



COMMITTEE OF THE WHOLE

June 4, 2026

AGENDA

1. RESOLUTION BY COUNCIL PRESIDENT SAREINI IN NEED OF SUPPORT – Recognizing Dearborn High School Film students and teacher, Adam Rausher, for winning several 2026 Regional Student Production Awards from the National Academy of Television Arts and Sciences and requesting immediate effect.
2. PUBLIC COMMENT
3. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous special (open) meeting of May 19, 2026.
4. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous regular meeting of May 19, 2026.
5. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous special (closed) meeting of May 20, 2026.
6. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous special (open) meeting of May 20, 2026.
7. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous special (open) meeting of May 27, 2026.
8. ORDINANCE ON THE TABLE – ORDINANCE NO. 26-1867 – “An Ordinance to Amend the Water and Sewers Chapter (Chapter 19) of the Code of Ordinance of the City of Dearborn by amending Article I Entitled ‘In General’, for rates effective July 1, 2026.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To take from the table for its final reading.

9. PURCHASING – Requesting to award a contract to JCI Jones as the primary supplier and Alexander Chemical Corporation as the backup supplier of liquid sodium hypochlorite for the term of one (1) year with three (3) one-year renewal options in the amount of \$68,800 and requesting immediate effect. (27-2)
10. PURCHASING – Requesting to award a contract to AAX Services, Inc. for tree trimming of the Monday Public Service District in an amount not to exceed \$240,000 and requesting immediate effect. (30-6)
11. PURCHASING – Requesting to award a to Mercury Sound & Lighting, the most responsible and responsive bidder, for an LED screen and multi-camera operating crew for the 2026 Dearborn Homecoming Festival in the amount of \$40,000 and requesting immediate effect (43-4)
12. PURCHASING – Requesting to award a contract to T-Mobile for the upgrade of routers in the Police Department vehicle fleet to 5G routers and a four (4) year service plan in the amount of \$130,200; also requesting immediate effect. [2-568 (6) e]
13. PURCHASING – Requesting to extend the contract with University Lithograph, LLC for three (3) years for the design, production, and printing of the City of Dearborn calendars in the amount of \$50,000 for Fiscal Year 2027 and requesting immediate effect.
14. PURCHASING – Requesting to extend the contract with Insurance Brokerage Firm Brown & Brown for Property & Casualty Insurance Brokerage Services (CR 3-127-25) and Liability Coverage, as well as Property/Inland Marine, Crime, Cyber, and Boiler and Machinery Coverages (CR 6-345-25) for a total premium cost up to \$3,118,451 and requesting immediate effect.
15. PARKS & RECREATION – Having no objections to the request of the Divine Child High School Alumni Association to conduct their 33rd Annual Falcon 5K Run on Saturday, August 8, 2026 from approximately 8:00 A.M. to 12:00 P.M. with assistance from the Police Department for traffic control for the entire duration of the event, subject to reimbursement for City services, all applicable ordinances, and the rules and regulations of the Police Department; also requesting a Noise Ordinance Waiver for the duration of the event and requesting immediate effect.

16. PARKS & RECREATION – Requesting to approve the Intergovernmental Agreement (IGA) between the Charter County of Wayne and the City of Dearborn for the renovation and enhancement of the playground at Oak Park, subject to review by the Legal Department; also requesting that the Mayor be authorized to execute the agreement on behalf of the City and that the Finance Director be authorized to recognize and appropriate the \$134.155 Wayne County Parks Millage allocation in the General Capital Improvement Fund, Projects I26603 (Neighborhood Parks Playground Equipment and requesting immediate effect.
17. PHILANTHROPY & GRANTS – Requesting approval to support the City of Dearborn’s application to the Safe Routes to School (SRTS) Grant Program for infrastructure and non-infrastructure improvements to serve eleven (11) Dearborn Public Schools in the amount of \$3,300,000 for infrastructure programming and up to \$15,000 per school in non-infrastructure programming with a 20% local match required that is currently being covered by the State of Michigan, therefore making the local match 0%; also requesting the Director of Philanthropy & Grants to act on behalf of the City during project development, funding requests, and execution on project agreements upon receipt of funding award; and also requesting immediate effect.
18. CORPORATION COUNSEL – Requesting approval to revise the Offer to Purchase 22190 Michigan Avenue (CR 10-548-24) by removing the condition that Purchaser waives the right to see any variances for the property therefore enabling the Purchaser, Khalil Dabaja, to commence construction by the August 19, 2026 deadline and requesting immediate effect.
19. HUMAN RESOURCES – Requesting to amend the Executive & Administrative Salary Plan to include the new classification of Deputy Director of Recreation in Grade 312 to better meet the needs of the current operation and ensure better alignment on vision, improved efficiencies, and more effective decision-making with a salary of \$104,826 and requesting immediate effect.
20. CLERK – Submitting summons and complaint in the matter of Hassan Aoun v. Dearborn Public School Board of Education, et al.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

CITY CLERK'S OFFICE



TO: CITY COUNCIL
FROM: GEORGE T. DARANY
SUBJECT: SUMMONS AND COMPLAINT
DATE: MAY 7, 2026

We are submitting to you a copy of a Summons & Complaint in the matter of Hassan Aoun v. Dearborn Public School Board of Education et al., United States District Court for the Eastern District of Michigan Case No. 26-11470.

The Clerk's Office received the Summons & Complaint for the City of Dearborn, Dearborn Police Department, Issa Shahin, Ahmed Alkubani, and Ashley Kusnir over the counter on May 7, 2026 around 1:34 pm by Clerk Darany.

Sincerely,

George T. Darany
CITY CLERK

Encl.

GD:ml

UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Aoun)
)
) Plaintiff,) Civil Action No. 26-11470
)
) v.)
) Dearborn Public School Board of Education et al) Hon. Terrence G. Berg
)
) Defendant.)

SUMMONS IN A CIVIL ACTION

To: Ashley Kusnir

A lawsuit has been filed against you.

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

Hassan Aoun [E-Filer]
PO BOX 1132
Dearborn, MI 48121

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

KINIKIA D. ESSIX, CLERK OF COURT

By: s/ L Ham
Signature of Clerk or Deputy Clerk

Date of Issuance: May 7, 2026



UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Aoun)
)
) Plaintiff,) Civil Action No. 26-11470
)
) v.)
) Dearborn Public School Board of Education et al) Hon. Terrence G. Berg
)
))
) Defendant.)

SUMMONS IN A CIVIL ACTION

To: Dearborn, City of

A lawsuit has been filed against you.

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

Hassan Aoun [E-Filer]
PO BOX 1132
Dearborn, MI 48121

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

KINIKIA D. ESSIX, CLERK OF COURT

By: s/ L Ham
Signature of Clerk or Deputy Clerk

Date of Issuance: May 7, 2026



UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Aoun)
)
) Plaintiff,) Civil Action No. 26-11470
)
) v.)
) Dearborn Public School Board of Education et al) Hon. Terrence G. Berg
)
) Defendant.)

SUMMONS IN A CIVIL ACTION

To: Ahmed Alkubani

A lawsuit has been filed against you.

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

Hassan Aoun [E-Filer]
PO BOX 1132
Dearborn, MI 48121

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

KINIKIA D. ESSIX, CLERK OF COURT

By: s/ L Ham
Signature of Clerk or Deputy Clerk

Date of Issuance: May 7, 2026



UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Aoun

Plaintiff,

v.

Dearborn Public School Board of Education et al

Defendant.

Civil Action No. 26-11470

Hon. Terrence G. Berg

SUMMONS IN A CIVIL ACTION

To: Issa Shahin

A lawsuit has been filed against you.

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

Hassan Aoun [E-Filer]
PO BOX 1132
Dearborn, MI 48121

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

KINIKIA D. ESSIX, CLERK OF COURT

By: s/ L Ham
Signature of Clerk or Deputy Clerk

Date of Issuance: May 7, 2026



UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Aoun)
)
) Plaintiff,) Civil Action No. 26-11470
)
) v.)
) Dearborn Public School Board of Education et al) Hon. Terrence G. Berg
)
))
) Defendant.)

SUMMONS IN A CIVIL ACTION

To: Dearborn Police Department

A lawsuit has been filed against you.

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

Hassan Aoun [E-Filer]
PO BOX 1132
Dearborn, MI 48121

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

KINIKIA D. ESSIX, CLERK OF COURT

By: s/ L Ham
Signature of Clerk or Deputy Clerk

Date of Issuance: May 7, 2026



**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

**HASSAN AOUN PRO SE
Plaintiff**

VS

City of Dearborn 16901 Michigan Avenue Dearborn, MI 48126

**Dearborn Police Department 16099 Michigan Avenue
Dearborn, MI 48126**

**Dearborn Board of Education 18700 Audette Street
Dearborn, MI 48124**

Individual Defendants

**Issa Shahin Chief of Police, in his individual capacity
Dearborn Police Department
16099 Michigan Avenue
Dearborn, MI 48126**

**Jeremy Romer City Attorney, in his individual capacity
1607 Bracken Rd
Bloomfield Hills, MI 48302**

**Ahmed Alkubani Dearborn Police Officer / School Resource Officer, in
his individual capacity Dearborn Police Department
16099 Michigan Avenue
Dearborn, MI 48126**

**Ashley Kusnir Dearborn Police Sergeant / Supervisor, in her individual
capacity Dearborn Police Department
16099 Michigan Avenue
Dearborn, MI 48126**

James Thorpe President of the Dearborn Board of Education, in his individual capacity 1025 S Highland St Dearborn, MI 48124

**Danielle Elzayat
Director of Health, Safety & Security, in her individual capacity
6911 N Evangeline St Dearborn Heights, MI 48127**

**Abraham Dakhlallah Assistant Health, Safety & Security Supervisor, in his individual capacity Dearborn Board of Education
18700 Audette Street
Dearborn, MI 48124**

**John Watsikam School/Public Official, in his individual capacity
Dearborn Board of Education 18700 Audette Street
Dearborn, MI 48124**

**District Judge Terrence G. Berg
Magistrate Judge David R. Grand
Case no 2:26-CV-11470**

**HASSAN AOUN
PO BOX 1132
DEARBORN MI 48121
AOUN 1980@AOL.COM**

FIRST AMENDED VERIFIED COMPLAINT

Plaintiff Hassan Aoun, appearing in pro se files this First Amended Verified Complaint under 42 U.S.C. § 1983 for violations of his constitutional rights and states as follows:

INTRODUCTION

1. This is a federal civil-rights action under 42 U.S.C. § 1983 arising from Defendants' alleged violation of Plaintiff's rights under the First, Fourth, and Fourteenth Amendments to the United States Constitution.
2. Plaintiff files this First Amended Verified Complaint after reviewing trial transcripts, court records, charging records, and related materials concerning the May 8, 2023 Dearborn Public Schools Board of Education meeting incident.
3. This First Amended Verified Complaint supersedes and replaces the prior Complaint and should be treated as the operative pleading in this case.
4. Plaintiff brings this action against the City of Dearborn, the Dearborn Police Department, the Dearborn Board of Education, Chief of Police Issa Shahin, City Attorney Jeremy Romer, named Dearborn police officers, named Dearborn Public Schools officials, and named public officials for constitutional violations arising from the May 8, 2023 public school-board meeting incident and the continuing consequences that followed.
5. Plaintiff brings individual-capacity claims against the named individual Defendants and municipal-liability claims against the City of Dearborn, the Dearborn Police Department to the extent legally permitted or alternatively as part of the City of Dearborn, and the Dearborn Board of Education.

6. Plaintiff does not name any prosecutor as a Defendant. Plaintiff pleads prosecution-related facts only to show the sequence of events, alleged retaliatory motive, selective enforcement, lack of neutral enforcement, municipal policy or custom, ratification, Defendant Jeremy Romer's supervisory, administrative, legal-policy, recordkeeping, and municipal-compliance authority, damages, and the need for discovery against non-immune Defendants.

7. Plaintiff attended the May 8, 2023 Dearborn school-board meeting as a local activist after community members informed him about serious allegations involving child safety, including allegations that a child had allegedly been touched or molested.

8. During the meeting, Defendant Hussein Berry, a school-board member and non-party factual witness to this First Amended Verified Complaint, attempted to speak about the child-safety issue, including concerns involving a child allegedly being touched or molested and concerns about protection of a teacher.

9. Plaintiff alleges that Defendant James Thorpe, the school-board president, interrupted, limited, or silenced Mr. Berry while Mr. Berry was attempting to speak about the child-safety issue, including a statement or reference involving "the chosen one."

10. Plaintiff told Defendant Thorpe not to interrupt Mr. Berry and to let Mr. Berry complete his statement.

11. Plaintiff's statement concerned child safety, alleged touching or molestation of a child, public accountability, school-board responsibility, and the public's right to hear information from a public official during a public meeting.

12. Plaintiff's reaction occurred from the audience area.

13. Plaintiff did not threaten violence, physically harm anyone, or use physical force.

14. Plaintiff was told to leave the meeting room.

15. Plaintiff ultimately complied, voluntarily left the meeting room, exited the building, and stood outside near the entrance door.

16. Once Plaintiff exited the building, the situation had de-escalated.

17. Plaintiff was no longer inside the meeting, no longer disrupting the meeting, no longer interfering with school-board business, and no longer creating any ongoing disturbance inside the meeting.

18. Plaintiff does not bring this action merely because school officials attempted to restore order inside a public meeting.

19. Plaintiff brings this action because, after Plaintiff had exited the meeting room and building, Defendants continued to escalate the matter into property-removal enforcement, police commands, trespass-related enforcement, amended ordinance-enforcement theories, prosecution-related consequences, chilling of protected speech, loss of liberty, and continuing recordkeeping harm, including fingerprinting and biometric-processing consequences.

20. Plaintiff alleges that the Ten Eyck building and/or the property located at or near the Ten Eyck building in Dearborn, Michigan, where the Dearborn school-board meeting occurred, is public property, school-district property used for public governmental meetings, City-owned property, or other public property used for a public governmental meeting.

21. Plaintiff alleges that because the meeting occurred on public property used for a public governmental meeting, Defendants could not lawfully convert Plaintiff's presence outside near the entrance door into trespass after Plaintiff had already exited the meeting room and building unless Defendants had a separate lawful, neutral, and constitutionally valid basis to exclude him from the outside area.

22. Plaintiff alleges that Defendants knew or should have known that the outside area near the entrance door was not private property from which

Plaintiff could be banished merely because public officials disliked his speech, criticism, viewpoint, or emotional reaction to a child-safety issue.

23. Plaintiff alleges that Defendant Issa Shahin, as Chief of Police, was responsible for training, supervising, disciplining, correcting, and controlling Dearborn police officers regarding public-meeting enforcement, First Amendment activity, trespass enforcement, failure-to-obey enforcement, arrest practices, criminal-processing procedures, and related recordkeeping consequences, including fingerprinting and biometric processing where applicable.

24. Plaintiff alleges that Defendant Jeremy Romer, as City Attorney, was responsible for advising the City of Dearborn, Dearborn Police Department, City officials, municipal employees, and responsible personnel regarding lawful ordinance enforcement, municipal compliance, criminal-processing consequences, criminal-history reporting, municipal recordkeeping, and correction of municipal records, including fingerprinting and biometric records where applicable.

25. Plaintiff alleges that Ola Hammoud worked within the City of Dearborn Law Department under the authority, supervision, direction, or control of Defendant Jeremy Romer, the City Attorney.

26. Plaintiff does not sue Ola Hammoud as a Defendant. Plaintiff pleads facts involving Ola Hammoud only to show the sequence of events,

amended charging history, the City Law Department's role, lack of neutral enforcement, municipal policy or custom, ratification, Defendant Romer's supervisory, administrative, legal-policy, recordkeeping, and municipal-compliance authority, causation, damages, and the need for discovery.

27. Plaintiff alleges that the City Law Department knew or should have known that Plaintiff could not lawfully be treated as a trespasser after he exited the meeting room and building and stood outside near the entrance door on public property absent a separate lawful and constitutionally neutral basis.

28. Plaintiff alleges that Defendant Romer knew or should have known that ordinary trespass under MCL 750.552 is a 30-day misdemeanor and is not a fingerprintable offense where a person provides valid identification.

Plaintiff provided valid identification, and that was all Plaintiff was legally required to provide. Plaintiff should not have been fingerprinted, biometrically processed, or entered into criminal-history systems based on the 30-day trespass charge or any other non-fingerprintable misdemeanor charge.

29. A jury later acquitted Plaintiff of trespassing.

30. Plaintiff alleges that the trespass acquittal confirms that the trespass-related enforcement theory did not result in a conviction and that the trespass-related charge terminated in Plaintiff's favor.

31. Plaintiff further alleges that his fingerprints, biometric records, arrest records, court records, criminal-history records, and related government records still show or remain connected to the May 8, 2023 enforcement.

32. Plaintiff alleges that records connected to the trespass charge were not properly corrected after the trespass acquittal.

33. Plaintiff further alleges, upon information and belief, that a clerk, employee, official, agency, recordkeeper, system user, or other responsible person changed, altered, reclassified, mislabeled, reported, or otherwise modified records to reflect “invasion of privacy” or another inaccurate designation after the trespass acquittal.

34. Plaintiff denies that Defendants had any lawful basis to convert, reclassify, maintain, report, or transmit a trespass-related fingerprint, biometric, arrest, court, or criminal-history record as “invasion of privacy” after Plaintiff was acquitted of trespassing.

35. Plaintiff acknowledges that the jury returned guilty verdicts on breach of peace and failure to obey a police officer.

36. Plaintiff does not bring this civil action to directly reverse, vacate, or collaterally attack those convictions.

37. Plaintiff does not seek immediate or speedier release from custody, does not seek habeas relief in this civil action, and does not request that this Court vacate any existing conviction through this Complaint.

38. Plaintiff challenges independent constitutional injuries that do not necessarily imply the invalidity of any existing conviction, including First Amendment retaliation, viewpoint discrimination, post-exit property-removal enforcement, trespass-related enforcement that terminated in Plaintiff's favor, selective enforcement, continuing First Amendment chill, municipal policy or custom, loss of public-participation rights, and prospective relief where legally permitted. Plaintiff also alleges related recordkeeping injuries, including fingerprinting, biometric processing, inaccurate records, and record misclassification, as consequences of the challenged enforcement, not as the sole focus of this action and not as a request to overturn any existing conviction.

39. Plaintiff alleges that after he exercised his right to contest the charges and proceed to trial, prosecution-related personnel, including Ola Hammoud acting within the City of Dearborn Law Department, amended, pursued, or relied upon additional ordinance-enforcement theories, including breach-of-peace or disturbing-the-meeting allegations.

40. Plaintiff alleges that the amended or additional charging theory caused Plaintiff to face additional prosecution-related consequences beyond the original trespass theory.

41. Plaintiff alleges that, as a result of the amended or additional charge and the prosecution-related enforcement arising from the May 8, 2023 incident, Plaintiff was sentenced to and served approximately thirty days in jail in Calhoun County.

42. Plaintiff seeks damages for the thirty-day incarceration only to the extent legally permitted and only to the extent such damages do not require invalidation of any existing conviction.

43. Plaintiff separately seeks damages for independent injuries including First Amendment chill, loss of public-participation rights, retaliation, viewpoint discrimination, trespass-related enforcement that ended in acquittal, emotional distress, reputational harm, loss of liberty to the extent legally permitted, and related recordkeeping injuries, including fingerprinting, biometric processing, false recordkeeping, and record misclassification.

44. Plaintiff brings this action to seek civil relief for separate constitutional violations, including First Amendment retaliation, viewpoint discrimination, unreasonable enforcement after Plaintiff exited the building, trespass-related enforcement that ended in acquittal, selective enforcement, municipal

liability, continuing chill of speech, declaratory relief, injunctive relief where legally permitted, early limited discovery, preservation of evidence, and related relief for inaccurate recordkeeping, including fingerprinting, biometric processing, and record misclassification.

45. Plaintiff has not returned to a Dearborn Public Schools Board meeting since the incident because he reasonably fears arrest, prosecution, fingerprinting, biometric processing, recordkeeping harm, and retaliation if he again speaks critically on matters of public concern.

46. Plaintiff wants to return to future Dearborn Public Schools Board meetings to speak on matters of public concern, including child safety, public accountability, school governance, and government conduct.

47. Defendants' prior enforcement has chilled Plaintiff's speech and deterred him from exercising his First Amendment rights.

48. To the extent any claim or category of damages is determined to necessarily imply the invalidity of an existing conviction, Plaintiff requests that the Court sever, stay, narrow, or dismiss only that specific claim or damages theory without prejudice while allowing all independent claims to proceed.

49. Plaintiff seeks Five Hundred Million Dollars (\$500,000,000.00) in compensatory damages, together with nominal damages, punitive damages

against individual Defendants, declaratory relief, injunctive relief, correction of inaccurate records where legally permitted, costs, early limited discovery, preservation of evidence, and all other relief this Court deems just and proper.

JURISDICTION AND VENUE

50. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because this action arises under the Constitution and laws of the United States.

51. This Court has civil-rights jurisdiction under 28 U.S.C. § 1343(a)(3) because Plaintiff seeks redress for deprivation of rights secured by the United States Constitution.

52. This action is brought pursuant to 42 U.S.C. § 1983.

53. This Court may grant declaratory relief under 28 U.S.C. §§ 2201 and 2202.

54. This Court has supplemental jurisdiction under **28 U.S.C. § 1367(a)** over Plaintiff's related state-law claims, including injurious falsehood, false recordkeeping, and invasion-of-privacy-related recordkeeping claims, because those claims arise from the same facts, events, records, enforcement, fingerprinting, biometric processing, and recordkeeping conduct alleged in this Complaint.

55. Venue is proper in this District under **28 U.S.C. § 1391 (b)** because the events occurred in Dearborn, Wayne County, Michigan, within the Eastern District of Michigan.

PARTIES AND DEFENDANT-SPECIFIC LIABILITY

56. Plaintiff Hassan Aoun is an individual resident of Michigan.

57. Plaintiff is a local activist who speaks on issues involving public accountability, government conduct, community concerns, and child safety.

58. Defendant City of Dearborn is a Michigan municipal corporation.

59. Defendant City of Dearborn is responsible for the policies, customs, practices, training, supervision, discipline, recordkeeping, criminal-processing practices, and conduct of its departments, officials, employees, agents, and law-enforcement officers.

60. Defendant City of Dearborn is liable under Monell for policies, customs, practices, failures to train, failures to supervise, failures to discipline, ratification, recordkeeping practices, criminal-processing practices, and final policymaking conduct that caused the constitutional injuries alleged in this Complaint.

61. Defendant Dearborn Police Department is a municipal police department operating under color of state law through its officers, employees, agents, supervisors, and policymakers.

62. To the extent the Dearborn Police Department is deemed not to be a separate suable entity, Plaintiff pleads all claims against it as claims against the City of Dearborn.

63. Defendant Dearborn Police Department is liable, or alternatively its conduct is attributable to the City of Dearborn, because its officers and supervisors allegedly participated in the police commands, trespass-related enforcement, arrest decision, fingerprinting, biometric processing, criminal-processing consequences, and failure to correct records after the trespass acquittal.

64. Defendant Issa Shahin was, at all relevant times, the Chief of Police for the Dearborn Police Department, acting under color of state law.

65. Plaintiff sues Defendant Issa Shahin in his individual capacity.

66. Defendant Shahin is liable because he allegedly had supervisory authority over the Dearborn Police Department, including officers, supervisors, school resource officers, public-meeting enforcement practices, trespass-related enforcement, failure-to-obey enforcement, arrest practices, criminal-processing procedures, and related recordkeeping consequences.

67. Defendant Shahin is liable because he allegedly failed to properly train, supervise, discipline, correct, or control Dearborn police officers regarding constitutional limits on public-meeting enforcement, First Amendment

activity, viewpoint discrimination, trespass enforcement on public property or City-owned property, criminal-processing consequences, and the rule that a person charged with ordinary trespass under **MCL 750.552, a 30-day misdemeanor, or any other non-fingerprintable misdemeanor offense** who provides valid identification should not be fingerprinted or biometrically processed.

68. Plaintiff alleges that Defendant Shahin knew or should have known that officers needed proper training and supervision regarding the limits of trespass-related enforcement once a person has already left a public meeting room, exited the building, and is standing outside near the entrance door on public property.

69. Plaintiff alleges that Defendant Shahin's failure to train, supervise, discipline, correct, or control officers caused or contributed to Plaintiff's unlawful escalation, arrest-related consequences, prosecution-related consequences, fingerprinting, biometric processing, recordkeeping harm, chilling of speech, and continuing constitutional injury.

70. Defendant Jeremy Romer was, at all relevant times, the City Attorney for the City of Dearborn, acting under color of state law.

71. Plaintiff sues Defendant Jeremy Romer in his individual capacity.

72. Plaintiff does not sue Defendant Romer for courtroom advocacy or protected prosecutorial functions.

73. Defendant Romer is sued for alleged non-advocacy conduct, legal-policy authority, supervisory authority, administrative responsibility, municipal-compliance duties, ordinance-enforcement guidance, fingerprinting-policy responsibility, biometric-processing responsibility, record-correction responsibility, and ratification of continuing recordkeeping harm. Plaintiff does not sue Defendant Romer for protected courtroom advocacy. Plaintiff sues Defendant Romer for municipal legal-policy and compliance failures, including his failure to prevent, correct, or remedy unlawful fingerprinting and biometric processing where Plaintiff was charged with non-fingerprintable misdemeanor ordinance offenses and provided valid identification.

