Agreement, whichever is longer.
  - iv. "Attainable Unit" means a residential dwelling unit within the Project that, together with other Attainable Units, satisfies the Attainable Housing Requirement.
  - v. "Income Checklist" means a checklist that contains information necessary to determine Household Income, along with supporting documentation, provided by or in a form approved by the BRA.

- vi. "Tenant Household Self-Certification Form" means a form that contains information necessary for tenants to self-certify their Household Income, provided by or in a form approved by the BRA.
  - vii. "Tenant Income and Rent Report" means a report containing information necessary to adequately demonstrate tenant income and rental rates charged, provided by or in a form approved by the BRA.
  - viii. "Lessee" means any individual(s) that enters into a lease with Developer for any Attainable Unit in the Project.
  - ix. "Household Income" means the annual income of the group of persons residing together within the Attainable Unit, subject to the inclusions and exclusions set forth in 24 CFR § 5.609.
- b. **Obligation of Developer.** Developer shall satisfy the Attainable Housing Requirement by constructing or developing, and leasing Attainable Units subject to the terms and conditions of this Section 15.
- c. **Attainable Unit Specifications.** An Attainable Unit shall be comparable in overall quality of construction and maintenance, and with equal access to amenities (including parking), to a typical and similarly-situated market-rate unit.
- d. **Income Certification.** During the Attainability Period, Developer shall conduct annual income certifications to ensure the Household Income of the Lessee does not exceed the applicable Income Limit. Developer shall obtain a completed Income Checklist, including all supporting documentation, (a) no less than 30 days nor more than 90 days prior to the date of entering into a lease for an Attainable Unit, and (b) no less than 30 days nor more than 90 days prior to each fifth anniversary of such date. Developer shall, in the intervening years (i.e., years two, three, four, six, etc.) obtain a completed Tenant Household Self-Certification Form for each Lessee no less than 30 days nor more than 90 days prior to lease renewal.
- e. **Over-Income.** An Attainable Unit is "over-income" and out of compliance with the Attainable Housing Requirement when a Lessee experiences an increase in Household Income causing them to surpass the applicable Income Limit by more than 10%. If a Lessee is determined to be "over-income," Developer must provide notification to the Lessee and the BRA at least 15 days prior to the end of an annual lease. If the Lessee Household Income exceeds 10% of the applicable Income Limit, Developer may rent the residential dwelling unit at market rate to the Lessee or some other person and instead rent the next available unit of similar size as an Attainable Unit. Provided, however, if Developer elects to rent the residential dwelling unit at market rate to a person other than the Lessee, Developer must provide the Lessee at least 30 days to vacate the unit.

- f. **Reporting & Document Retention.** Within sixty (60) days after the end of each calendar year of the Attainability Period, Developer shall provide the BRA with a report containing the following information: (1) the total number of residential rental units for which an unconditional certificate of occupancy has been issued by the City and the total number of Attainable Units in the Project; (2) the Tenant Income and Rent Report for the previous calendar year for all Attainable Units subject to this Agreement; and (3) the number of Attainable Units that are "over-income" and out of compliance due to a previously-qualified Lessee exceeding the applicable Income Limit by more than 10% and Developer's plan to comply with the Attainable Housing Requirement. The BRA may either (a) accept the report, or (b) request documentation from Developer to verify some or all of the information in the report, which documentation may include but shall not be limited to income certification documentation and leases. Developer shall provide the requested documentation within thirty (30) days of receiving such request. Furthermore, Developer will provide access to the Project and all records that may pertain to this Agreement within fifteen (15) days of request by the BRA. If the BRA determines that the Attainable Housing Requirement has not been met, the BRA will provide Developer with a written determination describing the specific deficiency. Developer shall retain a copy of all Income Checklists (including supporting documentation) and Tenant Household Self-Certification Forms for a minimum of five years. Developer shall retain a copy of all residential leases for a minimum of three years after a Lessee vacates the premises.
- g. **Marketing.** Developer will market the Project to affordable applicants with the intention of meeting the requirements of this Agreement. Should an income-restricted unit remain vacant for longer than 30 days due to lack of income-qualified applicants, with the written approval of the BRA, Developer may rent the unit to a market rate applicant and rent the next available unit of approximate size and number of bedrooms as an Attainable Unit.
- h. **Notice and Notification of End of Affordability Period.** At all times during the Attainability Period, every lease between Developer and a Lessee must contain highly visible notification to the Lessee of the benefit derived from this Agreement, the Lessee's obligations, and the terms under which the benefit would no longer be available, including (1) if in the future the Lessee's Household Income exceeds the applicable Income Limit, or (2) the expiration of the Attainability Period.
- i. **Third Party Management.** Developer may enter into a contract with a third-party property management firm ("**Property Manager**"), which may, as part of its contract with Developer, perform certain services described in this Agreement. Developer acknowledges that it remains responsible for all obligations, liable for all defaults, and subject to all remedies under this Agreement regardless of the performance of any Property Manager.
- j. **Compliance with Laws.** Developer shall at all times comply with all federal, state, and local laws and regulations in connection with its leasing activities, including,

but not limited to, compliance with the Landlord-Tenant Act, Act 348 of 1972, as amended, and the Revised Judicature Act of 1961, Act 236 of 1961, as amended.