74. Defendant Romer is liable because he allegedly had responsibility for advising the City of Dearborn, Dearborn Police Department, City Law Department, city officials, clerks, recordkeepers, municipal employees, and responsible personnel regarding legal compliance, ordinance enforcement, criminal-processing procedures, fingerprinting practices, biometric-processing practices, recordkeeping, and correction of unlawful or inaccurate records. As City Attorney, Defendant Romer knew or should have known that a person charged with non-fingerprintable misdemeanor ordinance offenses, including ordinary trespass under MCL 750.552, a 30-

day misdemeanor, and any other non-fingerprintable misdemeanor ordinance offenses, cannot lawfully be fingerprinted or biometrically processed based on those charges when the person provides valid identification.

75. Defendant Romer is liable because he allegedly had supervisory, legal-advisory, policymaking, ratification, administrative, recordkeeping, or corrective authority over the City of Dearborn Law Department, including ordinance-enforcement practices, fingerprinting-related municipal procedures, biometric-processing consequences, criminal-history reporting, recordkeeping procedures, and record-correction practices. Plaintiff alleges that Defendant Romer failed to ensure that City personnel followed the rule that non-fingerprintable misdemeanor ordinance offenses do not authorize fingerprinting or biometric processing when valid identification is provided.

76. Plaintiff alleges that Ola Hammoud worked within the City of Dearborn Law Department under Defendant Romer's authority, supervision, direction, or control.

77. Plaintiff does not sue Ola Hammoud as a Defendant. Plaintiff pleads her role only to show municipal structure, sequence of events, Defendant Romer's supervisory and legal-policy authority, the City's policies or customs, the City Law Department's role, ratification, amended charging history, causation, damages, and the need for discovery.

78. Plaintiff alleges that Defendant Romer knew or should have known that Plaintiff could not lawfully be fingerprinted or biometrically processed based on non-fingerprintable misdemeanor ordinance charges where Plaintiff provided valid identification. Plaintiff provided valid identification, and that was all Plaintiff was legally required to provide. Any fingerprinting, biometric processing, criminal-history reporting, or recordkeeping arising from those charges lacked lawful authority and created separate recordkeeping injury.

79. Plaintiff alleges that Defendant Romer had a duty, as City Attorney, to advise City officials, police personnel, clerks, recordkeepers, and municipal employees that unlawful fingerprinting, biometric processing, inaccurate reporting, or failure to correct records after a trespass acquittal would violate Plaintiff's constitutional rights.

80. Plaintiff alleges that Defendant Romer failed to properly advise, failed to supervise, failed to correct, approved, ratified, or allowed the continuation of unlawful fingerprinting, biometric processing, criminal-history reporting, and recordkeeping consequences. Plaintiff alleges that this failure is not protected advocacy, but municipal legal-policy, compliance, training, supervision, and record-correction conduct.

81. Plaintiff further alleges that Defendant Romer's conduct, failure to act, ratification, or legal-policy authority contributed to Plaintiff's ongoing

fingerprinting injury, biometric-data injury, recordkeeping injury, stigma, reputational harm, and due-process injury.

82. Defendant Ahmed Alkubani was, at all relevant times, a Dearborn police officer or school resource officer acting under color of state law.

83. Plaintiff sues Defendant Ahmed Alkubani in his individual capacity.

84. Defendant Alkubani is liable because he allegedly participated in the police response, directed or repeated commands to leave, assisted in escalating the incident into criminal enforcement, participated in or caused trespass-related enforcement, and contributed to Plaintiff's criminal-processing, fingerprinting, biometric processing, and prosecution-related consequences.

85. Defendant Ashley Kusnir was, at all relevant times, a Dearborn police sergeant and supervisor acting under color of state law.

86. Plaintiff sues Defendant Ashley Kusnir in her individual capacity.

87. Defendant Kusnir is liable because she allegedly arrived after Plaintiff was already outside the building, consulted with Defendant Thorpe about removing Plaintiff from the property, directed or approved the final enforcement decision, participated in or caused the arrest, and contributed to Plaintiff's criminal-processing, fingerprinting, biometric processing, and prosecution-related consequences.

88. Defendant Dearborn Board of Education is a public governmental body operating under color of state law.

89. Defendant Dearborn Board of Education is responsible for policies, practices, security, public-meeting procedures, public-meeting enforcement, coordination with law enforcement, supervision of school officials, and training related to public meetings and security operations.

90. Defendant Dearborn Board of Education is liable under Monell for policies, customs, practices, failures to train, failures to supervise, failures to discipline, ratification, and final policymaking conduct that allegedly caused the violation of Plaintiff's rights at or arising from the public meeting.

91. Defendant James Thorpe was, at all relevant times, the President of the Dearborn Board of Education.

92. Plaintiff sues Defendant James Thorpe in his individual capacity.

93. Defendant Thorpe is liable because he allegedly interrupted, limited, or silenced Mr. Berry's statement on a child-safety issue, caused or requested Plaintiff's removal from the meeting, directed or requested Plaintiff's removal from the property after Plaintiff had already exited the meeting room and building, and thereby participated in or caused the property-removal enforcement, trespass-related enforcement, and later consequences alleged in this Complaint.

94. Defendant Danielle Elzayat was, at all relevant times, Director of Health, Safety & Security, or otherwise acting in a supervisory, security, administrative, or policymaking capacity for Dearborn Public Schools.

95. Plaintiff sues Defendant Danielle Elzayat in her individual capacity.

96. Defendant Elzayat is liable because she allegedly supervised, trained, directed, approved, ratified, or failed to correct security policies, enforcement practices, public-meeting security practices, coordination with law enforcement, or security-related practices that caused or contributed to the constitutional violations alleged in this Complaint.

97. Defendant Abraham Dakhlallah was, at all relevant times, Assistant Health, Safety & Security Supervisor for Dearborn Public Schools.

98. Plaintiff sues Defendant Abraham Dakhlallah in his individual capacity.

99. Defendant Dakhlallah is liable because he allegedly participated in the removal process, interacted with Plaintiff during the removal, participated in or supported continued enforcement after Plaintiff was told to leave, was present during Plaintiff's exit from the meeting room and building, and contributed to the escalation, ratification, or continuation of enforcement alleged in this Complaint.

100. Defendant John Watsikam is sued in his individual capacity.

101. Defendant Watsikam is liable because he allegedly participated in, directed, approved, ratified, supervised, or failed to correct the challenged public-meeting enforcement, property-removal enforcement, security response, recordkeeping conduct, or related conduct alleged in this Complaint. Plaintiff pleads this claim against Defendant Watsikam based on his alleged personal involvement and official conduct, not merely because of his job title. If discovery shows that Defendant Watsikam had no personal involvement, Plaintiff will narrow the claim accordingly.

102. At all relevant times, all individual Defendants acted under color of state law.

103. At all relevant times, Defendants acted jointly, in concert, or with mutual participation in the challenged conduct.

104. Hussein Berry is not named as a Defendant in this First Amended Verified Complaint. Plaintiff identifies Hussein Berry as a non-party factual witness and public official whose attempted statement about a child-safety issue forms part of the factual background.

STATEMENT OF FACTS

117. On or about **May 8, 2023**, Plaintiff attended a Dearborn public school-board meeting at the Ten Eyck building, located at or near the Ten Eyck building in Dearborn, Michigan.

118. Plaintiff alleges that the Ten Eyck building and/or the property located at or near the Ten Eyck building is public property, school-district property used for public governmental meetings, City-owned property, or other public property used for public governmental meetings, including Dearborn Board of Education meetings.

119. Plaintiff alleges that the outside area near the entrance door was part of public property or property used for public governmental purposes, not private property from which Plaintiff could be excluded merely because of his speech, viewpoint, criticism, or prior audience reaction.

120. The meeting was a public governmental meeting involving public matters, school governance, child safety, public accountability, and community concerns.

121. Public meetings are limited public forums for First Amendment purposes.

122. Officials may enforce reasonable and viewpoint-neutral rules of order, but they may not discriminate based on viewpoint or use enforcement power as retaliation for protected speech. *Youkhanna v. City of Sterling Heights*, 934 F.3d 508, 518–20 (6th Cir. 2019).

123. Plaintiff attended the meeting as a local activist after community members informed him about serious allegations involving a child who had allegedly been touched or molested.

124. Plaintiff attended because the issue involved child safety, public accountability, school-board responsibility, and the duty of public officials to respond to serious concerns.

125. During the meeting, Hussein Berry, a school-board member and non-party factual witness, attempted to speak about the child-safety issue.

126. Mr. Berry attempted to address concerns involving a child allegedly being touched or molested and concerns about protection of a teacher.

127. Plaintiff alleges that Defendant James Thorpe, the school-board president, interrupted, limited, or silenced Mr. Berry while Mr. Berry was attempting to speak about the child-safety issue.

128. Plaintiff further alleges that Mr. Berry's attempted statement included a reference or statement involving "the chosen one" in connection with the child-safety issue.

129. Plaintiff believed the interruption prevented Mr. Berry from completing his statement.

130. Plaintiff believed the interruption prevented the public from hearing information about a serious matter involving a child.

131. Plaintiff told Defendant Thorpe not to interrupt Mr. Berry and to let Mr. Berry complete his statement.

132. Plaintiff's statement was directed at allowing discussion of a matter of public concern to continue.

133. Plaintiff's reaction occurred from the audience area.

134. Plaintiff did not threaten violence.

135. Plaintiff did not physically harm anyone.

136. Plaintiff did not use physical force.

137. Plaintiff was told to leave the meeting room.

138. Plaintiff ultimately complied, voluntarily left the meeting room, exited the building, and remained outside near the entrance door in the same general location. Plaintiff did not reenter the meeting room, did not threaten anyone, did not use physical force, and did not create any ongoing disturbance inside the meeting after exiting.

139. Trial testimony confirmed that Plaintiff left the room and exited the building without being physically carried, pushed, or forced out.

140. Defendant Ahmed Alkubani testified that Plaintiff eventually left the chambers, went into the hallway, and exited the building.

141. Defendant Abraham Dakhllallah testified that Plaintiff left the building and was standing in front of the building.

142. Defendant Ashley Kusnir testified that when she arrived, Plaintiff was already outside the building.

143. Once Plaintiff exited the building and remained outside near the entrance door in the same general location, Plaintiff was no longer inside the meeting.

144. Plaintiff was no longer disrupting the meeting.

145. Plaintiff was no longer interfering with school-board business.

146. Plaintiff was no longer creating any ongoing disturbance inside the meeting.

147. The meeting continued after Plaintiff left the room and exited the building.

148. Any legitimate justification based on restoring order inside the meeting ended or materially changed once Plaintiff exited the meeting room and building.

149. Defendant Thorpe requested or directed that Plaintiff be removed from the property.

150. Defendant Kusnir testified that she went inside to speak with Defendant Thorpe while Plaintiff was already outside.

151. Defendant Kusnir further testified that she asked Defendant Thorpe whether he wanted Plaintiff removed from the property.

152. The trial testimony showed that Defendant Thorpe had authority to run the meeting and request removal from the meeting room.

153. Plaintiff alleges that a separate constitutional question existed as to whether Defendant Thorpe had lawful authority to banish Plaintiff from all public property, including any public or City-owned property outside the building, after Plaintiff had already exited the meeting room and building.

154. Defense counsel asked Defendant Kusnir whether she personally knew Defendant Thorpe had authority to remove Plaintiff from public property.

155. Defendant Kusnir testified that she believed Defendant Thorpe had authority.

156. Defendant Kusnir also testified that she did not know the listed owner of the entire building.

157. Plaintiff alleges that after he exited the meeting room and building, Defendants lacked a separate lawful, neutral, and constitutionally valid basis to treat his presence outside near the entrance door on public property as trespassing.

158. After Plaintiff was transported to the police department, Plaintiff was charged with trespassing and failure to obey a police officer. Plaintiff alleges that, at the time of police transport and charging, the police did not and could not properly charge Plaintiff with disturbing the meeting because Plaintiff had already exited the meeting room and building and was outside.

158A. The trespass charge was a non-fingerprintable misdemeanor. Under **MCL 750.552**, ordinary trespass is punishable by imprisonment in the county jail for not more than thirty days, a fine of not more than \$250.00, or both. Plaintiff alleges that this thirty-day trespass offense did not authorize fingerprinting or biometric processing where Plaintiff provided valid identification.

159. Plaintiff later requested a jury trial. After Plaintiff demanded a jury trial, the prosecution amended or pursued an additional charge or theory involving disturbing the meeting or breach of peace. Plaintiff alleges that the amendment occurred because the original trespass theory was weak after Plaintiff had already exited the meeting room and building.

160. At trial, the jury found Plaintiff not guilty of trespass and found Plaintiff guilty of failure to obey a police officer and breach of peace or disturbing-the-meeting-related ordinance enforcement.

161. Plaintiff does not allege in this civil Complaint that the trespass acquittal erased the existence of the remaining convictions.

162. Plaintiff does not ask this Court to reverse, vacate, or invalidate the remaining convictions through this Complaint.

163. Plaintiff alleges, however, that the trespass acquittal is significant because the trespass theory was the claimed foundation for removing Plaintiff from the outside area after he had already exited the building.

164. Plaintiff alleges that after he exercised his right to contest the charges and requested a jury trial, the prosecution amended the charge or pursued an additional breach-of-peace or disturbing-the-meeting theory.

165. Plaintiff alleges that after he exercised his right to contest the charges and requested a jury trial, prosecution-related personnel, including Ola Hammoud acting within the City of Dearborn Law Department, amended, pursued, or relied upon additional ordinance-enforcement theories, including breach-of-peace or disturbing-the-meeting allegations. Plaintiff alleges that the amendment was retaliatory, punitive, and designed to salvage the prosecution after it became clear that the trespass charge was weak because Plaintiff had already left the meeting room and building.

166. Plaintiff alleges that the amended or additional charging theory caused Plaintiff to face additional prosecution-related consequences beyond the original trespass and failure-to-obey charges.

167. Plaintiff alleges that, as a result of the amended or additional charge and the prosecution-related enforcement arising from the **May 8, 2023** incident, Plaintiff was sentenced to and served approximately thirty days in jail in Calhoun County.

168. Plaintiff seeks damages for the thirty-day incarceration only to the extent legally permitted and only to the extent such damages do not require invalidation of any existing conviction.

169. Plaintiff separately seeks damages for independent injuries including fingerprinting, biometric processing, false recordkeeping, record misclassification, trespass-related enforcement that ended in acquittal, continuing chill of speech, emotional distress, reputational harm, privacy injury, and recordkeeping injury.

170. Plaintiff does not name Ola Hammoud as a Defendant. Plaintiff pleads these facts only to show the sequence of events, causation, damages, municipal policy or custom, ratification, Defendant Jeremy Romer's supervisory, administrative, legal-policy, recordkeeping, and municipal-compliance authority, and the need for discovery.

171. Plaintiff further alleges that Defendants' conduct before, during, and after the encounter violated his federal constitutional rights, including his rights under the First, Fourth, and Fourteenth Amendments.

172. Plaintiff alleges that the continued enforcement after he exited the building was retaliatory, viewpoint-based, unreasonable, and unsupported by a separate lawful property-removal basis.

173. Plaintiff alleges that Defendant Kusnir's final enforcement decision occurred after Plaintiff was already outside the building and after Defendant Kusnir consulted with Defendant Thorpe about removing Plaintiff from the property.

174. Plaintiff alleges that the command to leave the outside area was not supported by an ongoing disruption inside the meeting because Plaintiff had already exited the meeting room and building and remained outside near the entrance door in the same general location.

175. Plaintiff alleges that the order to leave the outside area was not supported by a lawful trespass basis because Plaintiff had already exited the meeting room and building and was standing outside near the entrance door on public property.

176. Plaintiff alleges that the enforcement against him chilled protected speech at public meetings and punished him for his viewpoint concerning a serious child-safety issue.

177. As part of the continuing consequences of the May 8, 2023 enforcement, Plaintiff was fingerprinted, biometrically processed, and

entered into criminal-history systems even though the trespass charge was ordinary trespass under MCL 750.552, a 30-day misdemeanor, and Plaintiff provided valid identification.

178. Plaintiff alleges that the fingerprinting, biometric processing, and related criminal-history records were tied to the original trespass and failure-to-obey enforcement, even though Plaintiff had exited the meeting room and building, was outside, and had provided valid identification.

179. Plaintiff alleges that he presented valid identification during the criminal-processing process.

180. Plaintiff alleges that the trespass charge arising from the May 8, 2023 incident was ordinary trespass under MCL 750.552, which is punishable by not more than thirty days in jail, a fine of not more than \$250.00, or both. Plaintiff alleges that when a person is charged with ordinary trespass or any other non-fingerprintable misdemeanor offense and provides valid identification, that person is not required to be fingerprinted or biometrically processed based on that charge.

181. Plaintiff provided valid identification. Plaintiff alleges that valid identification was all he was legally required to provide for the 30-day trespass charge and any other non-fingerprintable misdemeanor charge at issue. Plaintiff should not have been fingerprinted, biometrically processed, or entered into criminal-history systems based on those charges.

182. Plaintiff was later acquitted by a jury of trespassing.

183. Plaintiff alleges that the fingerprinting and biometric processing were unlawful when they occurred because the trespass charge was ordinary trespass under MCL 750.552, a 30-day misdemeanor, and Plaintiff provided valid identification. Plaintiff further alleges that any criminal-history, court, police, or related record connected to the trespass charge should accurately reflect the trespass acquittal and should not be mislabeled, reclassified, or reported in a false or misleading manner.

184. Plaintiff alleges that his fingerprints and criminal-history records still appear in government systems.

185. Plaintiff alleges that records connected to the trespass charge were not properly corrected after the trespass acquittal.

186. Plaintiff further alleges, upon information and belief, that after the trespass acquittal, a clerk, employee, official, agency, recordkeeper, system user, or other responsible person changed, altered, reclassified, mislabeled, reported, transmitted, or otherwise modified a record so that it appeared to reflect "invasion of privacy" or another inaccurate designation, or failed to correct a record that created that impression.

187. Plaintiff denies that the trespass acquittal lawfully supports any record being changed, reclassified, reported, transmitted, or maintained as an “invasion of privacy” designation or any other inaccurate designation.

188. Plaintiff alleges that any such alteration, reclassification, mislabeling, reporting, or inaccurate recordkeeping caused a separate injury because it created or maintained false, misleading, or constitutionally defective government records concerning Plaintiff.

189. Plaintiff alleges that maintaining fingerprint records, biometric records, criminal-history entries, or inaccurate designations after the trespass acquittal violates due process, invades privacy, damages reputation, causes stigma, and creates continuing harm.

190. Plaintiff alleges that false or misleading criminal-history records, fingerprint records, biometric records, arrest records, court records, police records, prosecution records, or charge-designation records were published, transmitted, reported, stored, accessed, or made available to government systems, law-enforcement databases, background-check systems, public-record systems, court systems, or other third parties.

191. Plaintiff alleges that the false or misleading records harmed Plaintiff’s reputation, privacy, liberty interests, public-participation rights, ability to speak as a local activist, ability to avoid future police contact, and ability to move freely without stigma or criminal-background consequences.

192. Plaintiff alleges that the false or misleading records caused continuing injury, including stigma, reputational harm, emotional distress, fear of future misuse, chilling of speech, public embarrassment, loss of liberty interests, and criminal-background consequences.

193. Plaintiff alleges that the false or misleading records also caused pecuniary harm, economic harm, loss of opportunities, costs, expenses, and other special damages to be proven through discovery.

194. Plaintiff seeks discovery to determine who changed, entered, approved, maintained, transmitted, reported, published, accessed, or failed to correct the fingerprint records, biometric records, criminal-history entries, trespass-related records, and any “invasion of privacy” designation.

195. Plaintiff suffered loss of liberty, fear of arrest, humiliation, reputational injury, emotional distress, prosecution burden, stigma, chilling of speech, loss of public-participation rights, recordkeeping injury, and other damages, including related fingerprinting and biometric-data injury.

196. Plaintiff seeks damages for the approximately thirty-day jail consequence only to the extent legally permitted and only to the extent such damages do not require invalidation of any existing conviction.

CONTINUING CHILL, FEAR OF RETALIATION, AND INJURY IN FACT

197. Plaintiff has not returned to a Dearborn Public Schools Board meeting since the incident because he reasonably fears arrest, prosecution,

fingerprinting, biometric processing, and retaliation if he again speaks critically on matters of public concern.

198. Plaintiff's fear is not speculative.

199. Plaintiff was previously removed, arrested, prosecuted, fingerprinted, convicted on ordinance charges, jailed for approximately thirty days in Calhoun County, and continues to suffer criminal-background and recordkeeping consequences arising from the May 8, 2023 incident.

200. Plaintiff wants to return to future Dearborn Public Schools Board meetings to speak on matters of public concern, including child safety, public accountability, school governance, and government conduct.

201. Defendants' prior enforcement has chilled Plaintiff's speech and deterred him from exercising his First Amendment rights.

202. The Sixth Circuit recognizes that a credible threat of arrest can objectively chill First Amendment activity and constitute an injury in fact. *McGlone v. Bell*, 681 F.3d 718 (6th Cir. 2012).

203. A plaintiff does not need to risk repeated arrest, prosecution, or punishment before seeking relief from unconstitutional enforcement. *Susan B. Anthony List v. Driehaus*, 573 U.S. 149 (2014); *Steffel v. Thompson*, 415 U.S. 452 (1974).

204. Plaintiff alleges that Defendants' prior enforcement, combined with continuing criminal-background consequences and the threat of renewed enforcement, creates a credible and ongoing chill on Plaintiff's protected speech.

205. Plaintiff therefore has standing to seek declaratory and injunctive relief to prevent future retaliation, viewpoint discrimination, unlawful exclusion, unlawful police enforcement, fingerprinting, biometric processing, and prosecution-related consequences for protected speech at public meetings, to the extent such relief is legally permitted and does not require invalidation of any existing conviction.

CLAIMS FOR RELIEF

COUNT I — FIRST AMENDMENT RETALIATION 42 U.S.C. § 1983 AGAINST INDIVIDUAL DEFENDANTS

206. Plaintiff incorporates paragraphs 1 through 205 as though fully set forth herein.

207. Plaintiff engaged in protected activity by attending a public school-board meeting and speaking or reacting to a matter of public concern involving child safety, alleged molestation or touching of a child, school-board accountability, public trust, and government responsibility.

208. Plaintiff's statement asking Defendant Thorpe not to interrupt Mr. Berry and to allow Mr. Berry to complete his statement was protected speech concerning a matter of public concern.

209. Plaintiff also had a First Amendment right not to be subjected to retaliatory police enforcement after he exited the meeting room and building.

210. Defendants took adverse action against Plaintiff by threatening trespass, ordering him away from the outside area, threatening arrest, causing or supporting trespass-related enforcement, causing or supporting fingerprinting and biometric processing, and causing or supporting prosecution-related consequences.

211. Because Plaintiff had already exited the meeting room and building, Defendants' continued property-removal enforcement was not legitimate order maintenance inside the meeting.

212. Plaintiff alleges that Defendants' continued enforcement was motivated, at least in part, by Plaintiff's protected speech, viewpoint, criticism, and emotional reaction to a matter of public concern.

213. Defendants' actions would deter a person of ordinary firmness from continuing to engage in protected speech.

214. Defendants' prior enforcement has caused an ongoing chill on Plaintiff's speech because Plaintiff reasonably fears returning to Dearborn Public Schools Board meetings and speaking critically on matters of public concern.

215. Plaintiff wants to return to future school-board meetings, but Defendants' prior enforcement has deterred him from doing so.

216. This continuing chill constitutes ongoing First Amendment injury.

217. The Sixth Circuit recognizes that First Amendment retaliation requires protected conduct, adverse action that would deter a person of ordinary firmness, and a causal connection between the two. *Thaddeus-X v. Blatter*, 175 F.3d 378, 394 (6th Cir. 1999).

218. Defendants violated Plaintiff's First Amendment rights.

219. Plaintiff suffered damages.

**COUNT II — VIEWPOINT DISCRIMINATION
FIRST AMENDMENT 42 U.S.C. § 1983
AGAINST INDIVIDUAL DEFENDANTS**

220. Plaintiff incorporates paragraphs 1 through 219 as though fully set forth herein.

221. Plaintiff spoke and reacted from a viewpoint critical of school-board conduct, government interruption, and the handling of a serious child-safety issue.

222. Plaintiff's viewpoint was that Mr. Berry should not be interrupted while attempting to speak about a child-safety issue, including concerns involving alleged touching or molestation of a child and protection of a teacher.

223. Public meetings are limited public forums, and public sidewalks are traditional public forums.

224. Defendants may enforce reasonable, neutral rules of order, but they may not punish a person because of viewpoint.

225. Defendants punished Plaintiff's viewpoint by threatening trespass, ordering him away from the outside area, threatening arrest, and causing or supporting criminal enforcement after Plaintiff had already exited the meeting room and building.