- k. **Order of Reimbursement.** The BRA will reimburse Housing Eligible Activities (i.e. financing gap) only after full reimbursement has been made of all other Eligible Costs (i.e. site preparation and infrastructure) as required by this Agreement.
- l. **Default.** Any failure to satisfy the obligations in this Section 15 shall be a breach of this Agreement. The BRA remedies for a breach of this Section 15 are as follows:
  - i. **Violation of Agreement With Respect to Attainable Housing Requirement.** If Developer markets or charges rent, for an Attainable Unit, in a manner that is inconsistent with the Attainable Housing Requirement, the BRA may declare an event of default by providing notice to Developer. Unless otherwise excepted herein, upon Developer's receipt of such notice, Developer shall have sixty (60) calendar days to cure the default by either (1) marketing or charging rent in a manner that is consistent with this Agreement; and (2) Developer paying damages in the following amount:
    1. the excess of actual rent received by Developer over the reasonable amount that would otherwise apply for each unit not in compliance; plus
    2. the enforcement costs of the BRA with respect to the Attainable Units that are subject to such damages.

If the BRA is entitled to pursue its remedies under this Section 15(1) then Developer shall provide the BRA an accounting of the actual rent received by Developer as referenced above. Upon the payment of any such liquidated damages outlined above, Developer shall be deemed to be in compliance under this Agreement with respect to each Attainable Unit for the time period to which the liquidated damages that have been paid pertain. If Developer does not pay such liquidated damages within thirty (30) days of receipt of such invoice, the BRA may retain an amount up to and including the amount of liquidated damages invoiced from any and all payments it would otherwise be required to make to Developer pursuant to this Agreement. Nothing contained in this Section 15 shall limit the exercise of any other legal remedies available to either party.

- ii. **Repayment to the BRA.** Any amounts required to be paid to the BRA under this Agreement may be transferred to the City and disbursed proportionately to the respective taxing jurisdictions, or for any other eligible purpose under Act 381 that the BRA determines.
- iii. **Withholding of Reimbursement.** As an additional remedy, if Developer fails to satisfy the obligations of this Section 15, Developer shall not be

entitled to reimbursement of the Housing Eligible Activities (i.e. financing gap) for the Project.

**16. Miscellaneous.**

- (a) Entire Agreement; Modification. This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by all of the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. The parties shall cooperate to amend the Agreement if the Brownfield Plan is amended or if any other change in circumstance warrants such an amendment. Each party will, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, as may be necessary in order to carry out the terms and conditions of this Agreement. Each party further covenants that from and after the Effective Date of this Agreement, each party shall use its reasonable efforts to cooperate with each other to secure all consents, approvals, authorizations, and otherwise take such further actions necessary to affect the Project and other activities contemplated by this Agreement.
- (b) Assignment. This Agreement and the rights and obligations under this Agreement are assignable and transferable, subject to the reasonable approval of the BRA and City Council, which shall not be unreasonably conditioned, denied or withheld. This Agreement shall be binding upon any successors or permitted assigns of the parties. In the event of any assignment or transfer of any right or obligation hereunder such transfer or assignment shall not be effective unless a prior written notice is provided to the other party. This Agreement shall not be affected or altered in any way by any sale, lease or other disposition or sale of all or a portion of the Eligible Property.
- (c) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Michigan. To the extent permitted by Michigan law, the jurisdiction and venue for any action brought pursuant to, arising from or to enforce any provision this Agreement shall be solely in Michigan courts of competent jurisdiction, and the prevailing party in any such action shall, in addition to any other remedy, be entitled to recover its reasonable costs, including, filing fees, legal fees, expert fees, discovery expenses and other reasonable costs incurred to investigate, bring, maintain or defend any such action from its first accrual or first notice thereof through all appellate and collection proceedings.
- (d) No waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.
- (e) Severability. If any party of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not the Agreement as a whole.

(f) Notices. Notices and reimbursements shall be sent to the following addresses:

To the BRA:

City of Dearborn Brownfield Redevelopment Authority  
City of Dearborn  
16901 Michigan Avenue, Suite 15  
Dearborn, MI 48126  
Attn.: Economic and Community Development Director

With a copy to:

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

To the City:

Office of the Mayor  
16901 Michigan Avenue, Suite 20  
Dearborn, MI 48126  
Attn.: Abdullah Hammoud, Mayor

With a copy to:

Corporation Counsel  
16901 Michigan Avenue, Suite 14  
Dearborn, MI 48126  
Attn.: Corporation Counsel

To the Developer:

Smart Town North LLC  
5487 Schafer Road,  
Dearborn, MI 48216  
Attn: Mohamed Sohoubah

With a copy to:

Warner Norcross + Judd LLP  
150 Ottawa Avenue NW, Suite 1500  
Grand Rapids, MI 49503  
Attn.: Jared T. Belka

- (g) Time of the Essence. Time is of the essence in this Agreement.
- (h) Counsel Matters. Developer, the City and the BRA have each had the opportunity to consult with counsel regarding this Agreement. Therefore, this Agreement shall not be construed against either party as the drafter of same.
- (i) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Developer, the City and the BRA, and their respective heirs, successors, assigns and transferees, including to transferees of the Eligible Property.
- (j) Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- (k) Freedom of Information Act. Developer understands that all communications, information, and/or documentation submitted by them may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976 as amended, and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed as it relates to this Agreement, Petitions for Reimbursement and supporting documentation, unless otherwise exempted.
- (l) No Third Party Beneficiaries. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in any consultant, contractor, subcontractor, or other third-parties. This Agreement shall not be construed to create any third-party beneficiary contract claim, and the parties intended there to be no third-party beneficiaries.
- (m) Signatures. This Agreement may be signed in counterparts each of which shall be deemed an original and all of which shall be deemed one and the same document. The parties have signed this Agreement as of the date first written above.

**[Signatures appear on the following page]**

BROWNFIELD REDEVELOPMENT  
AUTHORITY OF THE CITY OF DEARBORN,  
a public body corporate

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Authorized Agent

STATE OF MICHIGAN     )  
  ) ss,  
COUNTY OF WAYNE     )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, of the Brownfield Redevelopment Authority of the City of Dearborn, a public body corporate.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission expires: \_\_\_\_\_

CITY OF DEARBORN, a Michigan municipal corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Mayor

STATE OF MICHIGAN     )  
                                  ) ss,  
COUNTY OF WAYNE     )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, of the City of Dearborn, a municipal corporation.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission expires: \_\_\_\_\_

SMART TOWN NORTH LLC, a Michigan limited liability company

By: \_\_\_\_\_

\_\_\_\_\_  
Mohamed Sohoubah, Manager

STATE OF MICHIGAN     )  
  ) ss,  
COUNTY OF WAYNE     )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, of Smart Town North LLC, a Michigan limited liability company.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**BROWNFIELD PLAN  
(Brownfield Plan #15)**

[see attached]

**EXHIBIT B**

**Property**

**Parcel Number:** 82-09-123-01-020

**Property Address:** 15625 Lundy Parkway, Dearborn, MI 48126

**Legal Description:** LOTS 7 THRU 9 FAIRLANE NORTH SUBDIVISION 7.671 AC



ECONOMIC DEVELOPMENT

# Smart Town North Incentives Request Overview

# PROJECT BACKGROUND

## Project Overview: \$31M+ Private Investment

- **New Construction Townhomes:**  
111 units & associated infrastructure and green space. Rental units at first, 49% to be converted to owner-occupied.
- **First project (Midtown Luxury Townhomes) – 80%+ occupied**



## Progress to-date:

Special Land Use Approval  
**October 2024**

Dearborn BRA Approval  
**January 20, 2026**

Council Study Session  
**January 27, 2026**

# Incentives Request Overview

An aerial photograph of a large, multi-story building complex, likely a university or corporate campus, with a large parking lot filled with cars. The image is overlaid with a dark blue gradient, making the text stand out.

# What is being requested of the City?

Tax incentives valued at \$7.2M max locally via reimbursement of new taxes generated by the development.

Property would pay approx. \$1.3M in baseline local property taxes and \$744K in admin fees, plus 4 years of TIF capture to the City for the life of the incentives.

# Analysis Framework & Focal Points

- Breaking Even - benefit to the City should at least equal the anticipated cost of city services for the project during the incentive period.
- Securing Performance and Benefits - creating assurance and protection for the City via a clear, comprehensive Reimbursement Agreement.
- Financial & Market Considerations - evaluating variables that affect viability of the project with or without incentives.

# Break-Even Analysis: Service Cost vs. City Benefit

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## Estimated Direct Benefits to the City During the Incentive Period:

- **Taxes Paid:** \$45,280 per year (\$1,267,833 total) - **no reduction in revenue coming into the City.**
    - *Amount above includes the following:*
      - *\$6,785 per year fixed amount for Operating, Rubbish, and Library*
      - *\$38,495 per year in CSO debt millage revenue that will increase annually as normal.*
  - **Administrative Fees:** \$27,562 per year avg. (\$744,192 total)
  - **Service Costs Payment:** up to \$60K for excess service costs (\$1.68M total)
  - **Brownfield Revolving Fund:** \$140,508 in year 25, then \$461,449 average per year
-

# Break-Even Analysis: Service Cost vs. City Benefit

## Estimated City Service Costs During Incentive Period:

Annual Service Cost: \$ 129,562

*(est. 5% inflation factor per year)*

Police: \$ 73,057

Fire: \$ 56,505

**28-YEAR TOTAL: \$ 4,988,813**

## Summary of Total Estimated Direct Benefit to the City:

Local Tax Revenue: \$ 1,267,833

Admin Fees: \$ 744,192

LSRRF Contribution\*: \$ 1,986,307

Service Cost Pmts\*\*: \$ 1,680,000

**28-YEAR TOTAL: \$ 5,678,332**

\* LSRRF Contribution = for 4 years following developer reimbursement, the City captures all TIF millages locally.