226. Defendants used police authority, trespass-related enforcement, and property-removal enforcement as a pretext to punish speech and viewpoint.

227. Defendants violated Plaintiff's First Amendment rights.

228. Plaintiff suffered damages.

**COUNT III — UNREASONABLE SEIZURE
FOURTH AMENDMENT 42 U.S.C. § 1983
AGAINST INDIVIDUAL DEFENDANTS**

229. Plaintiff incorporates paragraphs 1 through 228 as though fully set forth herein.

230. Plaintiff was subjected to police authority, police commands, trespass threats, arrest threats, criminal enforcement, prosecution-related consequences, fingerprinting, biometric processing, and liberty-related injury.

231. Plaintiff was told that if he did not leave the outside area, he would be charged with trespassing, even though Plaintiff had already voluntarily left the meeting room and exited the building.

232. A reasonable person in Plaintiff's position would not have felt free to disregard the officers' commands without risking arrest or criminal charges.

233. Defendants lacked a separate lawful, neutral, and constitutionally valid justification to continue treating Plaintiff as a trespasser after Plaintiff had already exited the meeting room and building.

234. Defendants' command to leave the outside area was unreasonable because Plaintiff had already exited the meeting room and building and was standing outside near the entrance door on public property.

235. Defendants' command to leave the outside area was unreasonable because it was not based on an ongoing disruption inside the meeting, a lawful trespass basis, a valid safety concern, or a neutral enforcement basis.

236. Defendants' unlawful command and related trespass enforcement caused Plaintiff to be subjected to criminal process, fingerprinting, biometric processing, and liberty-related consequences.

237. Defendants' conduct constituted an unreasonable seizure and/or unlawful threat of seizure under the Fourth Amendment.

238. This count is limited to independent seizure-related injuries and trespass-related enforcement that do not require invalidation of Plaintiff's remaining convictions. Plaintiff does not ask this Court to hold that the existing failure-to-obey or breach-of-peace convictions are invalid.

239. Plaintiff suffered damages.

**COUNT IV FOURTH AMENDMENT MALICIOUS
PROSECUTION / TRESPASS-RELATED ENFORCEMENT 42
U.S.C. § 1983**

AGAINST INDIVIDUAL DEFENDANTS

240. Plaintiff incorporates paragraphs 1 through 239 as though fully set forth herein.

241. Defendants made, influenced, participated in, caused, supported, or continued trespass-related enforcement against Plaintiff.

242. The trespass theory arose from Defendants' claim that Plaintiff could be ordered off the outside area after Plaintiff had already left the meeting room, exited the building, and stood outside near the entrance door.

243. Plaintiff alleges that the trespass-related enforcement was defective because it depended on the claim that Plaintiff could be ordered off public property after he had already exited the meeting room and building.

244. Plaintiff alleges that Defendants lacked probable cause or lawful authority to treat Plaintiff as a trespasser while he was outside near the entrance door on public property.

245. The jury acquitted Plaintiff of trespass.

246. Plaintiff alleges that the trespass acquittal terminated the trespass charge in Plaintiff's favor.

247. Plaintiff further alleges that the trespass theory supplied the foundation for later enforcement and must be examined as part of Plaintiff's First Amendment retaliation, Fourth Amendment seizure, and Fourteenth Amendment due-process claims to the extent legally permitted.

248. Plaintiff does not ask this Court, through this count, to reverse, vacate, or invalidate the existing convictions for failure to obey or breach of peace.

249. Plaintiff seeks civil relief for constitutional injuries that do not require this Court to overturn any conviction.

250. To the extent any claim is deemed dependent on invalidation of an existing conviction, Plaintiff requests that the Court narrowly address only that specific claim while allowing all independent claims to proceed, including Plaintiff's claims for removal, correction, withdrawal, destruction, or expungement of fingerprint records, biometric records, criminal-history records, and inaccurate record designations where legally permitted.

251. A Fourth Amendment malicious-prosecution claim under § 1983 is supported where defendants made, influenced, or participated in a prosecution without probable cause, the plaintiff suffered a liberty deprivation, and the criminal proceeding resolved in the plaintiff's favor. *Sykes v. Anderson*, 625 F.3d 294, 308–09 (6th Cir. 2010).

252. A criminal prosecution ending without a conviction satisfies favorable termination for a Fourth Amendment malicious-prosecution claim under § 1983. *Thompson v. Clark*, 596 U.S. 36 (2022).

253. Defendants violated Plaintiff's Fourth Amendment rights.

254. Plaintiff suffered damages.

COUNT V — FOURTEENTH AMENDMENT DUE PROCESS
42 U.S.C. § 1983
AGAINST INDIVIDUAL DEFENDANTS

255. Plaintiff incorporates paragraphs 1 through 254 as though fully set forth herein.

256. Defendants deprived Plaintiff of liberty, fair process, public-participation rights, privacy interests, and freedom from arbitrary government action.

257. Defendants used trespass threats, property-removal enforcement, police commands, and prosecution-related enforcement without a separate lawful basis after Plaintiff voluntarily exited the meeting room and building.

258. Plaintiff alleges that the continued enforcement was arbitrary because the situation inside the meeting had de-escalated and Plaintiff was no longer inside the meeting.

259. Plaintiff alleges that Defendants' enforcement decisions were not neutral, were not supported by a lawful trespass basis, and were tied to Plaintiff's viewpoint and speech concerning a serious child-safety issue.

260. Plaintiff further alleges that Defendants violated due process by maintaining, altering, reclassifying, mislabeling, reporting, transmitting, or failing to correct fingerprint records, biometric records, arrest records, court records, criminal-history records, and any inaccurate "invasion of privacy" designation after Plaintiff was acquitted of trespassing.

261. Defendants' conduct violated Plaintiff's Fourteenth Amendment due-process rights.

262. This count is limited to independent due-process injuries that do not require invalidation of Plaintiff's existing convictions, including alleged false recordkeeping, biometric-data injury, inaccurate disposition reporting, record misclassification, stigma-plus injury, and continuing recordkeeping harm.

263. Plaintiff suffered damages.

**COUNT VI — EQUAL PROTECTION / SELECTIVE
ENFORCEMENT FOURTEENTH AMENDMENT 42 U.S.C. §
1983**

AGAINST INDIVIDUAL DEFENDANTS

264. Plaintiff incorporates paragraphs 1 through 263 as though fully set forth herein.

265. Defendants selectively enforced police commands, trespass threats, property-removal enforcement, prosecution-related enforcement, fingerprinting, biometric processing, and criminal-processing consequences against Plaintiff because of his viewpoint, criticism, protected speech, and identity as a government critic and local activist.

266. Defendants treated Plaintiff differently from similarly situated persons who were not criticizing officials in the same manner.

267. Trial testimony reflected that school-board meetings had previously involved rowdy, chaotic, or disruptive conduct without arrests being made in the same manner.

268. Plaintiff alleges that Defendants' selective enforcement lacked a neutral, rational, and lawful basis.

269. Plaintiff alleges that Defendants' conduct was motivated by animus, viewpoint hostility, retaliation, and improper governmental purpose.

270. Defendants violated Plaintiff's right to equal protection.

271. This count is limited to independent selective-enforcement injuries that do not require invalidation of Plaintiff's existing convictions. Plaintiff pleads this count to preserve his claim that Defendants used enforcement discretion differently against him because of his protected viewpoint, criticism, and public-activist status.

272. Plaintiff suffered damages.

COUNT VII — CONTINUING RECORDKEEPING HARM, RECORD MISCLASSIFICATION, AND RELATED FINGERPRINT / BIOMETRIC CONSEQUENCES FOURTH AND FOURTEENTH AMENDMENTS 42 U.S.C. § 1983

AGAINST RESPONSIBLE DEFENDANTS

273. Plaintiff incorporates paragraphs 1 through 272 as though fully set forth herein.

274. Plaintiff suffered continuing recordkeeping harm as a result of the enforcement arising from the **May 8, 2023** school-board meeting incident, including criminal-history processing, record reporting, record retention, and related fingerprinting or biometric consequences.

275. Plaintiff alleges that the fingerprinting and biometric processing were tied to the original trespass and failure-to-obey enforcement and the claim that Plaintiff unlawfully remained on the property, even though Plaintiff had already exited the meeting room and building, the ordinary trespass offense under **MCL 750.552** was punishable by not more than thirty days, the ordinance charges were non-fingerprintable, and Plaintiff had provided valid identification.

276. Plaintiff was later acquitted by a jury of trespassing.

277. Plaintiff alleges that the fingerprinting and biometric processing were unlawful when they occurred because the trespass charge was ordinary trespass under MCL 750.552, a 30-day misdemeanor, and Plaintiff provided valid identification. Plaintiff further alleges that any arrest record, criminal-history entry, court record, police record, or related record connected to the trespass charge must accurately reflect the trespass acquittal and must not be mislabeled, reclassified, or reported in a false or misleading manner.

278. Plaintiff alleges that his fingerprints and criminal-history records still appear in government systems.

279. Plaintiff further alleges that records connected to the trespass charge were not properly corrected after the trespass acquittal.

280. Plaintiff alleges, upon information and belief, that a clerk, employee, official, agency, recordkeeper, system user, or other responsible person changed, altered, reclassified, mislabeled, reported, transmitted, or otherwise modified a record so that it appeared to reflect “invasion of privacy” or another inaccurate designation after the trespass acquittal, or failed to correct a record that created that impression.

281. Plaintiff denies that Defendants had any lawful basis to convert, reclassify, report, transmit, or maintain a trespass-related fingerprint or criminal-history record as “invasion of privacy” after Plaintiff was acquitted of trespassing.

282. Plaintiff’s criminal-history records, fingerprint records, biometric identifiers, and related government records constitute personal identifying information and implicate privacy, liberty, due-process, reputation, and security interests.

283. Defendants’ conduct invaded Plaintiff’s privacy and damaged Plaintiff’s liberty interests by causing criminal-history records, fingerprint records,

biometric records, and related government records to be taken, retained, reported, used, mislabeled, or maintained in connection with unlawful, inaccurate, retaliatory, or constitutionally defective enforcement.

284. Defendants' conduct further violated Plaintiff's Fourth Amendment right to be free from unreasonable seizure and unreasonable criminal-processing consequences, including fingerprinting and biometric processing where not lawfully authorized or accurately maintained.

285. Defendants' conduct further violated Plaintiff's Fourteenth Amendment right to due process by subjecting Plaintiff to inaccurate criminal-history processing, false or misleading records, stigma, reputational harm, and continuing consequences without lawful basis.

286. Plaintiff seeks discovery to identify the clerk, employee, official, agency, recordkeeper, system user, or responsible person who changed, entered, approved, maintained, transmitted, reported, or failed to correct the fingerprint records, biometric records, criminal-history entries, trespass-related records, and any "invasion of privacy" designation.

287. Plaintiff seeks correction, withdrawal, destruction, expungement, removal, or accurate amendment of unlawful or inaccurate fingerprint records, biometric records, arrest records, criminal-history entries, disposition reports, LEIN entries, court records, police records, and related records where legally permitted.

288. Defendants' conduct was intentional, reckless, malicious, and/or in deliberate disregard of Plaintiff's clearly established constitutional rights.

289. Plaintiff suffered damages.

COUNT VIII — INJURIOUS FALSEHOOD / FALSE RECORDKEEPING / FALSE CRIMINAL-HISTORY DESIGNATION SUPPLEMENTAL STATE-LAW CLAIM UNDER 28 U.S.C. § 1367

AGAINST RESPONSIBLE DEFENDANTS WHERE LEGALLY PERMITTED

290. Plaintiff incorporates paragraphs 1 through 289 as though fully set forth herein.

291. Plaintiff brings this claim as a supplemental state-law claim arising from the same facts, enforcement, fingerprinting, biometric processing, criminal-history reporting, and recordkeeping conduct alleged in this Complaint.

292. Plaintiff alleges that Defendants, their employees, agents, clerks, recordkeepers, system users, or other responsible persons published, transmitted, reported, maintained, or made available false or misleading records concerning Plaintiff.

293. Plaintiff alleges that the false or misleading records included records connected to trespass, fingerprinting, biometric processing, criminal-history reporting, arrest records, court records, police records, prosecution records,

and an alleged “invasion of privacy” designation or other inaccurate charge designation.

294. Plaintiff alleges that any record reflecting or implying that Plaintiff remained lawfully chargeable as a trespasser after the trespass acquittal was false, misleading, or materially inaccurate.

295. Plaintiff alleges that any record reflecting or implying that the trespass acquittal could be converted, reclassified, reported, transmitted, or maintained as “invasion of privacy” was false, misleading, or materially inaccurate.

296. Plaintiff alleges that Defendants knew or should have known that these records were false, misleading, inaccurate, or incomplete.

297. Plaintiff alleges that Defendants acted with malice, reckless disregard, deliberate indifference, lack of neutral enforcement, or improper motive by maintaining, publishing, transmitting, or failing to correct false or misleading records after Plaintiff’s trespass acquittal.

298. Plaintiff alleges that the false or misleading records harmed Plaintiff’s interests, reputation, liberty, privacy, public-participation rights, and ability to avoid criminal-background consequences.

299. Plaintiff alleges that the false or misleading records caused continuing harm, including stigma, reputational injury, emotional distress, fear of

future misuse, chilling of speech, criminal-background consequences, and recordkeeping injury.

300. Plaintiff alleges that the false or misleading records caused pecuniary harm, economic harm, loss of opportunities, costs, expenses, and special damages to be proven through discovery.

301. Plaintiff seeks discovery to determine who entered, changed, altered, reclassified, transmitted, approved, maintained, published, reported, accessed, or failed to correct the false or misleading records.

302. Plaintiff seeks correction, withdrawal, destruction, expungement, removal, or accurate amendment of false or misleading records where legally permitted.

303. Plaintiff suffered damages.

**COUNT IX — MUNICIPAL LIABILITY / MONELL CLAIM
42 U.S.C. § 1983**

**AGAINST CITY OF DEARBORN, DEARBORN POLICE DEPARTMENT, AND
DEARBORN BOARD OF EDUCATION**

304. Plaintiff incorporates paragraphs 1 through 303 as though fully set forth herein.

305. Defendants City of Dearborn, Dearborn Police Department, and Dearborn Board of Education are liable under *Monell v. Department of Social Services*, 436 U.S. 658 (1978).

306. Under Monell, a local government may be sued under 42 U.S.C. § 1983 when an official policy, custom, practice, decision by a final policymaker, failure to train, failure to supervise, failure to discipline, or ratification causes a constitutional injury. A municipality is not liable merely because it employs a person who violated someone's rights; the policy or custom must be the moving force behind the injury. *Monell v. Department of Social Services*, 436 U.S. 658 (1978).

307. A single decision by a municipal official with final policymaking authority may create municipal liability when that decision represents official municipal policy. ***Pembaur v. City of Cincinnati*, 475 U.S. 469 (1986)**.

308. A municipality may also be liable for failure to train where the failure amounts to deliberate indifference to constitutional rights and causes the violation. ***City of Canton v. Harris*, 489 U.S. 378 (1989)**.

309. A Monell plaintiff must show a direct causal link between the municipal action or inaction and the constitutional injury; the municipality must be the moving force behind the violation. ***Board of County Commissioners of Bryan County v. Brown*, 520 U.S. 397 (1997)**.

310. Plaintiff alleges that the City of Dearborn's policies, customs, practices, failures to train, failures to supervise, failures to discipline, ratification, recordkeeping practices, fingerprinting practices, biometric-processing

practices, and prosecution-related municipal enforcement structure were the moving force behind Plaintiff's constitutional injuries.

311. Plaintiff alleges that the City of Dearborn's municipal liability is further supported by the failure of Defendant Issa Shahin, as Chief of Police, and other police supervisors to train, supervise, discipline, correct, and control Dearborn police officers regarding First Amendment rights, public-meeting enforcement, trespass enforcement on public or City-owned property, failure-to-obey enforcement, fingerprinting limits, biometric processing, and correction of records after an acquittal.

312. Plaintiff alleges that Defendant Shahin's failure to train, supervise, discipline, and correct constituted deliberate indifference to Plaintiff's constitutional rights and was a moving force behind the violations alleged in this Complaint.

313. Plaintiff alleges that Defendants maintained or permitted a custom or practice of using police authority, trespass threats, property-removal enforcement, prosecution-related consequences, recordkeeping harm, and criminal-history consequences against public speakers, local activists, and government critics at or near public meetings, including related fingerprinting and biometric consequences.

314. Plaintiff alleges that Defendants' policies, customs, practices, or ratification allowed prosecution-related enforcement and criminal-

processing consequences to be used against public speakers, local activists, and government critics after public-meeting disputes, including after the speaker had already complied, exited the meeting room, and left the building.

315. Plaintiff alleges that the City of Dearborn's municipal liability is further supported by the structure and actions of the City of Dearborn Law Department, including ordinance-enforcement, fingerprinting, biometric-processing, recordkeeping, and record-correction practices performed by employees or attorneys under the authority, supervision, direction, or control of Defendant Jeremy Romer as City Attorney.

316. Plaintiff alleges that Defendant Romer's legal advice, failure to advise, supervision, failure to supervise, ratification, or failure to correct municipal practices concerning ordinance enforcement, non-fingerprintable misdemeanor charges, fingerprinting, biometric processing, prosecution-related enforcement, criminal-history reporting, and recordkeeping consequences constituted municipal policy, custom, practice, or ratification under Monell.

317. Plaintiff alleges that Defendants failed to train officers, school officials, clerks, recordkeepers, municipal employees, and public-meeting security personnel that public criticism, emotional speech, audience reaction, or disagreement at a public meeting cannot be punished based on viewpoint.

318. Plaintiff alleges that Defendants failed to train officers and school officials that once a person voluntarily leaves a meeting room, exits the building, and is outside near the entrance door, officials need a separate lawful basis to continue trespass threats, property-removal enforcement, arrest threats, criminal charges, fingerprinting, biometric processing, or prosecution-related conduct.

319. Plaintiff alleges that Defendants failed to train officers and school officials that a public-meeting chair's authority to maintain order inside a meeting does not automatically authorize law enforcement to banish a speaker from all public property or City-owned property outside the building after the speaker has exited.

320. Plaintiff alleges that Defendants failed to train officers, school officials, clerks, recordkeepers, and municipal employees that ordinary trespass under MCL 750.552 is punishable by not more than thirty days, that ordinary trespass under MCL 750.552 and other non-fingerprintable misdemeanor offenses do not authorize fingerprinting or biometric processing when a person provides valid identification, and that criminal-history reporting, inaccurate recordkeeping, record misclassification, and related fingerprinting or biometric consequences based on unlawful or retaliatory enforcement cause separate privacy, liberty, reputational, and constitutional injury.

321. Plaintiff alleges that Defendants ratified the conduct by failing to correct it, failing to discipline the involved officers or officials, continuing to maintain or defend the consequences of the enforcement, and allowing prosecution-related, criminal-history, fingerprinting, biometric, and recordkeeping consequences to continue.

322. Plaintiff alleges that Defendants' policies, customs, practices, failures, and ratification were the moving force behind Plaintiff's constitutional injuries.

323. Plaintiff suffered damages.

**COUNT X — DECLARATORY AND INJUNCTIVE RELIEF
AGAINST ALDEFENDANTS**

324. Plaintiff incorporates paragraphs 1 through 323 as though fully set forth herein.

325. An actual controversy exists between Plaintiff and Defendants.

326. Plaintiff seeks a declaration that Defendants violated his First Amendment rights by using trespass threats, police commands, property-removal enforcement, criminal prosecution-related consequences, and related enforcement after Plaintiff voluntarily left the meeting room, exited the building, and stood outside near the entrance door.

327. Plaintiff seeks a declaration that Defendants violated his Fourth Amendment rights by threatening, commanding, restricting, seizing, prosecuting, fingerprinting, or biometrically processing Plaintiff without lawful justification, to the extent such relief does not require invalidation of any existing conviction.

328. Plaintiff seeks a declaration that Defendants violated his Fourteenth Amendment rights by using arbitrary, retaliatory, selective, privacy-invasive, and recordkeeping enforcement, to the extent such relief does not require invalidation of any existing conviction.

329. Plaintiff seeks a declaration that Defendants published, transmitted, maintained, or failed to correct false or misleading criminal-history, fingerprinting, biometric, arrest, court, police, prosecution, or charge-designation records.

330. Plaintiff seeks a declaration that the trespass-related enforcement was constitutionally defective because Plaintiff had exited the meeting room and building, the meeting had continued, and the jury acquitted Plaintiff of trespass.

331. Plaintiff seeks a declaration that Defendants had no lawful basis to treat Plaintiff as a trespasser after Plaintiff voluntarily left the public school-board meeting, exited the building, and stood outside near the entrance door on public property.

332. Plaintiff seeks a declaration that Defendants violated Plaintiff's rights by failing to correct, withdraw, remove, or accurately update fingerprint records, biometric records, arrest records, criminal-history records, or court-related records connected to the trespass charge after Plaintiff's trespass acquittal, where legally required or permitted.

333. Plaintiff seeks prospective relief because he wants to return to future Dearborn Public Schools Board meetings.

334. Plaintiff reasonably fears renewed arrest, prosecution, fingerprinting, biometric processing, exclusion, recordkeeping harm, and retaliation if he again speaks critically on matters of public concern.

335. Defendants' prior enforcement creates a credible threat of future enforcement and an ongoing chill on Plaintiff's First Amendment rights.

336. Plaintiff requests declaratory and injunctive relief preventing Defendants from using trespass threats, property-removal enforcement, criminal charges, fingerprinting, biometric processing, record misclassification, or prosecution-related conduct to punish Plaintiff for protected speech, criticism, public comment, local activism, or viewpoint at future public meetings.

337. Plaintiff seeks appropriate injunctive relief requiring Defendants, where legally permitted, to correct, withdraw, destroy, expunge, remove, or

accurately amend fingerprints, biometric data, arrest records, criminal-history entries, court records, police records, prosecution records, charge-designation records, and related records created or maintained as a result of unlawful or unconstitutional enforcement.

PRO SE PLEADING STANDARD, RULE 12(b)(6), RULE 12(d), HECK LIMITATION, AND PRESERVATION OF OBJECTIONS

338. Plaintiff appears in propria persona.

339. Plaintiff objects to any attempt by Defendants to use Federal Rule of Civil Procedure 12(b)(6) to resolve disputed facts, weigh evidence, determine credibility, reinterpret video evidence, rely on police reports, rely on unauthenticated records, or avoid discovery.

340. At the Rule 12(b)(6) stage, the Court must accept Plaintiff's well-pleaded factual allegations as true and draw all reasonable inferences in Plaintiff's favor.

341. A complaint survives Rule 12(b)(6) when it pleads sufficient factual matter, accepted as true, to state a claim for relief that is **plausible on its face**. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 555–57 (2007).

342. Plaintiff is not required at the pleading stage to prove his claims, prove every fact, produce every document, identify every recordkeeper, identify

every system user, obtain audit logs, or defeat every possible defense before discovery.

343. Because Plaintiff proceeds pro se, this First Amended Verified Complaint must be liberally construed and held to less stringent standards than formal pleadings drafted by attorneys. **Haines v. Kerner**, 404 U.S. 519, 520–21 (1972); **Erickson v. Pardus**, 551 U.S. 89, 94 (2007).

344. Plaintiff has pleaded specific facts showing that he attended a public meeting as a local activist on a child-safety issue, spoke after the school-board president interrupted or limited a school-board member discussing the issue, complied when told to leave, voluntarily exited the building, stood outside near the entrance door on public property, and was nevertheless subjected to trespass-related enforcement, police commands, fingerprinting, biometric processing, prosecution-related consequences, recordkeeping harm, chilling of speech, and liberty-related injury.

345. Liberally construed, those allegations plausibly state claims under the First, Fourth, and Fourteenth Amendments.

346. Plaintiff expressly objects to any attempt by Defendants to rely on materials outside the pleadings in support of a Rule 12(b)(6) motion, including but not limited to videos, body-camera footage, surveillance footage, police reports, affidavits, declarations, USB materials, letters, investigative reports, uncertified records, unauthenticated exhibits, selective

excerpts, court-record summaries, clerk entries, or disputed factual materials.

347. Federal Rule of Civil Procedure 12(d) provides that if matters outside the pleadings are presented on a Rule 12(b)(6) motion and are not excluded by the Court, the motion must be treated as one for summary judgment under Rule 56, and all parties must be given a reasonable opportunity to present material pertinent to that motion.

348. Courts generally may not consider matters outside the pleadings when deciding Rule 12(b)(6) unless the motion is converted to summary judgment under Rule 56. Limited exceptions may exist for materials such as exhibits attached to the complaint, public records, items appearing in the case record, and exhibits attached to a motion if they are referred to in the complaint and central to the claims, but those materials may not be used to resolve disputed facts, credibility issues, or competing interpretations at the pleading stage.

349. Plaintiff objects to any attempt by Defendants to use outside materials to contradict Plaintiff's allegations, rewrite Plaintiff's factual theory, resolve disputes about what occurred, determine what Defendants believed, determine whether Defendants acted reasonably, or determine whether Plaintiff's constitutional rights were violated.

350. Plaintiff further objects to any attempt by Defendants to use Rule 12(b)(6) as a substitute for discovery, summary judgment, or trial.

351. If Defendants submit matters outside the pleadings and ask the Court to consider them, Plaintiff requests that the Court exclude those materials or, alternatively, provide notice of conversion under Rule 12(d), permit discovery, and give Plaintiff a fair opportunity to present evidence.

352. Plaintiff does not waive any objection under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, authentication requirements, hearsay rules, completeness principles, due-process principles, or any other applicable rule.

353. Plaintiff also objects to any broad dismissal under **Heck v. Humphrey**, 512 U.S. 477 (1994).

354. Plaintiff does not seek through this civil Complaint to directly reverse, vacate, or collaterally attack any existing conviction.

355. Plaintiff does not seek immediate or speedier release from custody, does not seek habeas relief in this civil action, and does not request that this Court vacate any existing conviction through this Complaint.

356. Plaintiff seeks relief for independent constitutional injuries, including First Amendment retaliation, viewpoint discrimination, unreasonable enforcement after Plaintiff exited the building, trespass-related enforcement

that ended in acquittal, unlawful fingerprinting, biometric processing, inaccurate recordkeeping, false recordkeeping, municipal liability, continuing chill of speech, and prospective relief where legally permitted.

357. To the extent Defendants contend that any particular claim or category of damages would necessarily imply the invalidity of an existing conviction, Plaintiff requests that the Court narrowly address only that specific claim or damages theory and allow all independent claims to proceed. Heck bars only a § 1983 damages claim whose success would necessarily imply the invalidity of a conviction or sentence that has not been reversed, expunged, declared invalid, or called into question by habeas. Plaintiff requests that any Heck-based ruling be narrow, claim-specific, and without prejudice where appropriate.

358. Plaintiff further alleges continuing First Amendment injury because Defendants' prior enforcement has chilled Plaintiff from returning to Dearborn Public Schools Board meetings. A credible threat of arrest or prosecution can support prospective relief; a plaintiff need not first expose himself to repeated arrest or prosecution before seeking relief from enforcement that deters constitutional activity. **Steffel v. Thompson**, 415 U.S. 452 (1974); **Susan B. Anthony List v. Driehaus**, 573 U.S. 149 (2014); **McGlone v. Bell**, 681 F.3d 718 (6th Cir. 2012).

359. For these reasons, Plaintiff respectfully requests that any Rule 12(b)(6) motion be denied, or, if Defendants rely on matters outside the pleadings, that those materials be excluded or the motion be converted under Rule 12(d) with discovery and a fair opportunity for Plaintiff to respond.

REQUEST FOR EARLY LIMITED DISCOVERY AND PRESERVATION OF EVIDENCE

360. Plaintiff requests that this case proceed into discovery as soon as permitted by the Federal Rules of Civil Procedure.

361. Discovery is necessary because many material facts are in the possession, custody, and control of Defendants, including police officers, school officials, supervisors, policymakers, clerks, recordkeepers, municipal employees, and system users.

362. The transcript identifies several key persons, including James Thorpe, Hussein Berry, Ahmed Alkubani, Ashley Kusnir, Abraham Dakhlallah, David Mustonen, Stephanie Butler, Issa Shahin, Jeremy Romer, and Ola Hammoud.

363. Plaintiff requires discovery concerning body-camera footage, surveillance footage, school-board video, hallway video, entrance-door video, outside-area footage, dispatch records, radio communications, incident reports, officer notes, school-security records, internal

communications, emails, text messages, charging documents, prosecution referrals, fingerprinting records, biometric records, and records concerning the decision to charge, prosecute, fingerprint, process, or jail Plaintiff.

364. Plaintiff also requires discovery concerning all fingerprint records, biometric records, arrest records, LEIN entries, criminal-history entries, court records, clerk entries, police entries, prosecution entries, and any record reflecting trespass, invasion of privacy, breach of peace, failure to obey, or any modified charge designation arising from the May 8, 2023 incident.

365. Plaintiff requests discovery identifying every person, clerk, employee, official, agency, department, recordkeeper, or system user who entered, changed, altered, reclassified, transmitted, approved, maintained, or failed to correct any record connected to Plaintiff's fingerprinting, biometric processing, trespass acquittal, or any "invasion of privacy" designation.

366. Plaintiff requests all audit logs, record-change histories, LEIN entries, court-register entries, fingerprint submission records, biometric processing records, disposition reports, amended disposition reports, and communications concerning any change from trespass to "invasion of privacy" or any other designation.

367. Plaintiff also requires discovery concerning the timing, basis, communications, internal records, policies, customs, practices, ratification,

and municipal decision-making relating to the prosecutor's amendment or pursuit of breach-of-peace or disturbing-the-meeting theories after Plaintiff exercised his right to contest the charges and demanded a jury trial.

368. Plaintiff requests discovery concerning Defendant Issa Shahin's training, supervision, discipline, correction, or control of Dearborn police officers regarding public-meeting enforcement, trespass enforcement, failure-to-obey enforcement, arrest practices, fingerprinting, biometric processing, and correction of records.

369. Plaintiff requests discovery concerning Defendant Jeremy Romer's legal advice, failure to advise, supervision, failure to supervise, ratification, or failure to correct municipal practices concerning fingerprinting, biometric processing, prosecution-related enforcement, criminal-history reporting, and recordkeeping consequences.

370. Plaintiff requests discovery concerning the amendment of the charging complaint after Plaintiff requested a jury trial, the timing and reason for the amendment, communications regarding the amendment, the role of the City of Dearborn Law Department, the role of Ola Hammoud as a factual actor, Defendant Jeremy Romer's supervisory or legal-policy authority, and all records relating to Plaintiff's thirty-day jail consequence in Calhoun County.

371. Plaintiff requests that the Court permit expedited discovery, if necessary, for the limited purpose of preserving evidence, obtaining video and audio evidence, obtaining police and school-board records, obtaining fingerprint and recordkeeping records, and determining who made or approved the challenged enforcement and recordkeeping decisions.

372. Plaintiff requests that Defendants be ordered to preserve all evidence relating to the incident, including body-camera footage, dash-camera footage, building surveillance footage, hallway footage, entrance-door footage, sidewalk footage, audio recordings, dispatch recordings, radio communications, police reports, supplemental reports, officer notes, emails, text messages, internal communications, meeting records, security records, fingerprinting records, biometric records, prosecution communications, court records, clerk records, audit logs, and records relating to the charges for trespass, breach of peace, and failure to obey a police officer.

373. Plaintiff requests that Defendants not be permitted to use a Rule 12(b)(6) motion as a shield to avoid discovery where the Complaint alleges specific facts showing constitutional violations and where Defendants possess the evidence necessary to prove the full scope of the violations.

374. Plaintiff further requests that if Defendants rely on materials outside the pleadings, the Court convert any Rule 12(b)(6) motion under Federal

Rule of Civil Procedure 12(d), allow discovery, and give Plaintiff a fair opportunity to present evidence.

375. Early limited discovery is necessary to prevent prejudice, preserve evidence, identify responsible recordkeepers or system users, and allow this case to proceed on a complete factual record.

DAMAGES

376. Plaintiff suffered the loss of constitutional rights.

377. Plaintiff suffered fear of arrest, loss of liberty, incarceration-related injury to the extent legally permitted, emotional distress, humiliation, reputational injury, public embarrassment, chilling of speech, prosecution burden, invasion of privacy, fingerprinting injury, biometric-data injury, stigma, recordkeeping injury, and continuing harm.

378. Plaintiff suffered approximately thirty days in jail in Calhoun County arising from the prosecution-related enforcement, amended charging theory, criminal-processing consequences, and municipal practices alleged in this Complaint.

379. Plaintiff seeks damages for the thirty-day incarceration only to the extent legally permitted and only to the extent such damages do not require invalidation of any existing conviction.

380. Plaintiff separately seeks damages for independent injuries including fingerprinting, biometric processing, false recordkeeping, record misclassification, trespass-related enforcement that ended in acquittal, continuing chill of speech, emotional distress, reputational harm, privacy injury, and recordkeeping injury.

381. Plaintiff also suffered damages from false or misleading recordkeeping, including reputational harm, stigma, emotional distress, economic harm, pecuniary harm, loss of opportunities, costs, expenses, chilling of speech, and continuing injury from false or misleading criminal-history, fingerprinting, biometric, arrest, court, police, prosecution, or charge-designation records.

382. Plaintiff suffered ongoing chilling of speech and loss of public-participation rights because he has not returned to Dearborn Public Schools Board meetings since the **May 8, 2023** incident due to a reasonable fear of renewed arrest, prosecution, fingerprinting, biometric processing, recordkeeping harm, and retaliation.

383. Plaintiff seeks compensatory damages in the amount of Five Hundred **Million Dollars (\$500,000,000.00)**.

384. This demand reflects the severity of the alleged constitutional violations, including retaliation for protected speech, viewpoint discrimination, unreasonable seizure, trespass-related enforcement that

ended in acquittal, selective enforcement, continuing chill, loss of public-participation rights, invasion of privacy, inaccurate recordkeeping, injurious falsehood/false recordkeeping, loss of liberty to the extent legally permitted, and approximately thirty days in jail in Calhoun County to the extent legally permitted and only to the extent such damages do not require invalidation of any existing conviction. Fingerprinting and biometric consequences are alleged as part of the continuing recordkeeping injury, not as the sole focus of this action.

385. Plaintiff seeks nominal damages for the violation of his constitutional rights.

386. Plaintiff seeks punitive damages against the individual Defendants because their conduct was intentional, reckless, retaliatory, malicious, and/or in deliberate disregard of Plaintiff's clearly established constitutional rights.

387. Plaintiff seeks declaratory relief, injunctive relief, correction, withdrawal, expungement, destruction, removal, or accurate amendment of unlawful fingerprint, biometric, and inaccurate records where legally permitted, costs, and all other relief permitted by law.

CONCLUSION AND PRAYER FOR RELIEF

388. For the reasons stated above, Plaintiff Hassan Aoun respectfully requests that this Court enter judgment in his favor and against Defendants.

389. Plaintiff requests that this Court declare that Defendants violated his rights under the First, Fourth, and Fourteenth Amendments to the United States Constitution.

390. Plaintiff requests that this Court declare that Defendants engaged in retaliation, viewpoint discrimination, unreasonable seizure, trespass-related malicious prosecution, arbitrary enforcement, selective enforcement, unlawful fingerprinting, biometric collection, record misclassification, injurious falsehood/false recordkeeping, and invasion of privacy, to the extent such relief does not require invalidation of any existing conviction.

391. Plaintiff requests that this Court declare that Defendants had no lawful basis to treat Plaintiff as a trespasser after Plaintiff voluntarily left the public school-board meeting, exited the building, and stood outside near the entrance door on public property.

392. Plaintiff requests that this Court declare that the trespass-related enforcement terminated in Plaintiff's favor when a jury acquitted him of trespassing.

393. Plaintiff requests that this Court declare that Defendants' publication, transmission, maintenance, or failure to correct false or misleading criminal-history, fingerprinting, biometric, arrest, court, police, prosecution, or charge-designation records violated Plaintiff's rights and caused continuing harm.

394. Plaintiff requests that this Court order Defendants, where legally permitted, to correct, withdraw, destroy, expunge, or request removal of any fingerprint records, biometric records, arrest records, LEIN entries, criminal-history entries, court records, police records, prosecution records, or related records created from unlawful fingerprinting or biometric processing of non-fingerprintable misdemeanor offenses, including ordinary trespass under **MCL 750.552, a 30-day misdemeanor**, and any other non-fingerprintable misdemeanor offense, where Plaintiff provided valid identification. Plaintiff also requests correction of any record connected to the trespass charge so that it accurately reflects the trespass acquittal and is not mislabeled, reclassified, or reported in a false or misleading manner.

395. Plaintiff further requests discovery and appropriate relief concerning any record alteration, reclassification, mislabeling, or inaccurate designation reflecting "invasion of privacy" or any other charge designation not lawfully supported by the trespass acquittal.

396. Plaintiff requests damages and appropriate relief for the loss of liberty caused by the challenged enforcement, including approximately thirty days in jail in Calhoun County to the extent legally permitted and only to the extent such damages do not require invalidation of any existing conviction, together with all related independent prosecution, fingerprinting, biometric, and recordkeeping consequences.

397. Plaintiff requests declaratory and injunctive relief because he wants to return to future Dearborn Public Schools Board meetings, but Defendants' prior enforcement has created a credible and ongoing fear of renewed arrest, prosecution, fingerprinting, biometric processing, recordkeeping harm, and retaliation if Plaintiff again speaks critically on matters of public concern.

398. Plaintiff objects to any Rule **12(b)(6)** motion that relies on materials outside the pleadings, disputed facts, selective video interpretation, police reports, unauthenticated records, or credibility determinations. Plaintiff requests that such materials be excluded, or that the motion be converted under Rule 12(d) with discovery and a fair opportunity to respond.

399. Plaintiff requests early limited discovery to preserve evidence and obtain the records necessary to proceed on a complete factual record.

400. Plaintiff requests an award of compensatory damages in the amount of Five Hundred Million Dollars (\$500,000,000.00), together with nominal

damages, punitive damages against the individual Defendants, declaratory relief, injunctive relief, removal and correction of unlawful fingerprint and biometric records where legally permitted, costs, and all other relief this Court deems just and proper.

401. Plaintiff requests injunctive relief prohibiting Defendants from using trespass threats, property-removal enforcement, criminal charges, fingerprinting, biometric processing, record misclassification, or prosecution-related conduct to punish Plaintiff for protected speech, criticism, public comment, local activism, or viewpoint at or outside public meetings.

402. Plaintiff requests an order requiring Defendants, where legally permitted, to correct, withdraw, destroy, expunge, remove, or accurately amend any false or misleading record connected to the trespass charge, fingerprinting, biometric processing, criminal-history reporting, or any “invasion of privacy” designation.

403. Plaintiff requests an order requiring Defendants, where legally permitted, to correct, withdraw, destroy, expunge, or request removal of any fingerprints, biometric data, arrest records, criminal-history entries, court records, police records, prosecution records, or related records created or maintained as a result of unlawful or unconstitutional enforcement.

404. Plaintiff requests all other relief this Court deems just and proper.

JURY DEMAND

405. Plaintiff demands a trial by jury on all issues so triable.

VERIFICATION

406. I, Hassan Aoun, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that I have read this First Amended Verified Complaint and that the factual allegations stated herein are true and correct to the best of my knowledge, information, and belief.

Executed on: May 6, 2026

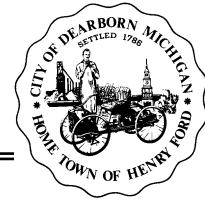
Respectfully submitted,

/s/Hassan Aoun
Plaintiff, In Pro SE

CITY CLERK, DEARBORN MI
2026 MAY 7 PM 1:36

*Received by Tony T. Cherry
at Counter*

OFFICE OF THE 35TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk

From: City Council

Date: May 22, 2026

Subject: Council Acknowledgment- Dearborn High School Film Students & Film Teacher Adam Rausher

The 35th City Council wishes to recognize a group of Dearborn High School students won seven film awards from the National Academy of Television and Arts and Sciences. After securing 23 nominations, the Academy presented these 2026 Regional Student Production Awards for various film nominations and productions. The Dearborn High film teacher is Adam Rausher. 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

REQUEST: Contract Renewal for the Printing, Mailing, and Partial Translation of the City of Dearborn Calendar

DEPARTMENT: Communications Department, in conjunction with the Purchasing Division

BRIEF DESCRIPTION: The City is currently in its final year of a five-year contract with University Lithograph, LLC for the design, production, and printing of the City of Dearborn calendars, and this request would extend the current contract for 3 years.

PRIOR COUNCIL ACTION: CR 3-157-26 approved \$49,586 to University Lithograph, LLC for 40,000 copies printed and 36,000 copies mailed for the 2026 calendar.

BACKGROUND: University Lithograph successfully executed the significant expansion of the calendar project, increasing the distribution from approximately 6,000 copies to a mass mailing of over 36,000 copies to every Dearborn household. The project also introduced complexity by requiring the calendar to be produced bilingually in both English and Arabic. This successful execution demonstrated their ability to manage a logistically complex and high-volume project. University Lithograph has served as the calendar vendor for the entire five-year contract, ensuring continuity in the annual production process. Beyond the calendar, University Lithograph is a trusted printing partner, having been selected to handle the designing, printing, and mailing of the City's magazine. They also routinely handle the printing and associated postage fees for the Council newsletter. Approving this renewal allows the Communications Department to maintain the expanded service level without interruption.

FISCAL IMPACT: \$50,000 for FY 27, pending the 2027 budget approval.

COMMUNITY IMPACT: By producing and mailing a copy of the City of Dearborn Calendar to every Dearborn household, the City ensures that residents have critical information about City services and opportunities to engage with their community right at their fingertips.

IMPLEMENTATION TIMELINE: University Lithograph, LLC prints and ships calendars to residents annually in December.

COMPLIANCE/PERFORMANCE METRICS: The Communications Department will continue to manage this project.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: 34th Dearborn City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Contract Renewal for the Printing, Mailing, and Partial Translation of the City of Dearborn Calendar

DATE: May 5th, 2026

Budget Information

Adopted Budget: \$214,200 for FY 27, pending budget approval
 Amended Budget: \$214,200 for FY 27, pending budget approval
 Requested Amount: \$50,000 for FY 27, pending budget approval
 Funding Source: General Fund, Communications - Administrative Division, Research & Information / Printing & Binding

Summary of Request

The City is currently in its final year of a five-year contract with University Lithograph, LLC for the design, production, and printing of the City of Dearborn calendars, and this request would extend the current contract for 3 years, encompassing calendars for 2027, 2028 and 2029.

It is respectfully requested that Council authorize the extension with immediate effect in order to begin preparations for the 2027 calendar. The resulting purchase order will not be binding until executed.

Background and Justification

University Lithograph successfully executed the significant expansion of the calendar project, increasing the distribution from approximately 6,000 copies to a mass mailing of over 36,000 copies to every Dearborn household. The project also introduced complexity by requiring the calendar to be produced bilingually in both English and Arabic. This successful execution demonstrated their ability to manage a logistically complex and high-volume project. University Lithograph has served as the calendar vendor for the entire five-year contract, ensuring continuity in the annual production process. Beyond the calendar, University Lithograph is a trusted printing partner, having been selected to handle the designing, printing, and mailing of the City's magazine. They also routinely handle the printing and associated postage fees for the Council newsletter. Approving this renewal allows the Communications Department to maintain the expanded service level without interruption.

Signed By:

7D2E1C2C4D89410...
Jason Pich, Buyer, Purchasing Division

Signed By: Approval:

CDFCD11F3E134D8...
Mariam Jalloul, Director of Strategy

Signed By: Approval:

F77919D1421447F...
Michael Kennedy, Chief Financial Officer

Initial
MM

Signed By: Approval:

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Carter Fisher, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of Contract for an LED Screen and Multi-Camera Crew

DEPARTMENT: Community Relations, in conjunction with Purchasing

BRIEF DESCRIPTION: Community Relations, in conjunction with Purchasing, recommends the award of a contract for an LED screen and multi-cam operating crew to operate at the Dearborn Homecoming Festival Sunset Stage to Mercury Sound & Lighting

PRIOR COUNCIL ACTION: None

BACKGROUND: The procurement of the LED screen and three-camera crew for the Sunset Stage at Dearborn Homecoming Festival 2026 is a new initiative designed to significantly enhance the festival experience for all attendees. The primary benefit is providing additional visibility of the stage to attendees, particularly those seated further away on the hill. This service elevates the overall production quality of the festival. By integrating a large LED screen and employing a multi-camera operating crew, the event gains a higher level of professionalism. The approved three-camera package ensures dynamic and comprehensive coverage of the stage, utilizing dedicated operators for a tight shot, a wide shot, and roaming/stage coverage, along with live switching.

FISCAL IMPACT: \$40,000 for 2026 which includes the LED Screen and three camera crew.

COMMUNITY IMPACT: This greatly improves accessibility by ensuring all patrons can clearly view the performances, regardless of their viewing location.

IMPLEMENTATION TIMELINE: This enhanced level of coverage will be provided throughout the entire three-day festival, from Friday, August 7, 2026, through Sunday, August 9, 2026

COMPLIANCE/PERFORMANCE METRICS: The Community Relations Department will oversee this contracted service.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for an LED Screen and Multi-Camera Crew
DATE: May 4th, 2026

Budget Information

Project: Z77644 - Homecoming (2026)
 Total Approved Project Budget: \$72,257.00
 Available Project Budget: \$72,257.00
 Requested Amount: \$40,000.00
 Funding Source: Designated Purposes Fund - Community Relations – Contractual Services / Program Services
 Supplement Budget: NA

Summary of Request

Community Relations, in conjunction with Purchasing, recommends the award of a contract for an LED screen and multi-cam operating crew to operate at the 2026 Dearborn Homecoming Festival Sunset Stage to Mercury Sound & Lighting for \$40,000.00. The contract will be for one year, with four one-year renewals available.

It is respectfully requested that Council authorize the contract and renewals. The resulting contract shall not be binding until fully executed. Immediate effect is requested.

Background and Justification

The procurement of the LED screen and three-camera crew for the Sunset Stage at Dearborn Homecoming Festival 2026 is a new initiative designed to significantly enhance the festival experience for all attendees. The primary benefit is providing additional visibility of the stage to attendees, particularly those seated further away on the hill. This service elevates the overall production quality of the festival. By integrating a large LED screen and employing a multi-camera operating crew, the event gains a higher level of professionalism. The approved three-camera package ensures dynamic and comprehensive coverage of the stage, utilizing dedicated operators for a tight shot, a wide shot, and roaming/stage coverage, along with live switching.

Procurement Process

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid
 Issue Date: 03/24/2026
 Deadline Date: 04/09/2026
 Vendors Solicited: 696
 Solicitations Obtained: 43
 Bids Received: 4



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Vendor	Bid Price
Red Letter	\$28,000.00
Mercury Sound & Lighting	\$43,595.60
EMBR Productions	\$44,119.00
Goodboy Multimedia	\$92,000.00

Soon after the bid closed, Red Letter informed us that they did not have availability to carry out the scope of work. Mercury Sound & Lighting and was found to be the most responsible and responsive bidder, and has provided excellent service to the City in the past. Additionally, they agreed to adjust their price, and meet the \$40,000.00 that we had budgeted for this service.

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

Signature Page

Prepared By:

Signed by:

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Jason Pich, Buyer, Purchasing Division

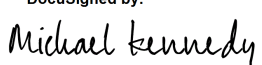
Department Approval:


DocuSigned by:

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Alia Phillips, Community Relations Director

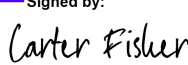
Budget Approval:

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Initial


Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

Signed by:

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Carter Fisher, Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect requested

REQUEST: Requesting to amend Executive & Administrative Salary Plan to include new classification of Deputy Director of Recreation in Grade 312

DEPARTMENT: Human Resources

BRIEF DESCRIPTION: The Parks and Recreation Department requests to modernize its organizational structure by re-establishing the Deputy Director position through the consolidation of the two existing Assistant Director roles.

Our observation over the last four years is that the Director and Deputy Director structure is best suited for current operations. This model ensures better alignment on vision, improved efficiencies, and more effective decision-making.

PRIOR COUNCIL ACTION: None

BACKGROUND:

Prior to 2019, the department was successfully led by a Deputy Director model. This long-standing structure was dismantled following the deputy director's retirement in 2019, at which point the department transitioned to the current dual-Assistant Director format.

Moving back to a Deputy model is a necessary course correction that replaces fragmented support with unified leadership. By restoring this position, we provide the department with the high-level continuity and decision-making authority

FISCAL IMPACT:

Step 1 for the Deputy Director position in Grade 312 of Executive & Administrative will be \$104,826 (compared to \$95,081 for the Assistant Director position in grade 310). Given the current steps of the active employees in the Assistant Director positions, the conversion of the 2 Assistant Directors to 1 Deputy Director will net a savings of approximately \$98,325 which is included in the adopted budget for FY2027.

COMMUNITY IMPACT:

The Parks & Recreation Department will continue to respond to all resident needs and provide a high-level of customer service. Implementing software such as Paycom and BS&A will help the department become even more efficient.



DEARBORN
HUMAN RESOURCES

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE: Immediate Effect is Requested.

COMPLIANCE/PERFORMANCE METRICS: The Director of Recreation will be responsible for supervising the Deputy Director of Recreation



DEARBORN
HUMAN RESOURCES

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Human Resources

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Requesting to amend Executive & Administrative Salary Plan to include new classification of Deputy Director of Recreation in Grade 312

DATE: May 22, 2026

Summary of Request

The Human Resources department on behalf of the Recreation and Parks department is requesting City Council's concurrence and approval in amending the existing Executive & Administrative Salary Plan to incorporate the classification Deputy Director of Recreation and placement in grade 312.

Background and Justification


The previous Parks & Recreation Director decided to have two Assistant Directors after Eric Peterson's retirement in 2019. Dan Plamondon was hired to replace Eric Peterson (Deputy Director who retired in Nov 2019), but was hired as an Assistant Director. Erica Lyght remained an Assistant Director after Mr. Peterson's retirement. The format of two Assistant Directors began on October 28, 2019. Erica Lyght was promoted to Assistant Director in March 2016.