\*\* Developer will pay up to an additional \$60K/year if service costs exceed estimates, adding \$1.6M in benefits.

# Performance & Benefits: Reimbursement Agreement

**Goal: Ensure performance on City objectives for the entire incentive period.**

**Examples:**

- *Development and maintenance of amenities that benefit surrounding area (e.g. green spaces, walking paths, connection to adjacent parcels).*
- *Converting 49% of all units to owner-occupied by end of the incentive period.*

# Market & financial considerations

## Private Investment

- Min. \$31M investment + land acquisition & carrying cost.

## Impact of Incentives on Investment

- IRR w/o incentive: 0.2%
- IRR w/incentive: 8.48%

# Opportunities for positive impact to Dearborn

## **Partnership to bring more housing to Dearborn**

- Additional housing units to meet our demand of 1,500 units (nearly 10% of goal)
- Support overall development vision of the surrounding area, including a 21-acre City-owned site.

# Incentives Process Overview

An aerial photograph of a large corporate campus, featuring several multi-story office buildings, extensive parking lots filled with cars, and green spaces with trees. The image is overlaid with a dark blue gradient, which serves as a background for the white text.

# Incentives Process: Steps After BRA

## State Brownfield “MSHDA TIF”

1. Council approval of Brownfield Plan & Reimbursement Agreement
2. MSHDA approval of Brownfield Plan



## EXECUTIVE SUMMARY AND MEMORANDUM

**REQUEST:** Request to approve a Memorandum of Understanding (MOU) between the City of Dearborn and Jefferson East, Inc. establishing a pilot program for weatherization and energy efficiency focused home repair, and further to authorize the Mayor and Economic Development Director to execute the MOU and any other necessary documents to conduct the pilot.

**DEPARTMENT:** Economic Development

**BRIEF DESCRIPTION:** Jefferson East, Inc. (JEI) is a Detroit-based nonprofit that has successfully deployed a home repair program in Detroit for several years, funded by resources from DTE's Energy Efficiency Assistance (EEA) Program. The program funds a variety of improvements associated with energy efficiency and weatherization. JEI secured additional resources to expand this program, and desires a partnership with Dearborn to establish a scalable model for deploying home repair services in communities outside of JEI's historic service area, which is anchored in Detroit's East Jefferson corridor. The pilot would support a minimum of 25 homes within the City of Dearborn and would be run entirely by JEI, with oversight and support from the Economic Development Department.

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### PRIOR COUNCIL ACTION:

NA

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### BACKGROUND:

Jefferson East, Inc. (JEI) is a Detroit-based nonprofit that has successfully deployed a home repair program in Detroit for several years, funded by resources from DTE's Energy Efficiency Assistance (EEA) Program. The program funds a variety of improvements associated with energy efficiency and weatherization. JEI secured additional resources to expand this program, and desires a partnership with Dearborn to establish a scalable model for deploying home repair services in communities outside of JEI's historic service area, which is anchored in Detroit's East Jefferson corridor. The pilot would support a minimum of 25 homes within the City of Dearborn and would be run entirely by JEI, with oversight and support from the Economic Development Department.

Generally, the pilot would support the following repairs:

- Weatherization activities: roofing, windows, and other repairs that maximize the home's efficiency in terms of minimizing the impact of the elements on home conditions and utility usage.
- HVAC and other utility-related systems in the home
- Porches, steps (internal and external), and other home elements that affect safe access to the utility systems for maintenance purposes (e.g. steps into a basement where the furnace is).

These activities complement work that is also eligible for the City's Home Repair and Porch and Step programs, including our CDBG activities and the recently secured \$1.5M federal grant for home repair work. ED recommends entering this pilot to provide additional expert capacity to serve more homes simultaneously in Dearborn. This will allow us to both serve more homes and incorporate industry best practices into our internal programs, ultimately leading to better outcomes for Dearborn homeowners.

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### FISCAL IMPACT:



## **EXECUTIVE SUMMARY AND MEMORANDUM**

This partnership will have no financial cost to the City of Dearborn but will provide grants to a minimum of 25 Dearborn homes, improving their property values. While the City will spend no dollars on this partnership, we will provide in-kind use of office/conference space as needed for JEI staff.

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### **COMMUNITY IMPACT:**

This partnership will improve a minimum of 25 homes and increase access to affordable repair services for our residents. This will enhance quality of life in our neighborhoods and help homes reduce their utility costs.

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### **IMPLEMENTATION TIMELINE:**

The partnership will remain in effect for 12 months following approval.

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### **COMPLIANCE/PERFORMANCE METRICS:**

The Economic Development Department will ensure compliance with the terms of the MOU and that all projects adhere to all applicable regulations and requirements.



**ECONOMIC  
DEVELOPMENT**

## **EXECUTIVE SUMMARY AND MEMORANDUM**

**TO:** City Council

**FROM:** Jordan Twardy, Director of Economic Development

**VIA:** Mayor Abdullah H. Hammoud

**SUBJECT:** MOU for Pilot Program with Jefferson East Inc to provide home repair services for eligible Dearborn residents at no cost to the City.

**DATE:** April 14, 2026

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### **Summary of Request**

Request to approve a Memorandum of Understanding (MOU) between the City of Dearborn and Jefferson East, Inc. establishing a pilot program for weatherization and energy efficiency focused home repair, and further to authorize the Mayor and Economic Development Director to execute the MOU and any other necessary documents to conduct the pilot. Immediate effect is requested.

### **Background and Justification**

Jefferson East, Inc. (JEI) is a Detroit-based nonprofit that has successfully deployed a home repair program in Detroit for several years, funded by resources from DTE's Energy Efficiency Assistance (EEA) Program. The program funds a variety of improvements associated with energy efficiency and weatherization. JEI secured additional resources to expand this program, and desires a partnership with Dearborn to establish a scalable model for deploying home repair services in communities outside of JEI's historic service area, which is anchored in Detroit's East Jefferson corridor. The pilot would support a minimum of 25 homes within the City of Dearborn and would be run entirely by JEI, with oversight and support from the Economic Development Department.

Generally, the pilot would support the following repairs:

- Weatherization activities: roofing, windows, and other repairs that maximize the home's efficiency in terms of minimizing the impact of the elements on home conditions and utility usage.
- HVAC and other utility-related systems in the home
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These activities complement work that is also eligible for the City's Home Repair and Porch and Step programs, including our CDBG activities and the recently secured \$1.5M federal grant for home repair work. ED recommends entering this pilot to provide additional expert capacity to serve more homes simultaneously in Dearborn. This will allow us to both serve more homes and incorporate industry best practices into our internal programs, ultimately leading to better outcomes for Dearborn homeowners.



**ECONOMIC  
DEVELOPMENT**

# EXECUTIVE SUMMARY AND MEMORANDUM

## Signature Page

DocuSigned by:

Handwritten signature of Jordan Twardy in black ink.

1C7ADC7466A843C...

Jordan Twardy

Economic Development Director

Signed by:

Handwritten signature of J. Carter Fisher in black ink.

C7B59FDCBEA1495...

J. Carter Fisher

Corporation Counsel

DocuSigned by:

Handwritten signature of Michael Kennedy in black ink.

F77919D1421447F...

Michael Kennedy

Chief Financial Officer

## **Memorandum of Understanding (MOU)**

**Between**

**Jefferson East, Inc. (JEI)**

**and**

**The City of Dearborn**

### **Regarding Deployment of Home Repair and Energy Efficiency Services**

#### **1. Purpose**

This Memorandum of Understanding (“MOU”) establishes a cooperative partnership between Jefferson East, Inc. (JEI) and the City of Dearborn to pilot the deployment of home repair, weatherization, and energy efficiency improvements for homeowners within the City of Dearborn.

The pilot initiative will initially target a minimum of twenty-five (25) households within the City of Dearborn. Services will be delivered through resources available via DTE Energy’s Energy Efficiency Assistance (EEA) Program.

The goal of this partnership is to improve housing conditions, reduce household energy burdens, and establish a scalable model for deploying home repair services in communities outside JEI’s historic service area.

#### **2. Roles and Responsibilities**

##### **2.1 Responsibilities of the City of Dearborn**

###### **1. Identification of Eligible Households**

The City will provide JEI with a list of households located within Dearborn that may qualify for home repair assistance, prioritizing households experiencing critical housing issues including non-functioning furnaces, failing central air systems, and other major HVAC deficiencies.

###### **2. Office and Intake Space**

The City will provide workspace within a municipal facility for up to two (2) JEI staff members to conduct homeowner intake services one to two days per week.

###### **3. Permitting and Inspection Support**

The City will work to provide expedited permitting and inspection services for homeowners participating in the program.

###### **4. Community Outreach Support**

The City will assist in developing and maintaining a list of Dearborn homeowners interested in participating in home repair programs and will share this information with JEI.

## **2.2 Responsibilities of Jefferson East, Inc.**

### **1. Homeowner Intake and Eligibility Screening**

JEI will conduct homeowner outreach and intake, collect required documentation, and assist residents with applications for the DTE Energy Efficiency Assistance Program.

### **2. Program Administration**

JEI will administer all aspects of home repair work funded through the program, including inspections, scope development, contractor management, repair oversight, and post-construction inspections.

### **3. Compliance and Program Standards**

JEI will ensure that all activities comply with requirements established by DTE Energy's Energy Efficiency Assistance Program, including third-party inspections conducted by SEEL.

### **4. Homeowner Support and Issue Resolution**

JEI will address homeowner concerns, questions, or complaints related to repairs completed through the program and coordinate corrective actions when necessary.

## **3. Program Oversight and Monitoring**

### **1. Staff Coordination Meetings**

JEI and City of Dearborn staff will meet bi-weekly to review program performance, identify additional eligible households, and address service delivery issues.

### **2. Public Reporting**

JEI and City of Dearborn staff will provide quarterly updates regarding program progress to the Dearborn Mayor and City Council.