The Parks and Recreation Department requests to update its organizational structure by adding a Deputy Director position and eliminating the two existing Assistant Director positions.

Our observation over the last four years is that the Director and Deputy Director structure is best suited for current operations. This model ensures better alignment on vision, improved efficiencies, and more effective decision-making.

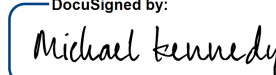
Step 1 for the Deputy Director position in Grade 312 of Executive & Administrative will be \$104,826 (compared to \$95,081 for the Assistant Director position in grade 310). Given the current steps of the active employees in the Assistant Director positions, the conversion of the 2 Assistant Directors to 1 Deputy Director will net a savings of approximately \$98,325 which is included in the adopted budget for FY2027.

Department Approval:

DocuSigned by:

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Danielle Chaney, Human Resources Administrator

Budget Approval:

DocuSigned by:

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Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

Signed by:

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Carter Fisher, Corporation Counsel



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval to revise the Offer to Purchase and C.R. 10-548-24 by removing the condition that Purchaser waives the right to seek any variances for the property at 22190 Michigan.

Immediate effect requested.

DEPARTMENT: Law, on behalf of Economic Development.

BRIEF DESCRIPTION: Approval is requested to remove from the Offer to Purchase and C.R. 10-548-24 the condition that Purchaser waives the right to seek any variances for the property at 22190 Michigan. This will enable the Purchaser, Khalil Dabaja, to commence construction by the August 19, 2019 deadline.

PRIOR COUNCIL ACTION: C.R. 10-548-24 approved the sale of the vacant lot at 22190 Michigan Avenue (70' x 116') to Khalil Dabaja for Four Hundred Thousand Dollars (\$400,000.00). C.R. 2-76-26 approved Khalil Dabaja's request for a six-month extension of time to commence construction on the property at 22190 Michigan, resulting in a new construction deadline of August 19, 2026.

BACKGROUND: C.R. 10-548-24 approved the sale of the vacant lot at 22190 Michigan Avenue (70' x 116') to Khalil Dabaja for Four Hundred Thousand Dollars (\$400,000.00). Khalil Dabaja wishes to construct a four-story CommonWealth Business District development on the vacant lot. The development would include a library/lounge, auditorium, office space, wellness center, and rooftop terrace. The Offer to Purchase and C.R. 10-548-24 included a provision that the Purchaser waives the right to seek any variances. In the process of reviewing Mr. Dabaja's plans for this property, it was found that Mr. Dabaja would need at least one (1) variance. To enable his project to commence construction by the August 19, 2026 deadline, Mr. Dabaja is requesting approval to remove the condition that he waives the right to seek any variances for the property at 22190 Michigan.

Review of project plans by the Economic Development Department is nearly completed. There is strong confidence in the feasibility of the project but minimal dimensional variances will be needed in order to enable the project to proceed. The project is in position to appear before the Zoning Board of Appeals in July (if the amendment to the purchase agreement is approved) and finalize permitting and contractor mobilization in time to commence construction by August 19. The Economic Development Department respectfully recommends approval of the amendment.

FISCAL IMPACT: N/A

COMMUNITY IMPACT: Delivery of the proposed CommonWealth development will add to the revitalization of the area, bringing vacant land to productive reuse with additional office workers and retail customers into our West Downtown.

IMPLEMENTATION TIMELINE:

Following approvals by City Council, the project will go before the ZBA in July and complete permitting and contractor mobilization, with construction commencing by August 19, 2026.

COMPLIANCE/PERFORMANCE METRICS: Economic Development Department and Law Department will monitor compliance.



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Corporation Counsel, on Behalf of Economic Development Department
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approval to remove the no variances condition for the property at 22190 Michigan Avenue
DATE: May 21, 2026

Summary of Request

Khalil Dabaja submitted the highest scoring proposal in response to the City's Request for Proposals for the redevelopment of 22190 Michigan Avenue. His proposal detailed his intended construction of a four-story Commonwealth development on the vacant lot. The development would include a library/lounge, auditorium, office space, wellness center, and rooftop terrace.

C.R. 10-548-24 (copy attached) approved the sale of the vacant lot at 22190 Michigan Avenue (70' x 116') to Khalil Dabaja for Four Hundred Thousand Dollars (\$400,000.00). C.R. 2-76-26 (copy attached) approved Khalil Dabaja's request for a six-month extension of time to commence construction on the property at 22190 Michigan, resulting in a new construction deadline of August 19, 2026.

The Offer to Purchase (copy attached) and C.R. 10-548-24 included a provision stating that the Purchaser waives the right to seek any variances. In the process of reviewing Mr. Dabaja's plans for this property, it was found that Mr. Dabaja would need at least one (1) variance. To enable his project to commence construction by the August 19, 2026 deadline, Mr. Dabaja is requesting approval to remove the condition that he waives the right to seek any variances for the property at 22190 Michigan (see attached).

Review of project plans by the Economic Development Department is nearly completed. There is strong confidence in the feasibility of the project but minimal dimensional variances will be needed in order to enable the project to proceed. The project is in position to appear before the Zoning Board of Appeals in July (if the amendment to the purchase agreement is approved) and finalize permitting and contractor mobilization in time to commence construction by August 19, 2026.

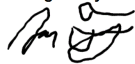
All other terms and conditions contained in the original Offer to Purchase, C.R. 10-548-24, and C.R. 2-76-26 shall remain in full force and effect.

A resolution requesting immediate effect is attached.

Respectfully submitted,

Signed by:


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JAMES CARTER FISHER
Corporation Counsel

Signed by:


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JORDAN TWARDY
Director of Economic Development



LAW

EXECUTIVE SUMMARY AND MEMORANDUM

RESOLUTION

WHEREAS: Khalil Dabaja submitted the highest scoring proposal in response to the City's Request for Proposals for the redevelopment of 22190 Michigan Avenue. His proposal detailed his intended construction of a four-story CommonWealth development on the vacant lot. The development would include a library/lounge, auditorium, office space, wellness center, and rooftop terrace, and

WHEREAS: C.R. 10-548-24 approved the sale of the vacant lot at 22190 Michigan Avenue (70' x 116') to Khalil Dabaja for Four Hundred Thousand Dollars (\$400,000.00), and

WHEREAS: C.R. 2-76-26 approved Khalil Dabaja's request for a six-month extension of time to commence construction on the property at 22190 Michigan, resulting in a new construction deadline of August 19, 2026, and

WHEREAS: The Offer to Purchase and C.R. 10-548-24 included a provision waiving Purchaser's right to seek any variances, and

WHEREAS: In the process of reviewing Mr. Dabaja's plans for this property, it was found that Mr. Dabaja would need at least one (1) variance, and

WHEREAS: To enable Mr. Dabaja's project to commence construction by the August 19, 2026 deadline, Mr. Dabaja is requesting approval to remove the condition that he waives the right to seek any variances for the property at 22190 Michigan, and

WHEREAS: Review of project plans by the Economic Development Department is nearly completed. There is strong confidence in the feasibility of the project but minimal dimensional variances will be needed in order to enable the project to proceed, and

WHEREAS: The project is in position to appear before the Zoning Board of Appeals in July (if the amendment to the purchase agreement is approved) and finalize permitting and contractor mobilization in time to commence construction by August 19, 2026, and

WHEREAS: It is recommended that City Council approve Khalil Dabaja's request to remove the condition that he waives the right to seek any variances for the property at 22190 Michigan; therefore be it

RESOLVED: That City Council hereby approves Khalil Dabaja's request to remove the condition that he waives the right to seek any variances for the property at 22190 Michigan; be it further

RESOLVED: That City Council hereby approves the revision of the Offer to Purchase dated December 27, 2024 and C.R. 10-548-24 by removing the condition that Purchaser waives the right to seek any variances; be it further

RESOLVED: That all other terms and conditions contained in the original Offer to Purchase, C.R. 10-548-24, and C.R. 2-76-26 shall remain in full force and effect; be it further

RESOLVED: That this Resolution is given immediate effect.

By Abraham supported by Alsawafy.

10-548-24. WHEREAS: The Economic Development Department, based on feedback from the community, has been working to increase the variety of business and entertainment amenities in our business districts, and

WHEREAS: The City-owned lot at Michigan and Howard in the heart of our West Downtown District presented a unique opportunity to catalyze this type of investment, and the department sought to achieve this by posting two competitive RFP's (Request for Proposals) inviting bidders to propose redevelopment concepts for this City-owned lot, and

WHEREAS: Through this competitive process, the City's RFP team evaluated proposals based on a variety of factors to ensure that (1) the City received appropriate, market-based compensation for the sale of the lot; (2) proposed concepts were compatible with zoning requirements and the community vision for the area; and (3) there are adequate performance measures and timelines to ensure payment to the City and performance on the redevelopment, and

WHEREAS: The Evaluation Team, on behalf of the Economic Development Department, recommends that the City be authorized to sell to Khalil Dabaja for the sum of Four Hundred Thousand Dollars (\$400,000.00) the vacant lot located at 22190 Michigan Avenue, and more particularly described as follows, for construction of the Commonwealth Business District development:

W 70 FT OF S 116 FT OF LOT 9, DETROIT ARSENAL GROUNDS, CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN. AS RECORDED IN UBER 43, PAGE 93 OF PLATS, WAYNE COUNTY RECORDS.

Tax ID No: 82-09-221-08-004

Commonly Known As: 22190 Michigan Avenue Lot Size: 70' x 116', and

WHEREAS: The sale shall be subject to the following conditions:

1. The Property is being sold to Purchaser for the express purpose of construction of the Commonwealth Business District development outlined in Purchaser's Response to the City's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A. Sale of the Property is contingent upon commencement of construction of the

Commonwealth Business District development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn.

2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement foundation has begun.
3. Upon a showing of good cause, Dearborn City Council may grant one (1) extension of the construction commencement deadline of up to six (6) months. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing.
4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
5. Purchaser shall complete construction before building permits expire.

6. The building shall not be occupied until a Certificate of Occupancy has been approved.
7. The constructed project must match the concept outlined in the Commonwealth Business District Proposal that was submitted by Purchaser in response to the City's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A. Any deviations must be approved by the City's Director of Economic Development in writing.
8. Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.
9. Property is being sold "AS IS" and "WHERE IS." Moreover, Purchaser acknowledges that some of the foundations and basement floors remain in place underground following the demolition of the former buildings on the site. Purchaser further acknowledges that downtown redevelopment may require leaving parts of the foundations along the road edges and adjacent to adjoining buildings intact to assure existing infrastructure is not undermined, and that new foundations will need to take these conditions into account.
10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Commonwealth Business District development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City. In such case, the City shall have the right to repurchase the Property for the original sale price, less 10%, less any costs required to complete the development project, and less all costs associated with the transfer back to the City.
11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance and waives the right to seek any variances.
12. Purchaser must submit Performance and Payment Bonds prior to the closing date.

13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing.
14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
16. Sale is subject to Dearborn City Council approval and shall not be binding until fully executed, and

WHEREAS: Khalil Dabaja shall close upon the sale within ninety (90) days following Council approval of the sale at the Dearborn Administrative Center. One extension of time in which to close for no greater than thirty (30) days may be approved. Purchaser must submit a request in writing to the City of Dearborn Law Department at least thirty (30) days prior to the closing deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the request for an extension, Purchaser may present the request to City Council for reconsideration; and

WHEREAS: The sale of the property for the construction of the new development will serve a public purpose by adding to the revitalization of the area and by adding the property to the tax roll to generate revenue for the City, and

WHEREAS: Therefore, it is recommended that the City be authorized to sell to Khalil Dabaja for the sum of Four Hundred Thousand Dollars (\$400,000.00) the vacant lot located at 22190 Michigan Avenue, which will be used to construct the Commonwealth Business District development in accordance with the conditions set forth above; and

WHEREAS: It is further recommended that Corporation Counsel, or his designee, be authorized to execute the Purchase Agreement in furtherance of this sale and that, upon receipt of the executed Purchase Agreement, the Mayor be authorized to execute a deed conveying the lot to Khalil Dabaja upon approval of form by Corporation Counsel or his designee; therefore, be it

RESOLVED: That the City of Dearborn be and is hereby authorized to sell to Khalil Dabaja for the sum of Four Hundred Thousand Dollars (\$400,000.00) the vacant lot located at 22190 Michigan Avenue, and more particularly described as follows, for construction of the Commonwealth Business District development:

W 70 FT OF S 116 FT OF LOT 9, DETROIT ARSENAL GROUNDS, CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN, AS RECORDED IN UBER 43, PAGE 93 OF PLATS, WAYNE COUNTY RECORDS.

Tax ID No: 82-09-221-08-004
Commonly Known As: 22190 Michigan Avenue Lot Size: 70' x 116'
for the sum of \$400,000; be it further

RESOLVED: That the sale shall be subject to the following conditions:

1. The Property is being sold to Purchaser for the express purpose of construction of the Commonwealth Business District development outlined in Purchaser's Response to the City's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A. Sale of the Property is contingent upon commencement of construction of the Commonwealth Business District development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn.
2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement foundation has begun.

3. Upon a showing of good cause, Dearborn City Council may grant one (1) extension of the construction commencement deadline of up to six (6) months. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing.
4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
5. Purchaser shall complete construction before building permits expire.
6. The building shall not be occupied until a Certificate of Occupancy has been approved.
7. The constructed project must match the concept outlined in the Commonwealth Business District Proposal that was submitted by Purchaser in response to the City's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A. Any deviations must be approved by the City's Director of Economic Development in writing.
8. Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.

9. Property is being sold "AS IS" and "WHERE IS." Moreover, Purchaser acknowledges that some of the foundations and basement floors remain in place underground following the demolition of the former buildings on the site. Purchaser further acknowledges that downtown redevelopment may require leaving parts of the foundations along the road edges and adjacent to adjoining buildings intact to assure existing infrastructure is not undermined, and that new foundations will need to take these conditions into account.
10. The Property sale shall occur via covenant deed. The deed will contain a restriction that requires commencement of construction of the Commonwealth Business District development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City. In such case, the City shall have the right to repurchase the Property for the original sale price, less 10%, less any costs required to complete the development project, and less all costs associated with the transfer back to the City.
11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance and waives the right to seek any variances.
12. Purchaser must submit Performance and Payment Bonds prior to the closing date.
13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department and commence construction within one year of closing.
14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.

15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
16. Sale is subject to Dearborn City Council approval and shall not be binding until fully executed; be it further

RESOLVED: That Khalil Dabaja shall close upon the sale within ninety (90) days following Council approval of the sale at the Dearborn Administrative Center. One extension of time in which to close for no greater than thirty (30) days may be approved. Purchaser must submit a request in writing to the City of Dearborn Law Department at least thirty (30) days prior to the closing deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the request for an extension, Purchaser may present the request to City Council for reconsideration; be it further

RESOLVED: That the sale of the property for the construction of the new development will serve a public purpose by adding to the revitalization of the area and by adding the property to the tax roll to generate revenue for the City; be it further

RESOLVED: That the Mayor and Corporation Counsel, or his designee, be and are hereby authorized to execute documents necessary to effectuate the sale; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted upon a roll call vote as follows: Yeas: Abraham, Alsawafy, Enos, Hammoud, Herrick, and Sareini (6), Nays: Paris (1); Absent: None (0).

By O'Reilly supported by Hammoud.

2-76-26. WHEREAS: The City, via C.R. 10-548-24 and following a competitive process, sold 22190 Michigan Avenue to Khalil Dabaja in October 2024 based on his proposal to redevelop the parcel into a multi-story commercial project, and

WHEREAS: The provisions of the purchase agreement for that sale included various conditions, one of which was a deadline to commence construction within one-year of closing, and

WHEREAS: The purchase agreement included provisions for a 6-month extension that could be considered and granted by City Council following a written request from the purchaser no later than forty-five (45) days before the construction commencement deadline and that deadline, February 19, 2026, is fast-approaching, and

WHEREAS: While the project is making significant progress, the purchaser, on December 13, 2025, submitted a written request for six-month extension of time to commence construction of the Commonwealth Business District development located at 22190 Michigan Ave., and

WHEREAS: The purchaser made substantial progress through good faith efforts to complete a world-class design for the property and after a formal review of their plans, and productive discussion around necessary revisions and comments, both the purchaser and the Economic Development Department are confident that the project is on the right track and conclude successfully, and

WHEREAS: The purchaser took additional time to work through complex items that helped the project both comply with City requirements, such as stormwater, and opportunities to provide enhanced commercial spaces for our downtown. Barring any unforeseen barrier or circumstance beyond the control of the purchaser or the City, the Department and the Purchaser are further confident that the new deadline, if granted, of August 19, 2026 will be enough time for plan and permit approval to be completed so that construction can commence; therefore be it

RESOLVED: That the request of Khalil Dabaja, for a six-month extension of time to commence construction of the Commonwealth Business District development located at 22190 Michigan Ave., be and is hereby approved, resulting in a new construction deadline of August 19, 2026, subject to certain stipulations; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Paris supported by Alsawafy.

2-77-26. RESOLVED: That receipt of a donation in the amount of \$9,487.60 from the Floyd L. and Mary Dietrich Haight Charitable Trust to the Dearborn Historical Museum is hereby acknowledged and accepted; be it further

RESOLVED: That City Council hereby extends its appreciation to the donor for the aforementioned gift; be it further

RESOLVED: That the Finance Director be and is hereby authorized to recognize the donation in the amount of \$9,487.60 in the Donations from Private Sources account No. 271-5000-365.90-00, and appropriate the donation in the same amount toward archival expenditures in the Wages, Part-Time, Seasonal account No. 271-5000-711.10-20; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

OFFER TO PURCHASE REAL ESTATE

Date: DECEMBER 27, 2024

THE UNDERSIGNED PURCHASER, KHALIL DABAJA, 15020 Michigan Avenue, Dearborn, Michigan 48126, hereby offers and agrees to purchase from SELLER, CITY OF DEARBORN, 16901 Michigan Avenue, Dearborn, Michigan 48126, the following land situated in the City of Dearborn, County of Wayne, State of Michigan, described as:

W 70 FT OF S 116 FT OF LOT 9, DETROIT ARSENAL GROUNDS, CITY OF DEARBORN, WAYNE COUNTY, MICHIGAN, AS RECORDED IN LIBER 43, PAGE 93 OF PLATS, WAYNE COUNTY RECORDS.

Tax ID No: 82-09-221-08-004
Commonly Known As: 22190 Michigan Avenue
Lot Size: 70' by 116'

(hereinafter the "Property"), being known as a VACANT lot, subject to the existing building and use restrictions, subject to a deed restriction which requires commencement of construction of the Commonwealth Business District development, as outlined in Purchaser's Response to Seller's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A, within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing, and subject to easements and zoning ordinances, if any, and to pay therefore, the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00). An Earnest Money Deposit (hereinafter "EMD") of Forty Thousand Dollars (\$40,000.00) must be submitted along with the signed Purchase Agreement.

THE SALE IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Property is being sold to Purchaser for the express purpose of construction of the Commonwealth Business District development outlined in Purchaser's Response to the City's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A ("Proposal"). Sale of the Property is contingent upon commencement of construction of the Commonwealth Business District development ("Development") within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing. Failure to comply with either of these conditions within the designated time frames will result in the Property automatically reverting to the City of Dearborn pursuant to the Default terms set forth herein.
2. Construction shall be deemed "commenced" when:
 - a. The plans have been approved by the Economic Development Department; and
 - b. Building permits have been issued; and
 - c. Excavation of the basement/foundation has begun.
3. Upon a showing of Good Cause, Dearborn City Council may grant one

KD

Initials

- (1) extension of the construction commencement deadline of up to six (6) months. The determination as to whether "Good Cause" exists shall include, but not be limited to, consideration of whether there is a reasonable basis for the request and whether Purchaser is actively working towards completing the Development. An extension request must be submitted in writing to the City of Dearborn Law Department no later than forty-five (45) days before the construction commencement deadline. A processing fee of Five Hundred Dollars (\$500.00) must accompany the request, along with documentation to support the request. If Dearborn City Council grants the extension request, the timeline for completion of construction shall also be extended accordingly, such that completion of construction shall occur within two years and six months of closing.
4. Purchaser must submit initial plans for the construction of the development to the City of Dearborn Economic Development Department within nine (9) months from the date of closing. One extension of time in which to submit initial plans for no greater than ninety (90) days may be approved upon a showing of Good Cause. The extension request must be submitted in writing to the City of Dearborn Law Department at least thirty (30) days prior to the plan submittal deadline, explaining the reason for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the extension request, Purchaser may submit the extension request to City Council for reconsideration.
 5. Purchaser shall complete construction before building permits expire.
 6. The building shall not be occupied until a Certificate of Occupancy has been approved.
 7. The constructed project must reasonably match the concept outlined in the Commonwealth Business District Proposal that was submitted by Purchaser in response to the City's Request for Proposals for Redevelopment of 22190 Michigan Avenue, Control No. 152251A. Any significant deviations must be approved by the City's Director of Economic Development in writing.
 8. Purchaser acknowledges that the Property is located in a Special Assessment District. Upon closing on the Property, Purchaser shall be responsible for any and all taxes and/or other assessments associated therewith.
 9. Property is being sold "AS IS" and "WHERE IS." Moreover, Purchaser acknowledges that some of the foundations and basement floors remain in place underground following the demolition of the former buildings on the site. Purchaser further acknowledges that downtown redevelopment may require leaving parts of the foundations along the road edges and adjacent to adjoining buildings intact to assure existing infrastructure is not undermined, and that new foundations will need to take these conditions into account.
 10. The Property sale shall occur via covenant deed. The deed will contain

a restriction that requires commencement of construction of the Commonwealth Business District development within one (1) year of closing, and completion of construction and acquisition of a Certificate of Occupancy for the development within two (2) years of closing. Purchaser's failure to comply with this restriction will result in the Property automatically reverting back to the City. In such case, the City shall have the right to repurchase the Property for the original sale price, less 10%, less any costs required to complete the development project, and less all costs associated with the transfer back to the City.

11. Purchaser shall comply with all requirements of the Dearborn Zoning Ordinance and waives the right to seek any variances.
12. Purchaser must submit a Performance Bond within ninety (90) days after closing. Construction shall not commence until the required bond is submitted and approved by the City.
13. Purchaser shall perform all necessary title and survey work, site preparation, and any other tasks required by law to facilitate the development of the project, and to obtain an approved site plan from the Economic Development Department to commence construction within the time frame stated herein.
14. Purchaser shall, at its sole expense, for the entire duration of construction, maintain and secure its construction site in accordance with local ordinance, construction site standards, and any additional provisions deemed necessary by the Director of Economic Development.
15. Purchaser must construct the project in accordance with all applicable local, state, and federal regulations and building codes.
16. Sale is subject to Dearborn City Council approval.

GENERAL CONDITIONS:

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

b. **Title.** As evidence of title, Seller agrees to provide Purchaser, within thirty (30) days after the date of acceptance of this Offer, a Title Insurance Commitment, issued in an amount not less than the purchase price, bearing date later than the acceptance of this Offer, and guaranteeing the title in the condition required for performance of this Offer.

If objection to the title is made, based upon a written opinion of the Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date Seller is notified in writing of the particular defects claimed to either (a) remedy the title defects; or (b) obtain title insurance specifically insuring against the defects in question; or (c) refund the EMD in full termination of this Agreement if Seller is unable to remedy the defects.

If the Seller remedies the claimed defects or obtains the appropriate commitment for title insurance within the time specified, Purchaser shall proceed with closing and complete the sale. If there are no title defects, or such defects are remedied, and Purchaser fails to close within ninety (90) days following Council approval of this Property sale, the EMD shall be forfeited to Seller and retained as liquidated damages.

In the event Seller is unable to remedy the defect of title, Purchaser may accept the title "as is" or may cancel the Agreement in which case the EMD shall be refunded. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the EMD shall be refunded forthwith in full termination of this Agreement.

c. **Assignment.** Purchaser shall not sell or assign his interest in the Property until after closing. After closing and until completion of the project, Purchaser may transfer or assign his interest in the property only if the transfer is to another entity for which he has a demonstrated legal interest.

d. **Default.** This sale is subject to a recorded right to repurchase in favor of the City of Dearborn. If Purchaser fails to comply with the terms and conditions contained in this Agreement, the City may, in its sole discretion, repurchase the property for the original sale price, less 10%, less any costs required to complete the development project, and less costs associated with the transfer back to the City of Dearborn. All fixtures and improvements to the Property shall become the property of the City.

At closing, Purchaser agrees to sign a Covenant Deed which will be held in escrow by the title company for a two-year period from the date of closing. If the Purchaser completes construction in accordance with the terms contained herein, the title company shall be directed to destroy the Covenant Deed at the end of the two-year period. If the Purchaser has not complied with the terms contained herein, and has not obtained an extension, the title company shall record the Covenant Deed at the Wayne County Register of Deeds at the end of the two-year period and the Purchaser will be refunded the purchase price, less 10%, less costs to complete the development project, and less any costs associated with the transfer of the property back to the City of Dearborn.

e. **Closing.** Purchaser shall close within ninety (90) days following Council approval of this sale at the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, MI 48126. Upon consummation of the sale, the EMD shall be applied to the purchase price. In the event Purchaser fails to close within ninety (90) days, the sale shall be declared null and void and all deposits and the EMD shall be forfeited.