## **4. Funding and Program Limitations**

The availability of home repair services through this program depends on funding allocated to JEI through DTE Energy's Energy Efficiency Assistance Program. Neither party guarantees funding for any specific household or project.

## **5. Liability**

The City of Dearborn shall not be liable for any claims, damages, or disputes arising from the administration or execution of home repair work conducted through this program.

JEI shall be responsible for managing contractors and ensuring appropriate program oversight and compliance.

## **6. Term of Agreement**

This MOU shall become effective upon execution by both parties and remain in effect for twelve (12) months unless terminated earlier by mutual agreement or written notice from either party.

The parties may mutually agree to extend the agreement if the pilot program proves successful.

### **7. Non-Binding Agreement**

This MOU represents the intentions of the parties to collaborate on the described pilot program and does not create legally binding obligations beyond those explicitly stated herein.

### **8. Signatures**

For Jefferson East, Inc.

\_\_\_\_\_  
Joshua R. Elling  
Chief Executive Officer  
Jefferson East, Inc.

Date: \_\_\_\_\_

For the City of Dearborn

\_\_\_\_\_  
Name:  
Title:  
City of Dearborn

Date: \_\_\_\_\_



## Immediate Effect Requested

**REQUEST:** The City currently has a contract with cdpa Architects + Planners for architectural services for the Warren Façade Improvement Program. Purchasing has received a request from Economic Development, to seek approval for additional expenditures in the amount of \$95,000 architectural services for the Dix-Vernor Façade Improvement Program; and \$38,000 architectural services for a Business Improvement Project, at 10311 Dix Avenue.

**DEPARTMENT:** Economic Development

**BRIEF DESCRIPTION:** Additional expenditures have been requested to support architectural services for a Dix – Vernor Façade Improvement Program, and a Business Improvement Project.

cdpa Architects + Planners, will provide the architectural services.

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**PRIOR COUNCIL ACTION:** WBDIA Resolution # 23-10-04

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## BACKGROUND:

The Dix-Vernor Business District Improvement Authority (DVBDIA) is launching a Façade Improvement Program aimed at enhancing the aesthetic appeal and economic vitality of the Dix-Vernor commercial corridor. Modeled after the successful Warren Façade Improvement Program, this initiative seeks to retain existing businesses, attract new investment, and improve the overall quality of life for residents by promoting a walkable and blight-free community.

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## FISCAL IMPACT:

\$133,000 (\$95,000 from Project Z51750: Dix-Vernor Façade Program) and (\$38,000 from Project Z51751 Dix-Vernor Business Improvement)

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## COMMUNITY IMPACT:

This initiative seeks to retain existing businesses, attract new investment, and improve the overall quality of life for residents by promoting a walkable and blight-free community.

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**IMPLEMENTATION TIMELINE:** Services will be retained upon council approval

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**COMPLIANCE/PERFORMANCE METRICS:** Economic Development staff will monitor this supplemental contract.



# **FINANCE** EXECUTIVE SUMMARY AND MEMORANDUM

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**TO:** City Council  
**FROM:** City Administration  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Approve additional expenditures for cdpa for Architectural Services  
**DATE:** March 30, 2026

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## **Budget Information**

Project: Z51750 – Dix–Vernor Façade Program  
Total Approved Project Budget: \$200,000  
Available Project Budget: \$200,000  
Requested Amount: \$95,000  
Funding Source: Dix-Vernor District Improvement Authority, Economic Development, Grants, Other Grants  
Supplemental Budget: N/A

Project: Z51751 – Dix–Vernor Business Improvement  
Total Approved Project Budget: \$0  
Available Project Budget: \$150,000  
Requested Amount: \$38,000  
Funding Source: Dix–Vernor, District Improvement Authority, Other Current Liabilities, Escrow Deposits, Dix-Vernor Facade  
Supplemental Budget: N/A

## **Summary of Request**

The City currently has a contract with CDPA Architects + Planners for architectural services for the Warren Façade Improvement Program. Purchasing has received a request from Economic Development, to seek approval for additional expenditures in the amount of \$133,000 for



# FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

architectural services for the Dix-Vernor Façade Improvement Program and Dix-Vernor Business Improvement program.

It is respectfully requested that Council authorize the additional expenditures with immediate effect in order to expedite the architectural services. The resulting contract will not be binding until executed.

### Background and Justification

The Dix-Vernor Business District Improvement Authority (DVBDIA) is launching a Facade Improvement Program aimed at enhancing the aesthetic appeal and economic vitality of the Dix-Vernor commercial corridor. Modeled after the successful Warren Facade Improvement Program, this initiative seeks to retain existing businesses, attract new investment, and improve the overall quality of life for residents by promoting a walkable and blight-free community. The funding for this program was provided by Community Development Block Grant (CDBG).

cdpa Architects + Planners was recommended based on their extensive 50-year history and their highly regarded performance on the Warren Ave. Facade Improvement Program. As a local business, the firm's staff are Dearborn residents with a deep familiarity with the project area's specific needs.