One extension of time in which to close for no greater than thirty (30) days may be approved. Purchaser must submit a request in writing to the City of Dearborn Law Department at least thirty (30) days prior to the closing deadline, setting forth Good Cause for the extension request. A processing fee of Two Hundred Fifty Dollars (\$250.00) must accompany the request, along with documentation to support the request. If the Law Department denies the request for an extension, Purchaser may present the request to City Council for reconsideration.

f. **Condition of Premises.** By signing this Agreement, Purchaser acknowledges that Purchaser has examined the Property, is satisfied with the physical condition, and is purchasing the Property in an "AS IS" condition. Purchaser acknowledges that Seller makes no warranties as to the Property being purchased or the condition thereof. Purchaser shall assume all responsibility for soil testing and soil conditions.

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

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

- i). Seller shall pay for the costs associated with title insurance policy, State and County transfer taxes, and Seller's closing fees owed to the Title Company.
- ii). Purchaser shall pay for the costs associated with the survey, document recording fees, inspection and compliance fees, and Purchaser's closing fees owed to the Title Company.

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

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

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

k. **Entire Agreement.** Seller and Purchaser acknowledge that they have read the entire contents hereof and are familiar with the provisions contained herein.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements between the parties with respect to the subject matter hereof, whether written or oral, are merged herein and shall be of no force and effect. This Agreement may only be changed, modified, or discharged by an agreement in writing signed by the party against whom enforcement thereof is sought.

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

If to Purchaser: KHALIL DABAJA
15020 Michigan Avenue
Dearborn, MI 48126
Telephone: (313) 300-4525
E-mail: K.DABAJA@THECWEALTH.COM

If to Seller: CITY OF DEARBORN
Economic and Community Development
Attention: Director
16901 Michigan Avenue, Ste. 15
Dearborn, MI 48126
Telephone: (313) 943-2180
Facsimile: (313) 943-2776
E-mail: jtwardy@dearborn.gov

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

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

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

o. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. By the execution of this instrument, the Purchaser acknowledges that Purchaser has examined the above-described Property, is satisfied with the physical condition of it, and acknowledges the receipt of a copy of this Offer.

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

PURCHASER:



KHALIL DABAJA
SELLER:

12/27/24

Date

City of Dearborn

DocuSigned by:
Rebecca Schultz

Initial
1-2-2025

By: Rebecca A. Schultz,
Assistant Corporation Counsel
Per Council Resolution 10-548-24

Date



Cynthia Metz <cmetz@dearborn.gov>

Re: Time Sensitive Next Steps for 22190 Michigan Ave - Commonwealth LLC Development

1 message

Khalil Dabaja <khalil@thecwealth.com>

Tue, May 12, 2026 at 8:23 PM

To: Jordan Twardy <jtwardy@dearborn.gov>

Cc: "ghassan@gavassociates.com" <ghassan@gavassociates.com>, Jiana Abdelnour <jiana@gavassociates.com>, Carter Fisher <cfisher@dearborn.gov>, "Guarnieri, Jacqueline" <jguarnieri@dearborn.gov>, Kaileigh Bianchini <kbianchini@dearborn.gov>, Massara Zwayen <mzwayen@dearborn.gov>, "Kukla, Nolan" <nkukla@dearborn.gov>, "Metz, Cynthia" <cmetz@dearborn.gov>, "Schultz, Rebecca" <rschultz@dearborn.gov>

Dear City of Dearborn,

This is a request to the City of Dearborn to amend the Offer To Purchase Real Estate for [22190 Michigan Ave](#), dated December 27, 2024 (the "Purchase Agreement"). The Purchase Agreement states the Purchaser waives the right to seek any variances. Based on preliminary comments to the site plan, certain variances may be needed. Therefore, to allow any variance request to be properly reviewed by the City of Dearborn, an amendment to the Purchase Agreement allowing variances is required. Therefore, Purchaser is seeking a City Council amendment to the Purchase Agreement.

Respectfully Submitted,

Khalil Dabaja

Commonwealth Group

290 Town Center Dr, Suite 1050

Dearborn, MI 48126

Ph (313) 749-8400

[email](#) | [phone](#) | [map](#) | [website](#)

From: Jordan Twardy <jtwardy@dearborn.gov>

Sent: Monday, May 11, 2026 12:10:56 PM

To: Khalil Dabaja <khalil@thecwealth.com>

Cc: ghassan@gavassociates.com <ghassan@gavassociates.com>; Jiana Abdelnour <jiana@gavassociates.com>; Carter Fisher <cfisher@dearborn.gov>; Guarnieri, Jacqueline <jguarnieri@dearborn.gov>; Kaileigh Bianchini <kbianchini@dearborn.gov>; Massara Zwayen <mzwayen@dearborn.gov>; Kukla, Nolan <nkukla@dearborn.gov>; Metz, Cynthia <cmetz@dearborn.gov>; Schultz, Rebecca <rschultz@dearborn.gov>

Subject: Time Sensitive Next Steps for [22190 Michigan Ave](#) - Commonwealth LLC Development

Hi Khalil:

Thanks for taking a few moments to connect with me this morning about your project at Michigan and Howard ([22190 Michigan Ave](#)). As discussed, I wanted to recap some key, time-sensitive next steps for you regarding your project in order to commence construction by August 19, 2026, which is the extended deadline that City Council approved for you earlier this year. I've attached the Purchase Agreement and associated Council Resolution to this email as a reference. I've also copied relevant staff at the City as a FYI (Dearborn team, if you have any questions or concerns please reach out to me directly vs. on this thread). I had a chance to catch up with Carter Fisher, our Corporation Counsel, about this and he is expecting this email as well.

At a high level, here are your recommended action steps, followed by a detailed summary on how to proceed. Please let me know if you have any questions about what you need to do, or if you need any assistance.

High Level Summary

1. Immediate action for June 9 Council Meeting: **By 5/15**, request in writing a Council Amendment of PA to enable you to request variances.
2. Following completion of staff review of site plan and clearance of all comments except for required variances, submit At-Risk Permits to enable review to occur while you wait to go to ZBA.
3. Once the variance list is confirmed via staff review of plans, prepare and submit a ZBA application between June 10 and June 26, for the July 23 ZBA Meeting.
4. Following approvals by Council, ZBA, and staff approvals of plans, commence construction before August 19, 2026.

If your submittals are timely and your plans meet applicable requirements, you could secure Council Approval to amend PA and allow you to seek variances on June 9; followed by ZBA Approval of any variance(s) on July 23 and Issuance of Permits on July 24. If you follow the preparation actions outlined below, this will allow you to commence construction by August 19.

Detailed Tasks and Timing

1. PRIORITY TASK - Seek Council Approval to Amend Purchase Agreement to Allow Pursuit of Variances (Action Needed from you by May 15).

As you may recall, your purchase agreement included a provision waiving your right to seek variances (this is a default of the land sale guidelines for the City). While your review is not complete, at this point in the process we can now confirm that you will need at least 1 variance. Now that we can confirm this, to enable your project to commence construction by the August deadline, you as the purchaser need to petition City Council to request that your purchase agreement be modified to remove this provision and allow you to seek variances. **Please email us in writing to formally request this modification no later than this Friday, May 15, at 10am.** Please include Jacqueline Guarneri of the Council Office, Corporation Counsel Carter Fisher, me, Massara Zwayen, and Kaileigh Bianchini on that email. The Law Department will process the item and facilitate its submittal to City Council for their consideration at their **June 9** Regular Meeting. Due to the tight timing, please prioritize this task over all other items for your project.

Note - Your site plan review is still under way. Please note that the following steps and guidance assume that your plans address all comments (except required variances) and that Council considers and approves your request. Please review this as a reference, but plan on having a brief check-in with my team following the issuance of comments to confirm status and next steps.

2. At-Risk Permitting and (If Approved by Council) Zoning Board of Appeals

My team confirmed with me today that review comments are due for your site plan package prior to Memorial Day. Assuming you are cleared from intake and/or cleared on all aspects other than required variances, after you've confirmed your request for a modified PA in writing, your next key task will be to apply for At-Risk Permits *and*, following Council's vote on 6/9 (assuming they approve), to submit a ZBA application related to your variance request(s). Approach this as follows:

At-Risk Permits: While you would normally not apply for permits until after variances are secured, because of your construction commencement deadline, I am recommending you apply for At-Risk Permits (i.e. you may have to resubmit if ZBA action leads to required plan changes). To do so, as soon as you are cleared from intake (at least on all aspects other than the required variances), have your team submit full permit plans as soon as possible, and allow for a 20 business day review window. To meet your deadline, per the PA, permits have to be issued and excavation of the basement foundation must begin. At minimum, you would need soil erosion and foundation permits. Our team will work with you to complete these reviews as soon as possible. During this step, you should not only be submitting for permits but also ensuring you have sufficient contractor resources ready to mobilize following approvals so that you can meet the minimum threshold for commencing construction by 8/19.

Zoning Board of Appeals: Subject to final comments on your review, we are aware that you will need at least 1 variance. We cannot accept an application prior to Council action amending your PA; as such, I recommend at this time that, as soon as you receive comments and your required variance list is confirmed, your team prepare a ZBA application, which can be submitted and processed after Council approves a PA amendment that would allow you to seek variances. As long as we have your completed application by **June 26**, we can put you on the agenda for the **July 23 ZBA Meeting**.

Pending final review comments from my team on your site plan, if you've cleared all comments except for variance requests, you should plan on submitting for At Risk Permits as soon as possible in late May/early June

to ensure we can complete the review and be ready to issue permits as soon as possible after the ZBA decision is made.

I hope this helps. The finish line is in sight and your project is shaping up well. If you have any questions on any of this, please reach out as soon as possible. Otherwise, please proceed on the priority task related to appearing before City Council.

Thank you, and we look forward to your impactful project coming to life.

Sincerely,

Jordan Twardy

Director of Economic Development | City of Dearborn
16901 Michigan Ave, Ste. 7, Dearborn, MI 48126

Phone: 313-542-5186

jtwardy@dearborn.gov | www.dearborn.gov



**DEARBORN
ECONOMIC
DEVELOPMENT**

Abdullah H. Hammoud, Mayor



**DEARBORN
ECONOMIC
DEVELOPMENT**

Abdullah H. Hammoud, Mayor



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval to secure Property and Casualty Insurance through broker, Brown & Brown, at a cost of up to \$3,118,451.

Immediate Effect Requested

DEPARTMENT: Law and Purchasing

BRIEF DESCRIPTION: CR 3-127-25 awarded a three-year contract, with up to two (2) three-year renewal options, to Brown & Brown to provide Property & Casualty Insurance brokerage services. CR 6-345-25 authorized the City to secure, through Brown & Brown, liability coverage at a cost of \$2,276,521, and Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages at a cost of \$547,137, for a total Property and Casualty Insurance premium cost of \$2,823,658. Due to annual fluctuations in premiums and changes in the City's claims history, the contract with Brown & Brown allows for annual changes in premiums. The City's current Property and Casualty Insurance coverage expires on June 30, 2026.

Accordingly, the Law Department now recommends that the City secure Property and Casualty Insurance through broker Brown & Brown, at a cost of up to \$3,118,451.

PRIOR COUNCIL ACTION:

- CR 3-127-25 awarded a three-year contract, with up to two (2) three-year renewal options, to Brown & Brown to provide Property & Casualty Insurance brokerage services.
 - CR 6-345-25 authorized the City to secure, through Brown & Brown, liability coverage at a cost of \$2,276,521, and Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages at a cost of \$547,137, for a total Property and Casualty Insurance premium cost of \$2,823,658.
-

BACKGROUND: The expiring annual Property and Casualty Insurance premium, covering the period from July 1, 2025, through June 30, 2026, is \$2,823,658, which includes liability coverage at a cost of \$2,276,521, and Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages at a cost of \$547,137. This coverage reflects a \$2,000,000 self-insured retention for covered liability claims, a \$2,000,000 self-insured retention for covered law enforcement liability claims, and \$12,000,000 aggregate in General Liability, Law Enforcement Liability, Auto Liability, Public Officials', and Employment Practices coverages.

As the City's coverage is currently set to expire on June 30, 2026, the Law Department recommends that the City secure the following coverage proposed by broker, Brown and Brown:

- Liability Layer 1 with Gemini Insurance (excludes Law Enforcement) for \$543,177
 - \$2 Million SIR excluding Law Enforcement Liability with \$5 Million in Coverage
- Liability Layer 1 with PRU (Law Enforcement Liability Only) for \$1,142,129
 - \$2 Million SIR for Law Enforcement Liability Only with \$5 Million in Coverage
- Excess Liability with Palomar for \$601,858
 - \$5 Million in Coverage over both layers above



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

**Excess Liability with Genesis for \$195,309

\$2 Million in Coverage over Layer 2

Total Liability Premium: \$2,482,473

**Additional 3rd layer quotes are still expected and may come in lower than the Genesis quote.

The total premium for the renewal period covering July 1, 2026, through June 30, 2027, will be a cost of up to \$3,118,451, representing up to \$2,482,473 for liability coverage, and \$635,978 for Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages.

This renewal year, the Property Insurance premium now includes coverage for Suzanne Sareini Manor and John B. O'Reilly Manor, as the two buildings were added to the policy mid-policy year on November 26, 2025. Prior to that time, the two buildings were covered by a separate policy that covered only those two buildings and cost \$133,517 (for the period 12/1/2024-11/30/2025).

Also new this renewal year, the Cyber Liability Insurance premium reflects that the limit has been increased from \$1,000,000 to \$2,000,000. This increase in coverage is recommended by Brown and Brown in light of the rapid rise in data breaches in recent years and the high cost of data breach recovery.

As to the liability insurance, the City's self-insured retentions will remain the same at \$2,000,000 for covered liability claims, and \$2,000,000 for covered law enforcement liability claims, with \$12,000,000 in coverage over the \$2,000,000 retentions (\$14,000,000 total).

Additionally, as noted above, Brown and Brown are still expecting additional Excess Liability layer 3 quotes that may come in lower than the Genesis quote for \$195,309. If that is the case, the approval of a total premium amount of "up to \$3,118,451" will allow that lower cost coverage to be secured, thereby reducing the total premium cost for the City.

FISCAL IMPACT: The premium is paid from the Fleet and General Liability Insurance Fund.

IMPLEMENTATION TIMELINE: The coverage will be effective July 1, 2026, through June 30, 2027.

COMPLIANCE/PERFORMANCE METRICS: The Law Department will work with broker Brown and Brown to secure the coverage.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approval to Secure Property and Casualty Insurance
DATE: May 14, 2026

Budget Information

FY2027 Proposed Budget: \$3,335,480
Amended Budget: N/A
Requested Amount: Up to \$3,118,451
Funding Source: Fleet and General Liability Insurance Fund, Insurance/Risk Management, General Insurance
Supplemental Budget: N/A

Summary of Request

Council Resolution 3-127-25 awarded a three-year contract, with up to two (2) three-year renewal options, to Brown & Brown to provide Property & Casualty Insurance brokerage services. Council Resolution 6-345-25 authorized the City to secure, through Brown & Brown, liability coverage at a cost of \$2,276,521, and Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages at a cost of \$547,137, for a total Property and Casualty Insurance premium cost of \$2,823,658.

Due to annual fluctuations in premiums and changes in the City’s claims history, the contract with Brown & Brown allows for annual changes in premiums. As the City’s coverage is currently set to expire on June 30, 2026, the Law Department now recommends that the City secure Property and Casualty Insurance through broker Brown & Brown, at a cost of up to \$3,118,451.

Background and Justification

The property and casualty premiums paid over the past five (5) years are as follows:

- FY 2026: \$2,829,136
- FY 2025: \$2,349,875
- FY 2024: \$1,962,752
- FY 2023: \$1,801,601
- FY 2022: \$1,776,147

The expiring annual Property and Casualty Insurance premium covers the period from July 1, 2025, through June 30, 2026, and reflects a \$2,000,000 self-insured retention applicable to covered liability claims, a \$2,000,000 self-insured retention applicable to covered law enforcement liability claims, and \$12,000,000 aggregate in General Liability, Law Enforcement Liability, Auto Liability, Public Officials’, and Employment Practices coverages. Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages are also included.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

As the City's coverage is currently set to expire on June 30, 2026, the Law Department now recommends that the City secure the following coverage proposed by broker, Brown and Brown:

Liability Layer 1 with Gemini Insurance (excludes Law Enforcement) for \$543,177
 \$2 Million SIR excluding Law Enforcement Liability with \$5 Million in Coverage
 Liability Layer 1 with PRU (Law Enforcement Liability Only) for \$1,142,129
 \$2 Million SIR for Law Enforcement Liability Only with \$5 Million in Coverage
 Excess Liability with Palomar for \$601,858
 \$5 Million in Coverage over both layers above
 **Excess Liability with Genesis for \$195,309
 \$2 Million in Coverage over Layer 2
 Total Liability Premium: \$2,482,473
 **Additional 3rd layer quotes are still expected and may come in lower than the Genesis quote.

The total premium for the renewal period covering July 1, 2026, through June 30, 2027, will be a cost of up to \$3,118,451, representing up to \$2,482,473 for the liability coverage, and \$635,978 for Property/Inland Marine, Crime, Cyber, and Boiler and Machinery coverages.

This renewal year, the Property Insurance premium includes coverage for Suzanne Sareini Manor and John B. O'Reilly Manor, as the two buildings were added to the policy mid-policy year on November 26, 2025. Prior to that time, the two buildings were covered by a separate policy that covered only those two buildings and cost \$133,517 (for the period 12/1/2024-11/30/2025).

Also new this renewal year, the Cyber Liability Insurance premium reflects that the limit has been increased from \$1,000,000 to \$2,000,000. This increase in coverage was recommended by Brown and Brown in light of the rapid rise in data breaches in recent years and the high cost of data breach recovery.

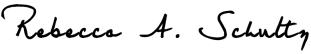
As to the liability insurance, the City's self-insured retentions will remain the same at \$2,000,000 for covered liability claims, and \$2,000,000 for covered law enforcement liability claims, with \$12,000,000 in coverage over the \$2,000,000 retentions (\$14,000,000 total).

Additionally, as noted above, Brown and Brown are still expecting additional Excess Liability layer 3 quotes that may come in lower than the Genesis quote for \$195,309. If that is the case, the approval of a total premium amount of "up to \$3,118,451" will allow that lower cost coverage to be secured, thereby reducing the total premium cost for the City.

Based upon the foregoing, the Law Department recommends securing Property and Casualty Insurance through broker Brown & Brown, at a premium cost of up to \$3,118,451.

It is respectfully requested that Council approve the securing of this coverage with immediate effect in order to avoid gaps in coverage.

Prepared By:

DocuSigned by:

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Rebecca A. Schultz, Assistant Corporation Counsel

Department Approval:

DocuSigned by:

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Mark Rozinsky, Purchasing Manager



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Budget Approval:

DocuSigned by:

Michael Kennedy

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Michael Kennedy, Chief Financial Officer
(Reviewed and approved by Megan Davis)

Corporation Counsel Approval:

Signed by:

Carter Fisher

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Carter Fisher, Corporation Counsel

By Herrick supported by Enos.

3-127-25. WHEREAS: The City presently has a contract with Nickel & Saph, Inc. (C.R. 6-327-24) for Property and Casualty Insurance Brokerage Services and the current coverage will expire on June 3, 2025, and

WHEREAS: Due to the yearly increases in the insurance premiums for the policies obtained under the contract, as well as deficiencies recently discovered in the current policy, a Request for Proposals for Property and Casualty Insurance Brokerage Services was recently issued to obtain a new broker, and

WHEREAS: It is recommended that the City award a contract to the highest-scoring respondent, Brown & Brown and allow Brown & Brown to begin obtaining quotes for future insurance coverage, and

WHEREAS: Upon a new insurance policy being obtained by the new broker, the contract with Nickel & Saph would then be canceled as permitted under the terms of the contract; therefore be it

RESOLVED: That City Council hereby authorizes a three-year contract, with up to two (2) three-year renewal options to Brown & Brown to provide Property and Casualty Insurance Brokerage Services; be it further

RESOLVED: That the commission under the contract with Brown & Brown will be the same as the commission under the current contract with Nickel & Saph, Inc.; be it further

RESOLVED: That upon a new insurance policy being obtained by Brown & Brown, the contract with Nickel & Saph, Inc. will be canceled as permitted under the terms of the contract; be it further

RESOLVED: That the Legal Department will return for Council approval once the cost quote is obtained by Brown & Brown; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

Council President Pro Tem Herrick entered the Conference Room at 6:38 P.M.

By Abraham supported by Enos.

6-345-25. WHEREAS: Council Resolution 6-327-24 renewed the contract for Property and Casualty Insurance with Nickel & Saph, Inc. through June 30, 2028, and

WHEREAS: Due to continued yearly increases in the insurance premiums for the policies obtained under the contract with Nickel & Saph, Inc., the lack of alternate policy options provided by Nickel & Saph, Inc., and deficiencies recently discovered in the current policy, Council Resolution 3-127-25 recently awarded a three-year contract to Brown & Brown to provide Property and Casualty Insurance brokerage services, and

WHEREAS: The Resolution also provided that the Legal Department would return for an additional Council approval once a cost quote for the Property and Casualty Insurance was obtained by Brown & Brown, and

WHEREAS: Accordingly, the Law Department now recommends that the City secure Property and Casualty Insurance through broker Brown & Brown, at a cost of \$2,823,658, and

WHEREAS: Upon securing this insurance coverage through Brown & Brown, the Law Department will cancel the contract with Nickel & Saph, Inc.; therefore be it

RESOLVED: That the Law Department be and is hereby authorized to secure the liability coverage proposed by Broker, Brown and Brown, in the amount of \$2,276,521, as follows:

Liability Layer 1 with Berkley for approximately \$460,000

\$2 Million SIR excluding Law Enforcement Liability with \$5 Million in Coverage

Liability Layer 1 with PRU/Lexington for \$1,087,593
\$2 Million SIR for Law Enforcement Liability Only with \$5 Million in Coverage

Excess Liability with Palomar for \$572,728
\$5 Million in Coverage over Layer 1

Excess Liability with Genesis for \$156,200
\$2 Million in Coverage over Layer 2

Total Liability Premium: \$2,276,521

BE IT FURTHER

RESOLVED: That the total premium for the renewal period covering July 1, 2025 through June 30, 2026 will be \$2,823,658, representing \$2,276,521 for the liability coverage and \$547,137 for Property/Inland Marine, Crime, Cyber, and Boiler and Machinery; be it further

RESOLVED: That the self-insured retentions with the new coverage will be \$2 Million for both General Liability and Law Enforcement Liability, with \$12 Million in coverage over the retentions (\$14 million total). This will afford more Law Enforcement Liability coverage with a lower SIR than would be afforded by renewing with the City's current carriers; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows; Yeas: Abraham, Alsawafy, Enos, Herrick, Paris, and Sareini (6); Nays: None (0); Absent: Hammoud (1).

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Acknowledgment of the 2025-2026 Intergovernmental Agreement between City of Dearborn & Wayne County. Authorize the Chief Financial Officer to recognize and appropriate the allocation.

DEPARTMENT: Parks & Recreation

BRIEF DESCRIPTION: The City of Dearborn has been allocated \$134,155 from Wayne County's parks millage fund for the 2025-2026 Wayne County fiscal year. This funding is designated for improvements to the playground at Oak Park.

PRIOR COUNCIL ACTION: 7-352-25

BACKGROUND: The Parks & Recreation department spearheaded the discussions and efforts with Wayne County to ensure a fair and equitable distribution of the Parks Millage Funds for the 2025-2026 allocation. To determine which parks would receive improvements, we prioritized areas of the City with the oldest and most outdated recreational facilities, equipment, and opportunities for residents.

FISCAL IMPACT:

\$134,155 – Oak Park Playground

COMMUNITY IMPACT: Use of the Wayne County Millage assists in maximizing the amenities the City is allowed to install/improve without using general fund dollars.

IMPLEMENTATION TIMELINE: This project will be completed in FY27 for the City of Dearborn.

COMPLIANCE/PERFORMANCE METRICS: Parks & Recreation will be working closely with the contractors to ensure the success and compliance of the projects.

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Sean Fletcher, Director of Parks & Recreation
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Acknowledgement of the 2025-2026 Intergovernmental Agreement between City of Dearborn & Wayne County.
DATE: May 15, 2026

Summary of Request

The City of Dearborn has been allocated \$134,155 from Wayne County's parks millage fund for the 2025-2026 Wayne County fiscal year. This funding will be used to improve the playground at Oak Park. This improvement will benefit all residents of the City and our guests.

We respectfully request that the Mayor be authorized to sign and execute the annual intergovernmental agreement with Wayne County, allowing for the formal acceptance and use of the funds as outlined.

Additionally, it is respectfully requested that the Chief Financial Officer be authorized to recognize and appropriate the funds in the General Capital Improvement fund, projects I26603 (Neighborhood Parks Playground Equipment).

This action will allow the City to proceed with the planned park improvement in a timely and fiscally responsible manner, maximizing the impact of the funding for the benefit of the community.