### Signature Page

Prepared By:  
*Jay Andrews*  
A06620461838403  
Jay Andrews, Sr. Buyer

Department Approval:  
*Jordan Twardy*  
167AD67468A843C  
Jordan Twardy, Economic Development Director

DocuSigned by:  
Budget Approval:  
*Michael Kennedy* Initial *CS*  
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Michael Kennedy, Treasurer & Finance Director

Signed by:  
Corporation Counsel Approval:  
*Carter Fisher*  
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Carter Fisher, Corporation Counsel



## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**REQUEST:** Request for a waiver of the noise ordinance for the summer Downtown Dearborn Movie Nights in Peace Park East

**DEPARTMENT:** Economic Development Department and East Dearborn Downtown Development Authority (EDDDA)

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

- June 17, 2026
- July 23, 2026
- August 27, 2026

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

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### **PRIOR COUNCIL ACTION:**

City Council has approved the noise ordinance waiver for summer festivities within the EDDDA for the last seven years.

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### **BACKGROUND:**

The popular Downtown Dearborn Movie Nights, hosted by the EDDDA, are set to return to Peace Park East for the 2026 season. This year's screenings are scheduled for June 17th, July 23rd, and August 27th, with supplementary rain dates possible throughout the summer. Following the success of the 2025 event, which attracted hundreds of attendees, the 2026 season is highly anticipated, featuring community-chosen films (Zootopia 2, Super Mario Galaxy Movie, and a provided partner screening from the Arab American National Museum), along with expanded food and beverage choices.

The event site plans have received approval from the Police Department, Fire Department, and Department of Public Works. Police officers will be detailed to all Movie Night events, and a dedicated litter crew will be responsible for post-event cleanup.



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### **FISCAL IMPACT:**

Funding for the Downtown Dearborn Movies is allocated through the East Dearborn Downtown Development Authority budget, subject to annual City Council approval.

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### **COMMUNITY IMPACT:**

- These yearly summer events actively contribute to a more vital and vibrant community.
  - The events drive increased customer traffic to businesses located within the East DDDA area.
  - Attracts varied visitors to Dearborn
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### **IMPLEMENTATION TIMELINE:**

Immediate effect is requested to begin planning for the summer events season beginning June 2026 until August 2026.

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### **COMPLIANCE/PERFORMANCE METRICS:**

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



## **EXECUTIVE SUMMARY AND MEMORANDUM**

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**TO:** City Council

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

**VIA:** Jordan Twardy, Director, Economic Development

**SUBJECT:** Request for a waiver of the noise ordinance for the summer Downtown Dearborn Movie Nights in Peace Park East

**DATE:** April 14, 2026

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

- June 17, 2026
- July 23, 2026
- August 27, 2026

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

### **Background and Justification**

The popular Downtown Dearborn Movie Nights, hosted by the EDDDA, are set to return to Peace Park East for the 2026 season. This year's screenings are scheduled for June 17th, July 23rd, and August 27th, with supplementary rain dates possible throughout the summer. Following the success of the 2025 event, which attracted hundreds of attendees, the 2026 season is highly anticipated, featuring community-chosen films (Zootopia 2, Super Mario Galaxy Movie, and a provided partner screening from the Arab American National Museum), along with expanded food and beverage choices.



# EXECUTIVE SUMMARY AND MEMORANDUM

The event site plans have received approval from the Police Department, Fire Department, and Department of Public Works. Police officers will be detailed to all Movie Night events, and a dedicated litter crew will be responsible for post-event cleanup.

## Site Plan - Downtown Dearborn Movies





**Signature Page**

**Prepared By:**

DocuSigned by:  
*Laura Aceves-Sanchez*  
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**Laura Aceves-Sanchez, Economic Vitality Manager**

**Department Approval:**

DocuSigned by:  
*Jordan Twardy*  
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**Jordan Twardy, Economic Development Director**

DocuSigned by:  
*Tim Hawkins*  
35BABC5BED3455...

**Tim Hawkins, Public Works Director**

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

**Chief Issa Shahin, Dearborn Police Department**

DocuSigned by:  
*Joseph Murray*  
03FD550B1D2F4D0...

**Chief Joseph Murray, Dearborn Fire Department**

**Corporation Counsel Approval:**

Signed by:  
*Ola Hammoud*  
54D67769937D4C3...

**Ola Hammoud, Assistant Corporation Counsel**



# FINANCE

## EXECUTIVE SUMMARY AND MEMORANDUM

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### Immediate Effect

**REQUEST:** Award for Contract to Brantley Development LLC, for City Owned Vacant Lot Maintenance in the amount of \$155,000.

**DEPARTMENT:** Economic Development, in conjunction with Purchasing.

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**BRIEF DESCRIPTION:** Economic Development, in conjunction with Purchasing, recommends the competitive purchase of City Owned Vacant Lot Maintenance, to Brantley Development LLC, in the amount of \$155,000.

Expense detail breakdown: FY 2026 (\$53,325.00) and FY 2027 (\$101,675), totaling \$155,000.

Brantley Development had the most thorough bid submission factoring in price, quality of services, references, and familiarity.

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**PRIOR COUNCIL ACTION:** 11-500-19; 4-164-25

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**BACKGROUND:** The City of Dearborn currently owns and maintains 450 vacant lots and easements, which are located in highly visible residential areas. This contract establishes maintenance standards in order to beautify neighborhoods, upkeep cleanliness, reduce vector harborage, and keep pedestrian pathways free and clear of snow and ice. To achieve these goals, the scope of this contract includes grass cutting and trimming, litter removal, snow removal, and notification of issues such as illegal dumping or use of the property. The maintenance of City properties works in tandem with enforcement efforts carried out by Brantley Development LLC, by demonstrating the City's commitment to maintaining its property.

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**FISCAL IMPACT:** The total cost for the City Owned Vacant Lot Maintenance is as follows: FY 2026 (\$53,325.00) and FY 2027 (\$101,675), totaling \$155,000.

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**COMMUNITY IMPACT:** The City of Dearborn is responsible for the maintenance on their own City lots. During Spring - Fall, these lots are cut on a bi-weekly basis, as well as trash removal. On an "as needed basis", we also shovel the sidewalks to ensure safe pedestrian passage during snowfall of 3 inches or greater.

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**IMPLEMENTATION TIMELINE:** Weather permitting, vacant lot maintenance will start in April and will end in Fall. These lots are maintained bi-weekly.

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**COMPLIANCE/PERFORMANCE METRICS:** This contract will be managed by the Economic Development, Neighborhood Services department.



# FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

**TO:** City Council  
**FROM:** City Administration  
**VIA:** Mayor Abdullah H. Hammoud  
**SUBJECT:** Award for Contract for City Owned Vacant Lot Maintenance  
**DATE:** April 14, 2026

**Budget Information**

Adopted Budget - FY 2026: \$155,000.00  
 Amended Budget - FY 2026: \$143,000.00  
 Available Budget - FY 2026: \$ 61,378.50  
 Requested Amount: \$155,000 - FY 2026 (\$53,325.00) and FY 2027 (\$101,675)  
 Funding Source: General Fund – Property Maintenance – Neighborhood Services – Inspections – Code Enforcement - Contractual Services – VLOT maintenance / City  
 Supplemental Budget: N/A

**Summary of Request**

Economic Development, in conjunction with Purchasing, recommends the competitive purchase of City-Owned Vacant Lot Maintenance, FY 2026 (\$53,325.00) and FY 2027 (\$101,675), totaling \$155,000. The contract shall be for a term of one year, with four (4) one-year renewal options available, at the contract’s original pricing, terms, and conditions.

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

**Background and Justification**

The City of Dearborn currently owns and maintains 450 vacant lots and easements, which are located in highly visible residential areas. This contract establishes maintenance standards in order to beautify neighborhoods, upkeep cleanliness, reduce vector harborage, and keep pedestrian pathways free and clear of snow and ice. To achieve these goals, the scope of this contract includes grass cutting and trimming, litter removal, snow removal, and notification of issues such as illegal dumping or use of the property. The maintenance of City properties works in tandem with enforcement efforts carried out by Brantley Development LLC, by demonstrating the City’s commitment to maintaining its property.

**Procurement Process**

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid  
 Issue Date: 1/9/26  
 Deadline Date: 2/3/26  
 Solicitations Obtained: 78  
 Bids Received: 10



**FINANCE**


**EXECUTIVE SUMMARY AND MEMORANDUM**

BIDDER	PRICE PER CUT PROPERTY MAINT	PRICE PER CYCLE SNOW/ ICE	PRICE PER CYCLE LITTER
Brantley Development	\$20.75	\$9.00	\$7.50
Parrott Landscaping	\$21.00	\$15.00	\$5.00
AAX Services, Inc.	\$22.00	\$10.76	\$8.80
Capital Landscapes	\$34.00	\$49.00	\$140.00
Advanced Underground Inspection, LLC	\$42.00	\$220.43	\$70.54
Netsolutions LLC	\$55.00	\$45.00	\$275.00
Platinum Landscape	\$56.47	\$36.96	\$24.46
Greenside Maintenance	\$65.00	\$65.00	\$150.00
Premier Group Associates, LC	\$66.52	\$57.31	\$33.07
RT Contracting, Inc.	Incomplete Documents	Incomplete Documents	Incomplete Documents

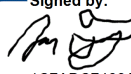
The procurement process was in accordance with Sect 2-568, Competitive Bids, of the Procurement Ordinance and all internal policies and procedures.

After a competitive solicitation process, Economic Development is recommending an award to Brantley Development LLC, to perform the City Owned Vacant Lot Maintenance. Upon review, Brantley Development LLC, was found to have submitted the lowest responsive and responsible bid.

**Prepared By:**

Signed by:  
  
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 Rosette Fisher, Buyer

**Department Approval:**


Signed by:  
  
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 Jordan Twardy, Director Economic Development

**Budget Approval:**

DocuSigned by:  
  
 E77918D1421447E...  
 Michael Kennedy, Finance Director/ Treasurer

Initial  


**Corporation Counsel Approval:**

Signed by:  
  
 C7B59FD8BEA1495...  
 Carter Fisher, Corporation Counsel