Background and Justification

The City of Dearborn has been awarded a total of \$134,155 from Wayne County's Parks Millage Fund for the 2025-2026 fiscal year. These funds, made available through the county's ongoing commitment to enhancing recreational spaces, will be used to make targeted improvements to public park facilities in the City.

This year's funding will be dedicated to the renovation and enhancement of the playground at Oak Park, a popular park that serves a wide range of Dearborn residents. Planned upgrades aim to improve safety, accessibility, and the overall recreational experience for children and families.

This improvement aligns with the City's broader goals of promoting active lifestyles, inclusivity, and enhanced public amenities. Once completed, the upgrade will benefit not only residents of the surrounding neighborhoods, but also visitors from across the city and beyond, helping to ensure that Dearborn's parks continue to be welcoming, functional, and enjoyable spaces for all.

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

Department Approval:

Signed by:
Jonathon Golich 5/18/2026
CF454FEA07BC456...
Jonathon Golich, Assistant Director of
Parks and Recreation

DocuSigned by:
Sean R Fletcher 5/18/2026
508098901A7C401...
Sean Fletcher, Director of Parks and Recreation

Budget Approval:

Corporation Counsel Approval:

DocuSigned by:
Michael Kennedy 5/18/2026
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Michael Kennedy, Chief Financial Officer

Signed by:
Carter Fisher 5/18/2026
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Carter Fisher, Corporation Counsel



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of the annual Divine Child Falcon 5K Run

DEPARTMENT:

Parks & Recreation

BRIEF DESCRIPTION:

The Divine Child High School Alumni Association is requesting the City Council's approval to hold their annual Falcon 5K Run on Saturday, August 8, 2026. The event will take place from approximately 8:00 a.m. to 12:00 p.m. A waiver of the city noise ordinance is also being requested for the duration of the event.

PRIOR COUNCIL ACTION:

CR: 6-287-25

BACKGROUND:

The 33rd annual Falcon 5K Run event will attract approximately 250-300 participants and consist of a Free Tot Trot on the Divine Child High School Mark Carpenter Memorial Jogging Track (Beginning at 8:15 a.m.), a 1-Mile Fun Run (Beginning at 8:45 a.m.) and the traditional 5K Run (Beginning at 9:15 a.m.). The Falcon 1-Mile Fun Run route will remain the same as previous years.

FISCAL IMPACT:

Reimbursement for any necessary city services.

COMMUNITY IMPACT:

Minimal disruptions to roads with assistance from Dearborn Police Department to ensure runner and citizen safety.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

IMPLEMENTATION TIMELINE:

Immediate Effect is Requested.

COMPLIANCE/PERFORMANCE METRICS:

Recreation and Police will work together to ensure event logistics and compliance are adhered to.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Sean Fletcher, Director of Parks & Recreation
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Approval of the annual Divine Child Falcon 5K Run
DATE: 5/19/2026

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 Divine Child High School Alumni Association is seeking the City Council's approval to host its 33rd Annual Falcon 5K Run on Saturday, August 8, 2026, from approximately 8:00 a.m. to 12:00 p.m. While this event will be conducted in full compliance with all applicable ordinances, rules, and regulations of the Dearborn Police Department, a waiver of the city noise ordinance is being requested for the duration of the event.

The anticipated participation is between 250 and 300 participants this year. The event will feature a Free Tot Trot beginning at 8:15 a.m. on the Divine Child High School Mark Carpenter Memorial Jogging Track, a 1-Mile Fun Run starting at 8:45 a.m., and the traditional 5K Run commencing at 9:15 a.m. Please be aware that the route for the Falcon 1-Mile Fun Run will remain consistent with previous years and that this event is subject to full reimbursement for all City services provided.



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate effect is requested.

Background and Justification

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



**PARKS
& RECREATION**

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Signed by:

Jonathon Golich

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Jonathon Golich 5/19/2026

Assistant Director - Parks & Recreation

DocuSigned by:

Sean R Fletcher

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Sean R Fletcher 5/19/2026

Director of Parks & Recreation

Signed by:

Commander Madou Bazzi

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Commander Madou Bazzi 5/19/2026

Commander - Police Department

Signed by:

Carter Fisher

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Carter Fisher

Corporation Counsel



2026 Course Map

LEGEND

5K Route



1 Mile Fun Run Route

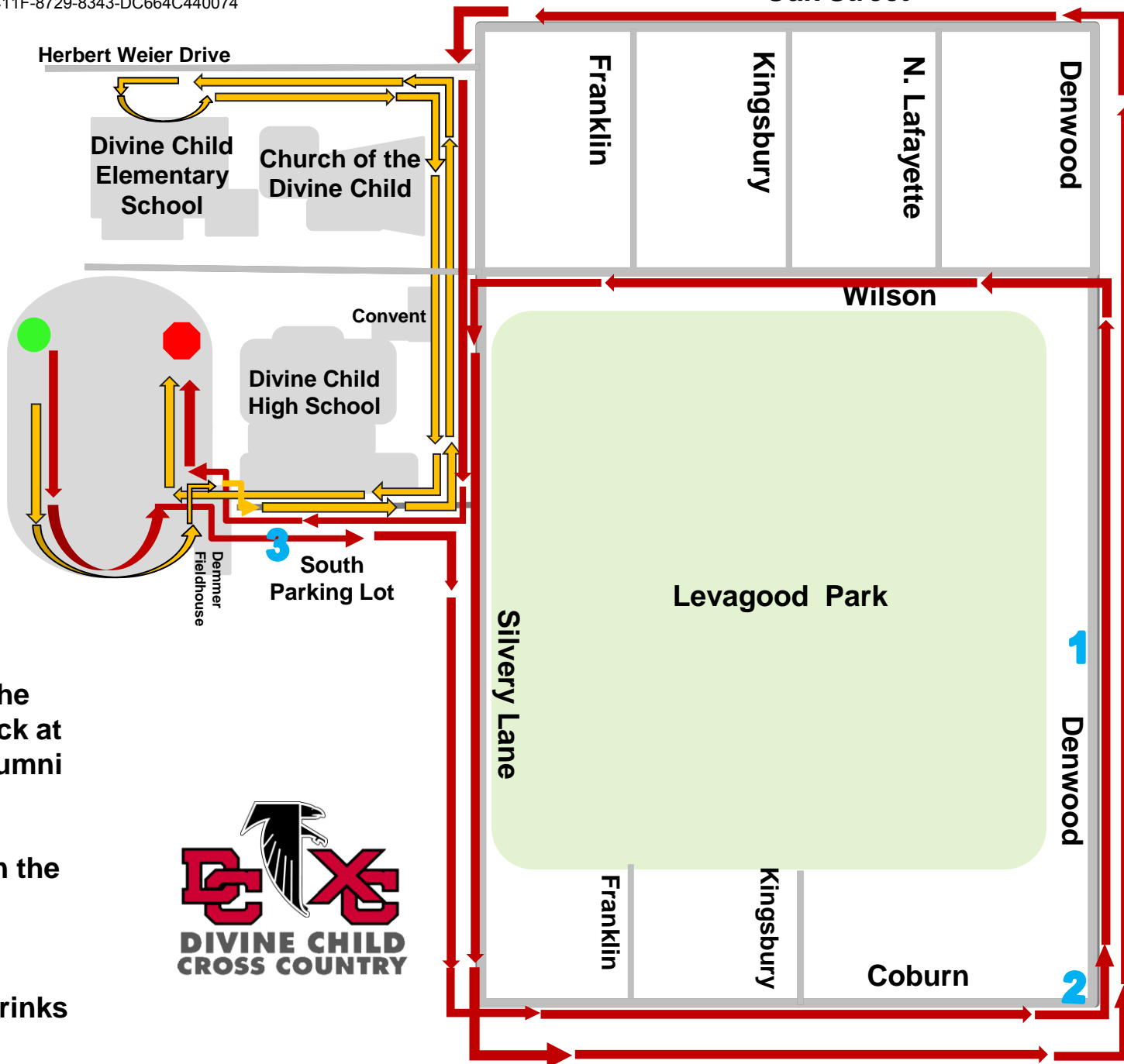


Mile Markers **1 2 3**

All Races Start on the Mark Carpenter Track at The Divine Child Alumni Athletic Complex.

All races will end on the common finish line on the track.

Please no food or drinks on the stadium turf.





EXECUTIVE SUMMARY

REQUEST: Request to approve a resolution supporting the City of Dearborn's application to the Safe Routes to School (SRTS) Grant Program for infrastructure and non-infrastructure improvements primarily serving 11 Dearborn Public School areas. Per SRTS requirements, the proposed resolution expresses City Council support of the proposed projects and authorizes the City to submit grant applications, execute project agreements upon award, and carry out all related project activities.

DEPARTMENTS: Philanthropy & Grants, Department of Public Works

BRIEF DESCRIPTION: The Safe Routes to School Grant Program is a federally funded initiative designed to make it safer, more convenient, and more appealing for children, including those with disabilities, to walk and bicycle to school. The proposed projects will include targeted infrastructure improvements as well as non-infrastructure programming focused on pedestrian and bicycle safety education, encouragement activities, and community engagement. The City of Dearborn is partnering with Dearborn Public Schools to pursue this funding.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Safe Routes to School initiative represents a comprehensive approach to improve pedestrian and bike safety around schools by combining infrastructure investments with educational programming. Eleven schools were selected by the Dearborn Public School District to be included in the grant application. These schools are:

- Edsel Ford High School
- Fordson High School
- Dearborn High School
- Lowrey Middle School
- Bryant Middle School
- Salina Intermediate
- Oakman Elementary
- McCollough-Unis School
- McDonald Elementary
- Lindbergh Elementary
- Haigh Elementary



Philanthropy and Grants

The program includes both infrastructure and non-infrastructure funding components. As part of the application process, city team members, principals, parents, and students conducted walking audits at all 11 schools to evaluate existing walking and biking conditions, identify barriers to safe travel, and prioritize infrastructure needs.

Infrastructure improvements may include sidewalk and crossing upgrades, ADA-compliant ramps, pedestrian signal enhancements, high-visibility crosswalks, and other safety treatments designed to improve walking and biking conditions within a two-mile radius of participating schools. Therefore, additional schools that are within this radius of one of the 11 participating schools will receive infrastructure improvements as applicable. The City and Dearborn Public Schools are currently working with OHM Advisors to refine project scopes and maximize the impact of available funding opportunities.

Participation in non-infrastructure programming is required in order to qualify for infrastructure funding eligibility. Non-infrastructure programming includes walking and biking safety events, mileage clubs, and walk/bike/roll to school days.

FISCAL IMPACT: The City is pursuing up to \$3.3 million in infrastructure funding through the Safe Routes to School Grant Program, in addition to non-infrastructure programming funds of up to \$15,000 per school.

Safe Routes to School funding is 80 percent federal; a 20 percent local match is required by federal law. The minimum of a 20 percent match is at this time being covered by the State of Michigan, effectively making SRTS applications require zero percent match.

The proposed resolution authorizes the City to pursue grant funding and acknowledges the City's responsibility for engineering, design and construction costs, permit fees, administrative expenses, potential cost overruns, and other non-participating project costs.

COMMUNITY IMPACT: The proposed projects will improve safety and accessibility for students, families, and residents walking and biking to and from schools throughout Dearborn. Improvements will help create safer pedestrian and bicycle networks, encourage active transportation, improve accessibility for individuals with disabilities, and support healthier, more connected neighborhoods.



Philanthropy and Grants

IMPLEMENTATION TIMELINE:

- Grant Package Submission: June 17, 2026
- Funding Decision Date: November 2026
- Non-Infrastructure Programming: To be completed within one school year
- Infrastructure Improvements: To begin Fall/Winter 2027

COMPLIANCE/PERFORMANCE METRICS: Success will be measured through completion of planned infrastructure improvements, improved pedestrian and bicycle safety conditions near schools, and continued compliance with Safe Routes to School program requirements.



**Philanthropy
and Grants**

MEMORANDUM

TO: Dearborn City Council
FROM: Philanthropy & Grants Department
SUBJECT: Safe Routes to School Grant Program for 11 Dearborn Public Schools
DATE: May 19, 2026

Summary of Request

Approval is requested to support the City of Dearborn's application to the Safe Routes to School (SRTS) Grant Program for infrastructure and non-infrastructure improvements serving primarily 11 Dearborn Public Schools. The City is pursuing up to \$3.3 million in infrastructure funding, in addition to non-infrastructure programming funds of up to \$15,000 per school.

Per Safe Routes to Schools Program requirements, the proposed resolution authorizes the Philanthropy & Grants Director to act on behalf of the City during project development, request SRTS funding, and execute project agreements upon receipt of a funding award. The resolution further commits the City to responsibility for engineering, design and construction, permit fees, administrative costs, potential cost overruns, and any non-participating project expenses associated with the proposed improvements. The City also commits to owning, operating, and maintaining all facilities constructed with SRTS funding in perpetuity, including implementation of an ongoing maintenance plan or program.

Background and Justification

The Safe Routes to School initiative is intended to improve safety, accessibility, and mobility for students walking and biking to school throughout Dearborn. The grant application includes projects primarily serving 11 Dearborn Public Schools.

Proposed improvements may include sidewalk and crossing upgrades, ADA-compliant ramps, pedestrian signal enhancements, high-visibility crosswalks, and traffic calming measures designed to improve safety and connectivity for students and families. In addition to infrastructure improvements, the program includes required non-infrastructure programming such as walk/bike/roll to school events, safety education, and community engagement activities.

Immediate effect is requested.



Philanthropy and Grants

Department Approval:

Signed by:

Maria Willett

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Maria Willett – Philanthropy & Grants Director

Department Approval:

DocuSigned by:

Tim Hawkins

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Timothy Hawkins – Public Works Director

Budget Approval:

DS

MHA

DocuSigned by:

Michael Kennedy

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Michael Kennedy – Chief Financial Officer

Corporation Counsel:

Signed by:

Carter Fisher

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Carter Fisher – Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Purchase Routers and a Four-Year Router Plan for Police Vehicles

DEPARTMENT: Police Department, In Conjunction with purchasing

BRIEF DESCRIPTION: The Police Department, in conjunction with Purchasing, recommends the purchase of R980 Cradlepoint Routers and Router Plan

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Dearborn Police Department currently utilizes 4G technology in the patrol vehicle fleet. The 4G wireless service is currently managed through CLEMIS. Agencies have the option of independently attaining a wireless provider.

The department is seeking to upgrade to the latest 5G technology through T-Mobile. The upgrade has become necessary due to an increase in applications used in patrol vehicles (Live 911, Fusus, Flock, Axon, Skydio). Upgrading to 5G will ensure that these applications will function properly to be used effectively by police officers on the street.

FISCAL IMPACT:

\$130,200 for four years, (\$32,550 per year, Future Fiscal Years Pending Budget Adoptions)

COMMUNITY IMPACT:

Improved wireless technology will ensure that officers are able to effectively utilize the software applications in patrol vehicles. The latest integrated technology involving Live 911, Fusus, Flock, and Axon improves emergency response and service to the community.

IMPLEMENTATION TIMELINE:

Up to 90 days from receipt of PO.

COMPLIANCE/PERFORMANCE METRICS:

Police Department staff will confirm delivery and functionality of the routers.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Purchase Routers and a Four-Year Router Plan for Police Vehicles
DATE: May 27, 2026

Budget Information

Adopted Budget: \$400,000
Amended Budget: \$400,000
Requested Amount: \$130,200 for four years, (\$32,550 per year Future Fiscal Years Pending Budget Adoptions)
Funding Source: General Fund, Police Administration, Professional Services, EDP Software Services
Supplemental Budget: N/A

Summary of Request

The Police Department, in conjunction with Purchasing, recommends the purchase of R980 Cradlepoint Routers and a Four-Year Router Plan

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

Background and Justification

The Dearborn Police Department currently utilizes 4G technology in the patrol vehicle fleet. The 4G wireless service is currently managed through CLEMIS. Agencies have the option of independently attaining a wireless provider.

The department is seeking to upgrade to the latest 5G technology through T-Mobile. The upgrade has become necessary due to an increase in applications used in patrol vehicles (Live 911, Fusus, Flock, Axon, Skydio). Upgrading to 5G will ensure that these applications will function properly to be used effectively by police officers on the street.

Procurement Process

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



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Requests for pricing and service were made to both T-Mobile and Verizon, both of which currently have contracts with the City to provide various communication services, for new vehicle routers and monthly service plans.

T-Mobile provided the most economical proposal, including all discounts, and has been selected as the vendor for the vehicle routers and router service.

Signature Page

Prepared By:

DocuSigned by:
Jay Andrews
A06626461858403
Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:
Issa Shahin
105351C7585A436
Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
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Michael Kennedy, Chief Financial Officer

DS
MTA

Corporation Counsel Approval:

Signed by:
Carter Fisher
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Carter Fisher, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award for Contract for Tree Trimming for Monday Public Service District, in an amount not to exceed \$240,000.00, to AAX Services, 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.

DEPARTMENT: Department of Public Works & Facilities, in conjunction with Purchasing.

BRIEF DESCRIPTION: As part of the City's ongoing tree maintenance efforts, over 7,000 trees are scheduled for trimming in Monday's district. This proactive work is aimed at improving tree health, enhancing public safety, and maintaining clear visibility around roadways, and sidewalks.

PRIOR COUNCIL ACTION: Tree Trimming for Wednesday and Thursday Public Service Districts was passed by Council, resolution # 1-39-24 to CHOP in the amount of \$800,184.

Tree Trimming for Friday Public Service Districts 15 & 16 was passed by Council, resolution # 7-357-25 to CHOP in the amount of \$503,581.

BACKGROUND: The continuation of tree trimming services across all five districts plays a vital role in maintaining public safety and promoting tree health. Regular trimming helps prevent injuries and property damage by removing dead, damaged, or overgrown branches that could fall—especially during storms. It also enhances visibility by keeping streets, traffic signals, and signage clear for both drivers and pedestrians. Additionally, trimming removes diseased or pest-infested limbs, reducing the risk of spreading to other trees. By improving air circulation and sunlight exposure, this work supports healthier, stronger trees for the long term.

FISCAL IMPACT: The total cost for the Tree Trimming for Monday Public Service District, is not to exceed \$240,000.00.

COMMUNITY IMPACT: Well-maintained trees contribute to a more attractive and welcoming neighborhood, enhancing overall curb appeal and community pride. Healthy, properly trimmed trees can also boost property values and create a more desirable place to live. Additionally, regular maintenance helps prevent root and branch overgrowth that can damage sidewalks, roads, and buildings—saving the community from costly repairs and improving accessibility for everyone.

IMPLEMENTATION TIMELINE: This contract will be executed upon Council approval.

COMPLIANCE/PERFORMANCE METRICS: This project will be managed by the Department of Public Works & Facilities.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award for Contract for Tree Trimming for Monday Public Service District, in an amount not to exceed \$240,000.00, to AAX Services, Inc.
DATE: May 19, 2026

Budget Information

Adopted Budget:	Upon Budget Approval: FY27 \$750,500
Amended Budget:	Upon Budget Approval: FY27 \$750,500
Requested Amount:	Not-to-Exceed \$ 240,000
Funding Source:	General Fund, Public Works, Parks Division, Contractual Services, Tree Trimming Services
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities, recommends the competitive purchase of Tree Trimming for Monday Public Service District, in an amount not to exceed \$240,000.00, to AAX Services, 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

As part of the City’s ongoing commitment to tree maintenance, more than 7,000 trees are scheduled for trimming in Monday’s district. This proactive work is essential to supporting tree health, public safety, and neighborhood appearance.

Trimming helps prevent injuries and property damage by removing dead, damaged, or overgrown branches—especially important during storms. It also ensures clear visibility along streets, sidewalks, and around traffic signs and signals, making neighborhoods safer for both drivers and pedestrians.

In addition to safety, trimming removes diseased or pest-infested limbs, helping to prevent the spread of issues to nearby trees. Improved air flow and sunlight exposure allow trees to grow stronger and healthier over time.

Healthy, well-maintained trees also bring long-term value to our community. They enhance curb appeal, boost property values, and contribute to a more beautiful and welcoming environment. Regular maintenance also prevents damage to sidewalks, roads, and buildings—saving residents and the city from costly repairs and improving accessibility for all.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

This work is part of a larger effort to trim trees across all five districts, reinforcing the city's investment in a cleaner, safer, and more vibrant community.

Procurement Process

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, the Department of Public Works & Facilities is recommending an award to AAX Services, Inc. for Tree Trimming for Monday Public Service District.

AAX Services, Inc. was the lowest, qualified bidder after a review of the four submitted bids.

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid
 Issue Date: 3/24/26
 Deadline Date: 4/14/26
 Solicitations Obtained: 30
 Bids Received: 6

BIDDER	BID PRICE
AAX Services, Inc.	\$240,000.00
RT Contracting, Inc.	\$345,000.00
Wonsey Tree Service, Inc.	\$498,816.50
CHOP	\$504,189.50
PPM Tree Service & Arbor Care LLC	\$690,000.00
JJM Power, LLC	\$1,575,000.00

Prepared By:

Signed by:

 B20D0133BAE34A4...
 Rosette Fisher, Buyer

Department Approval:

DocuSigned by:

 35BABC85BED3495...
 Timothy Hawkins, Director DPW&F

Budget Approval:

DocuSigned by:

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 Michael Kennedy, Chief Financial Officer

Initial

Corporation Counsel Approval:

Signed by:

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 Carter Fisher, Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of Bid for Liquid Sodium Hypochlorite

DEPARTMENT: Public Works & Facilities, in conjunction with Purchasing

BRIEF DESCRIPTION: This request is to award bids to JCI Jones as the primary supplier and Alexander Chemical as the backup supplier for Liquid Sodium Hypochlorite.

PRIOR COUNCIL ACTION: CR 06-302-22 approved JCI Jones as the primary supplier and Alexander Chemical as the backup supplier for one year with 3 one-year renewals.

BACKGROUND: The liquid sodium hypochlorite will be used at the City's three Combined Sewer Overflow facilities as-needed throughout the year.

The quantities ordered under this agreement will vary, dependent on weather (rainstorms) and there is no guarantee or minimum consumption amounts. The backup supplier is necessary in the event the primary vendor is unable to supply the product as needed.

FISCAL IMPACT:

- JCI Jones award: \$63,000
 - Alexander Chemical award: \$5,800
-

COMMUNITY IMPACT: The use of LSH is essential for the disinfection and sterilization processes vital to the community.

IMPLEMENTATION TIMELINE: Immediate effect is required to allow uninterrupted supply.

COMPLIANCE/PERFORMANCE METRICS: DPW-CSO Division will manage the order and delivery of the product.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Bid for Liquid Sodium Hypochlorite
DATE: May 20th, 2026

Budget Information

Adopted Budget: \$95,500
 Amended Budget: \$95,500
 Requested Amount: \$68,800
 Funding Source: Sewer, CSO, Facilities Maintenance, Operating Supplies, Chemicals
 Additional Budget: N/A

Summary of Request

Purchasing, on behalf of the Department of Public Works, Sewerage Division, recommends the award of bids to JCI Jones Chemicals, Inc. and Alexander Chemical Corporation. The agreement shall be for a term of one (1) year with three (3) one-year renewal options, and will be awarded to JCI Jones Chemicals, Inc. in the amount of \$63,000 as primary supplier, and Alexander Chemical Corporation in the amount of \$5,800 as back-up supplier. Purchases made after June 30, 2026 are subject to the adoption of the fiscal year 2027, fiscal year 2028 and fiscal year 2029 budgets.

It is respectfully requested that Council authorize the contract and renewals. The resulting contract shall not be binding until fully executed. Immediate effect is requested.

Background and Justification

The bulk liquid sodium hypochlorite purchased under this contract will be used at the three Combined Sewer Overflow facilities as needed throughout the year for disinfection of CSO discharges. The liquid sodium hypochlorite is stored in tanks on site at each CSO facility. City consumption (usage) of liquid sodium hypochlorite 15% at the CSO sites is dependent on weather (rainstorms) and there is no guarantee or minimum annual consumption implied or established under the supply and delivery agreements with either JCI Jones Chemicals or Alexander Chemical Corporation. The back-up supplier is necessary in the event that the primary vendor is unable to supply the product as needed.

Procurement Process

Purchasing solicited bids with process details as follows:

Process: Invitation to Bid
 Issue Date: 04/30/2026
 Deadline Date: 05/18/2026
 Vendors Solicited: 82
 Solicitations Obtained: 27
 Bids Received: 2



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM


Vendor	Bid Price
JCI Jones Chemicals, Inc.	\$1.80/gallon
Alexander Chemical Corporation	\$1.91/gallon

Th JCI Jones Chemicals, who is an existing vendor for the City, was found to have submitted the lowest responsive and responsible bid. Alexander Chemical Corporation was deemed responsible, and will be used only as a back-up supplier.

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


Signature Page

Prepared By:

Signed by:


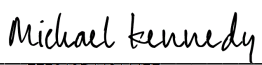
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 Jason Pich, Buyer, Purchasing Division

Department Approval:


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 Tim Hawkins, DPW/Facilities Director

Budget Approval:

DocuSigned by:


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 Michael Kennedy, Chief Financial Officer

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Corporation Counsel Approval:

Signed by:


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 Carter Fisher, Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Amend Water Rate Ordinance for Fiscal Year 2027

DEPARTMENT: Public Works & Facilities and Finance

BRIEF DESCRIPTION: Request to amend the Water Rate Ordinance for Fiscal Year 2027 to update the Water and Sewer rates, effective July 1, 2026.

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

BACKGROUND: The Water and Sewer FY2027 budget requests, along with the proposed Water and Sewer rates, were discussed with the City Council on April 15, 2026.

The proposed FY2027 Water and Sewer rates continue with the methodology change that was implemented for FY2023, where 28% of revenue is from fixed charges, and 72% is variable based on the customer's actual usage. A standalone fixed rate for Fireline accounts is also in effect.

FISCAL IMPACT:

- Combined rate increase is approximately 7.5%.
- Fireline fixed rate increased 10.2%.
- Total system usage projected for FY2027 is 5% less than the FY2026 estimate.
- Includes \$34.9 million in funding for GLWA charges.
- Includes funding approximately \$3.9 million in water and sewer infrastructure replacements.
- Includes funding approximately \$4.8 million in debt service for a \$39.8 million bond issuance for water and sewer infrastructure work in coordination with poor road reconstruction.
- Maintains in-house lead service replacement efforts (funding \$2,000,000).

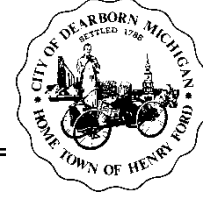
IMPACT TO COMMUNITY:

- Rate methodology remains unchanged from the current fiscal year (FY2026).
- Residential customers with average usage (2 Mcf per quarter) will experience a **7.5% increase** (approximately \$17.46 per quarter) over FY2026.
- Standalone Fireline fixed rate increased 10.2%

IMPLEMENTATION TIMELINE: Updated water and sewer rates to take effect July 1, 2026.

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

DEPARTMENT OF PUBLIC WORKS & FACILITIES
DEPARTMENT OF FINANCE



TO: CITY COUNCIL
VIA: MAYOR ABDULLAH H. HAMMOUD
FROM: TIM HAWKINS, DIRECTOR OF PUBLIC WORKS
MICHAEL KENNEDY, CHIEF FINANCIAL OFFICER
SUBJECT: PROPOSED ORDINANCE CHANGE FOR WATER AND SEWER RATES AND TAP FEES
DATE: MAY 1, 2026

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

Our costs to the Great Lakes Water Authority (GLWA) for annual water purchases is based on a 60% fixed rate cost, and our cost for annual sewage disposal services is based on a 100% fixed rate cost. The GLWA's wholesale rate(s) to the City of Dearborn, for sewage disposal services will increase 4.5%, as of July 1, 2026, and the budgeted wholesale water rate for the City of Dearborn will remain relatively flat due to contract negotiations, negating the otherwise 5.9% increase. The majority of the City's rate increases are due to escalation of costs for Capital Improvements, Operations, Maintenance, Supplies, Debt Service and the aforementioned GLWA rate increases. These proposed rates will be required to pay the approximately \$34,956,700 of annual budgeted charges to GLWA, as well as our own departmental expenses and Capital Improvement plans for FY 2027. These proposed rates have been incorporated into the revenue projections that are part of the 2026-2027 Water and Sewer Division proposed budget.

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

Thank you for your consideration in this matter.

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Tim Hawkins
Director of Public Works

DocuSigned by:
Michael Kennedy
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Michael Kennedy
Chief Financial Officer

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CJ

Signed by:
Carter Fisher
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Carter Fisher
Corporation Counsel

ORDINANCE NO.

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

THE CITY OF DEARBORN ORDAINS TO:

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

ARTICLE 1. – IN GENERAL

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

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

.....

- (4) The applicant and all persons claiming under or through him shall further agree to and shall pay to the city quarterly and within 21 days after the bill therefore is rendered by the city, a sewerage disposal fee based on the amount of water consumed on such premises, as determined by the quarterly reading of the water meter, such sewage disposal fee to be computed at the rate of ~~\$50.20~~ \$52.10 per 1,000 cubic feet or fraction thereof, of water consumed, for all bills rendered on or after the effective date of this section.

.....

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

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

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

Water rates shall be paid quarterly. The following rates for water supply and service shall be charged on all bills rendered on and after the effective date of July 1, 202~~6~~5.

The rate for non-fireline accounts per MCF for water is \$~~40.90~~ 35.20 plus a capacity charge of \$~~20.64~~ 18.72, per equivalent factor based on the meter size as shown in the following schedule. The rate for fireline accounts per MCF for water is \$~~40.90~~ 35.20, plus a capacity charge of \$~~31.30~~ 28.39 per equivalent factor based on meter service size as shown in the following schedule.

THE RATE PER MCF FOR WATER IS \$~~40.90~~ 35.20 PLUS A CAPACITY CHARGE OF \$~~20.64~~ 18.72 PER EQUIVALENT FACTOR FOR NON-FIRELINE ACCOUNTS. THE RATE PER MCF FOR WATER IS \$~~40.90~~ 35.20 PLUS A CAPACITY CHARGE OF \$~~31.30~~ 28.39 PER EQUIVALENT FACTOR FOR FIRELINE ACCOUNTS. THE RATE PER MCF FOR SEWER IS \$~~52.10~~ 50.20 PLUS A CAPACITY CHARGE OF \$~~44.78~~ 44.44 PER EQUIVALENT FACTOR BASED ON THE METER SIZES AS SHOWN IN THE FOLLOWING SCHEDULE. These rates will be effective on all bills rendered on or after July 1, 202~~6~~5.

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

Water Meter Sizes	Equivalent	Quarterly Water Capacity Charge X Equivalent Factor	Minimum Quarterly Water Basic Service Charge	Quarterly Sewage Capacity Charge	Quarterly Basic Service Charges Water and Sewer Non-Fireline	Quarterly Basic Service Charges Water Fireline
Meter Size	FACTOR	\$20.64 <u>18.72</u>	\$0.00	\$44.78 <u>44.44</u>	Column C + Column E	\$31.30 <u>28.39</u>
5/8 MAG	1	\$20.64 <u>18.72</u>	\$0.00	\$44.78 <u>44.44</u>	\$65.42 <u>63.16</u>	\$31.30 <u>28.39</u>
¾	1	\$20.64 <u>18.72</u>	\$0.00	\$44.78 <u>44.44</u>	\$65.42 <u>63.16</u>	\$31.30 <u>28.39</u>
1	2	\$41.28	\$0.00	\$89.56	\$130.84	\$62.60 <u>56.78</u>

		37.44		88.88	126.32	
1½	4	<u>\$82.56</u> 74.88	\$0.00	<u>\$179.12</u> 177.76	<u>\$261.68</u> 252.64	<u>\$125.20</u> 113.56
2	7	<u>\$144.48</u> 131.04	\$0.00	<u>\$313.46</u> 311.08	<u>\$457.94</u> 442.12	<u>\$219.10</u> 198.73
2 × 5/8	7	<u>\$144.48</u> 131.04	\$0.00	<u>\$313.46</u> 311.08	<u>\$457.94</u> 442.12	<u>\$219.10</u> 198.73
3	16	<u>\$330.24</u> 299.52	\$0.00	<u>\$716.48</u> 711.04	<u>\$1,046.72</u> 1,010.56	<u>\$500.80</u> 454.24
3 × ¾	16	<u>\$330.24</u> 299.52	\$0.00	<u>\$716.48</u> 711.04	<u>\$1,046.72</u> 1,010.56	<u>\$500.80</u> 454.24
4	25	<u>\$516.00</u> 468.00	\$0.00	<u>\$1,119.50</u> 1,111.00	<u>\$1,635.50</u> 1,579.00	<u>\$782.50</u> 709.75
4 × ¾	25	<u>\$516.00</u> 468.00	\$0.00	<u>\$1,119.50</u> 1,111.00	<u>\$1,635.50</u> 1,579.00	<u>\$782.50</u> 709.75
4 × 1	25	<u>\$516.00</u> 468.00	\$0.00	<u>\$1,119.50</u> 1,111.00	<u>\$1,635.50</u> 1,579.00	<u>\$782.50</u> 709.75
6	50	<u>\$1,032.00</u> 936.00	\$0.00	<u>\$2,239.00</u> 2,222.00	<u>\$3,271.00</u> 3,158.00	<u>\$1,565.00</u> 1,419.50
6 × 1	50	<u>\$1,032.00</u> 936.00	\$0.00	<u>\$2,239.00</u> 2,222.00	<u>\$3,271.00</u> 3,158.00	<u>\$1,565.00</u> 1,419.50
6 × 3 × 1	50	<u>\$1,032.00</u> 936.00	\$0.00	<u>\$2,239.00</u> 2,222.00	<u>\$3,271.00</u> 3,158.00	<u>\$1,565.00</u> 1,419.50

8	80	<u>\$1,651.20</u> 1,497.60	\$0.00	<u>\$3,582.40</u> 3,555.20	<u>\$5,233.60</u> 5,052.80	<u>\$2,504.00</u> 2,271.20
8 × 2	80	<u>\$1,651.20</u> 1,497.60	\$0.00	<u>\$3,582.40</u> 3,555.20	<u>\$5,233.60</u> 5,052.80	<u>\$2,504.00</u> 2,271.20
8 × 4	80	<u>\$1,651.20</u> 1,497.60	\$0.00	<u>\$3,582.40</u> 3,555.20	<u>\$5,233.60</u> 5,052.80	<u>\$2,504.00</u> 2,271.20
8 × 4 × 1	80	<u>\$1,651.20</u> 1,497.60	\$0.00	<u>\$3,582.40</u> 3,555.20	<u>\$5,233.60</u> 5,052.80	<u>\$2,504.00</u> 2,271.20
8 × 6 × 1	80	<u>\$1,651.20</u> 1,497.60	\$0.00	<u>\$3,582.40</u> 3,555.20	<u>\$5,233.60</u> 5,052.80	<u>\$2,504.00</u> 2,271.20
10	115	<u>\$2,373.60</u> 2,152.80	\$0.00	<u>\$5,149.70</u> 5,110.60	<u>\$7,523.30</u> 7,263.40	<u>\$3,599.50</u> 3,264.85
12	155	<u>\$3,199.20</u> 2,901.60	\$0.00	<u>\$6,940.90</u> 6,888.20	<u>\$10,140.10</u> 9,789.80	<u>\$4,851.50</u> 4,400.45
16	285	<u>\$5,882.40</u> 5,335.20	\$0.00	<u>\$12,762.30</u> 12,665.40	<u>\$18,644.70</u> 18,000.60	<u>\$8,920.50</u> 8,091.15
24	600	<u>\$12,384.00</u> 11,232.00	\$0.00	<u>\$26,868.00</u> 26,664.00	<u>\$39,252.00</u> 37,896.00	<u>\$18,780.00</u> 17,034.00

(Ord. No. 85-326, § 24, 6-4-85; Ord. No. 91-517, 7-2-91; Ord. No. 92-536, § 24, 7-21-92; Ord. No. 95-639, 7-5-95; Ord. No. 96-679, 7-16-96; Ord. No. 97-706, 6-17-97; Ord. No. 98-726, 6-16-98; Ord. No. 99-771, 7-6-99; Ord. No. 00-822, 6-20-00; Ord. No. 01-853, 6-28-01; Ord. No. 02-903, 6-18-02; Ord. No. 03-970, 6-17-03; Ord. No. 04-1006, 6-15-04; Ord. No. 05-1045, 6-20-05; Ord. No. 06-1080, 5-15-06; Ord. No. 07-1131, 6-18-07; Ord. No. 08-1170, 6-16-08; Ord. No. 09-1230, 6-15-09; Ord. No. 10-1273, 6-7-10; Ord. No. 11-1332, 6-20-11; Ord. No. 12-1358, 6-12-12; Ord. No. 13-1402, 6-11-13; Ord. No. 14-1427, 5-20-14; Ord. No. 15-1465, 5-14-15; Ord. No. 16-1541, 6-14-16; Ord. No. 17-1580, 5-23-17; Ord. No. 18-1615, 6-19-18; Ord. No. 19-1653, 6-18-19)

Sec. 19-29. - Sewage treatment rates.

(a) *Volume of flow.* The charges for sewage treatment shall be based upon water consumption, as indicated on the water bill and shall be billed quarterly. Such rates shall be computed on the basis of \$~~52.10~~ ~~0.20~~ per MCF of water used and a quarterly basic service charge of \$~~44.78~~ ~~44.44~~ per equivalent factors based on meter size as shown in the schedule in section 19-28. These rates will be effective on all bills rendered on or after July 1, 202~~6~~5.

.....

(b) *Industrial waste control (IWC) and high strength surcharge.* In addition to the aforementioned volume of flow rate of \$~~52.10~~ ~~50.20~~ per MCF, specific industrial and commercial firms identified by the Great Lakes Water Authority, and contributors of certain pollutants in concentrations which exceed normal sewage, will be surcharged quarterly. The surcharge rates established and adopted by the Great Lakes Water Authority shall be passed through to the identified industrial and commercial firms with the same impact and effective dates as adopted by the Great Lakes Water Authority.

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

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

(Ord. No. 85-326, § 25, 6-4-85; Ord. No. 91-517, § 25, 7-2-91; Ord. No. 92-536, § 25, 7-21-93; Ord. No. 95-639, 7-5-95; Ord. No. 96-679, 7-16-96; Ord. No. 97-706, 6-17-97; Ord. No. 98-726, 6-16-98; Ord. No. 99-771, 7-6-99; Ord. No. 00-822, 6-20-00; Ord. No. 01-853, 6-28-01; Ord. No. 02-903, 6-18-02; Ord. No. 03-970, 6-17-03; Ord. No. 04-1006, 6-15-04; Ord. No. 05-1045, 6-20-05; Ord. No. 06-1080, 5-15-06; Ord. No. 07-1131, 6-18-07; Ord. No. 08-1170, 6-16-08; Ord. No. 09-1230, 6-15-09; Ord. No. 10-1273, 6-7-10; Ord. No. 11-1332, 6-20-11; Ord. No. 12-1358, 6-12-12; Ord. No. 13-1402, 6-11-13; Ord. No. 14-1427, 5-20-14; Ord. No. 15-1465, 5-14-15; Ord. No. 16-1541, 6-

14-16; Ord. No. 17-1580, 5-23-17; Ord. No. 18-1615, 6- 19-18; Ord. No. 19-1653, 6-18-19)

REGULAR MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

May 19, 2026

The Council convened at 7:35 P.M., President of the Council Michael Sareini presiding. Present at roll call were Councilmembers Abraham, Alsawafy, Enos, Hammoud, O'Reilly, Paris, and President of the Council Sareini (7); Absent: None (0). A quorum being present, the Council was declared in session.

Pastor Dan Ramthun of Guardian Lutheran Church delivered the invocation.

All persons that were able stood for the Pledge of Allegiance.

By Alsawafy supported by Paris.

5-231-26. RESOLVED: Dearborn Public Schools' students selected Sarah Kdough from Salina Elementary as the Teacher of the Year in the Pre-K through 2nd grade category, and

RESOLVED: Dearborn Public Schools' students selected Michelle Eifert from Whitmore-Bolles Elementary as the Teacher of the Year in the 3rd through 5th grade category, and

RESOLVED: Dearborn Public Schools' students selected Nicole Rodriguez from Stout Middle School as the Teacher of the Year in the Middle School category, and

RESOLVED: Dearborn Public Schools' students selected David Rochemont from Dearborn Hight School as the Teacher of the Year in the High School category, and

RESOLVED: Dearborn Public Schools' students selected Aretha Snadon as Teacher of the Year in the Adult Education category; be it further

RESOLVED: That the 35th City Council wishes to recognize the five (5) Alberta Muirhead Teachers of the Year - Students' Choice Award winners; be it further

effect. RESOLVED: That this resolution be given immediate

The resolution was unanimously adopted.

By Enos supported by Paris.

5-232-26. RESOLVED: Mr. Waleed Alhiyafi, a senior at Fordson High School has been identified as one of the top youth soccer players across the country, and has been selected to join the U.S. Youth Soccer Olympic Development Program U17 National Team, and as part of this competitive roster, he will represent the U.S. in international soccer matches against Spanish academies, be it further

RESOLVED: That this City Council wishes to recognize Mr. Waleed Alhiyafi for being selected to the U.S. Youth Soccer Olympic Development Program U17 National Team, and be it further

RESOLVED: That this resolution be given immediate effect.

By Alsawafy supported by Paris.

5-233-26. WHEREAS: National Police Week was established by a joint resolution of Congress in 1962, paying special recognition to those law enforcement officers who lost their lives in the line of duty or for the safety and protection of others; and

WHEREAS: Members of law enforcement deserve the appreciation and respect of our citizens for the merit, dignity, bravery, and reliability they exhibit each and every day. We must also honor the sacrifices made by families of police officers, as each day they must face constant concern as their loved one works to protect us; and

WHEREAS: The City of Dearborn expresses unwavering support for law enforcement officers across the United States in the pursuit of preserving safe and secure communities; recognizes the need to ensure that law enforcement officers have the equipment, training, and resources that are necessary in order to protect the health and safety of the officers while the officers protect the public. Law enforcement officers swear an oath to uphold the public trust even though, through the performance of the duties of a law enforcement officer, the officers may become targets for senseless acts of violence; and

WHEREAS: The City of Dearborn acknowledges that police officers and other law enforcement personnel, especially those who have made the ultimate sacrifice, should be remembered and honored; expresses condolences and solemn appreciation to the loved ones of each law enforcement officer who has made the ultimate sacrifice in the line of duty; and encourages the people of the City of Dearborn to observe National Police Week by honoring law enforcement personnel and promoting awareness of the essential mission that law enforcement personnel undertake in service to their communities and the United States; and

WHEREAS: We openly salute the law enforcement officers in our communities, in addition to those in our state and country, and honor police who sacrifice their lives for the safety and security of all. We are indebted to the unwavering public service of our local and state police and are both fortunate and grateful for the contributions of law enforcement officers to the people of Michigan; be it further

RESOLVED: That the 35th City Council of Dearborn recognizes May 6 through May 13, 2026 at National Police Week; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-234-26. WHEREAS: Public works professionals work around the clock to ensure communities' vital infrastructure, facilities, and services deliver dependable, sustainable, and resilient public health, high quality of life, and well-being throughout the United States of America; and

WHEREAS: Such infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals who are engineers, managers, and employees of Federal, State, and local government and the private sector, and who are responsible for rebuilding, improving, and protecting our Nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS: Public works emergency responders are first to arrive and last to leave a natural disaster area of incident scene; and

WHEREAS: It is in the public interest for citizens, civic leaders, and children of the United States to gain knowledge of, and to maintain a strong interest and understanding of, the importance of public works and public works programs in their respective communities; be it further resolved

RESOLVED: We encourage the people of the City of Dearborn to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life; be it further

RESOLVED: That the 35th City Council of Dearborn recognizes May 18 through May 24, 2026 as National Public Works week; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

Councilmember Enos left the Chambers at 7:49 P.M.

Councilmember Enos returned to the Chambers at 7:50 P.M.

By Paris supported by Enos.

5-235-26. WHEREAS: Mental Health Awareness month has been observed each May in the United States since 1949; and

WHEREAS: The American Psychiatric Association defines mental illness as a health condition that adversely affects emotions, thinking, or behavior. Mental health problems can cause dysfunction in a person's social, work, school, or family activities; and

WHEREAS: During May, the national movement helps to raise awareness about mental health, to fight stigma, provide support, educate the public and advocate for policies that support people with mental illness and their families; and

WHEREAS: To raise awareness and encourage acceptance, it is encouraged that citizens, government agencies, organizations, healthcare providers, and research institutions recognize May as Mental Health Awareness Month to continue helping Americans live longer, healthier lives; be it further

RESOLVED: That the members of the 35th Dearborn City Council hereby recognize May 2026 as National Mental Health Awareness Month in the City of Dearborn and we call this observance to the attention of all of our employees, residents and members of the business community; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Alsawafy supported by O'Reilly.

5-236-26. WHEREAS: The freedom and security that United States citizens enjoy today are the results of the vigilant commitment of the United States Armed Forces in preserving the freedom and security; and

WHEREAS: It is appropriate to promote awareness of the sacrifices that members of the United States Armed Forces have made in the past and continue to make every day in order to support the Constitution and to preserve the freedoms and liberties that enrich the Nation; and

WHEREAS: It is important to preserve and foster the honor and respect that the United States Armed Forces deserve for vital service on behalf of the United States; and

WHEREAS: It is appropriate to emphasize the importance of the United States Armed Forces to all persons in the United States; and

WHEREAS: It is important to instill in the youth in the United States the significance of the contributions that members of the United States Armed Forces have made in securing and protecting the freedoms that United States citizens enjoy today; and

WHEREAS: It is appropriate to underscore the vital support and encouragement that families of members of the United States Armed Forces lend to the strength and commitment of those members; and

WHEREAS: It is important to encourage greater support of the role of the United States Armed Forces in maintaining the superiority of the United States as a nation and in contributing to world peace; and

WHEREAS: It is appropriate to recognize the importance of maintaining a strong, equipped, well-educated, well-trained military for the United States to safeguard freedoms, humanitarianism, and peacekeeping efforts around the world; and

WHEREAS: It is important to give greater recognition for the dedication and sacrifices that individuals who serve in the United States Armed Forces have made and continue to make on behalf of the United States; and

WHEREAS: It is appropriate to display the proper honor and pride United States citizens feel towards members of the United States Armed Forces for their service; and

WHEREAS: It is important to reflect upon the sacrifices made by members of the United States Armed Forces and to show appreciation for such service; and

WHEREAS: It is appropriate to recognize, honor, and encourage the dedication and commitment of members of the United States Armed Forces in serving the United States; and

WHEREAS: It is important to acknowledge the contributions of many individuals who have served in the United States Armed Forces since inception of the Armed Forces; be it further

RESOLVED: That the 35th Dearborn City Council hereby recognize May 2026 as Military Appreciation Month in the City of Dearborn; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Hammoud supported by Paris.

5-237-26. RESOLVED: That the Council Rules of Order be and are hereby temporarily suspended to extend the first Public Comment section beyond the standard allotment of 30 minutes.

Public Comment began at 7:54 P.M. and ended at 8:41 P.M.

Councilmember Enos left the Chambers at 8:21 P.M.

Councilmember Enos returned to the Chambers at 8:29 P.M.

5-268-26. Council President asked if any Councilmember wished to remove an item from the Consent Agenda. Councilmember Abraham offered to remove Item # 21 regarding the request to authorize the additional expenditures to McCarthy & Smith and MCD Architects for Phase 3 of the Esper and Bryant Branch Libraries Renovation Project. Councilman Paris supported the motion. Council President removed Item #21 from the Consent Agenda.

By Hammoud supported by Alsawafy.

5-238-26. RESOLVED: That all items on the Consent Agenda for the meeting of May 19, 2026 be and are hereby approved be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Alsawafy supported by O'Reilly.

5-239-26. RESOLVED: That the Dearborn City Council hereby reappoints Deyana Unis to the Election Commission with a term ending June 30, 2030.

The resolution was unanimously adopted.

By Enos supported by Paris.

5-240-26. WHEREAS: Communities are required to replace their lead service lines in their water distribution systems all the way to the meter; and

WHEREAS: The City of Dearborn has determined that approximately 2,994 lead services were partially replaced after identifying around 4,966 service lines that contain or may contain lead; and

WHEREAS: The Department of Public Works and Facilities of the City of Dearborn in partnership with the City's Engineering Department would like to apply for the State of Michigan Drinking Water State Revolving (DWSRF) Loan to fund the replacement of 2,001 partial laed service lines; and

WHEREAS: The average replacement cost of each service line is approximately \$6,500.00; and

WHEREAS: The total proposed project cost for lead service line replacement is \$13,000,000.00; and

WHEREAS: The estimated cost for users of the proposed project will be \$15.48; and

WHEREAS: The City of Dearborn recognizes the need to make improves to its existing drinking water system; be it further

RESOLVED: That the Project Planning Document to apply for the low-interest State of Michigan Drinking Water State Revolving Fund (DWSEF) lead services line loan assistance be adopted; and be it further

RESOLVED: That the City Engineer be authorized to act as the City's representative in this matter; and be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-241-26. RESOLVED: That all bids received for painting of the ceiling of Adray Arena are hereby rejected except the bid of Seaway Painting, LLC in an amount not to exceed \$97,180; be it further

RESOLVED: That the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That the contract term shall last until completion of the project; be it further

RESOLVED: That this contract shall be financed from the Facilities Fund, Recreation-Dearborn Ice Skating, Repairs and Maintenance, Building; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-242-26. RESOLVED: That all bids received for Short Form Video Production and Distribution are hereby rejected except the bid of Sole Films, LLC in an amount not to exceed \$60,000; be it further

RESOLVED: That the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That the contract term shall be for one (1) year with four (4) one-year renewal options available; be it further

RESOLVED: That this contract shall be financed from the General Fund, Communications - Administrative Division, Contractual Services/Other Services; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-243-26. RESOLVED: That all bids received for Armed Police Services at Camp Dearborn are hereby rejected except the bid of Milford Police Department in an amount not to exceed \$100,000; be it further

RESOLVED: That the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That the contract term shall be for three years beginning June 1, 2026 through May 31, 2029 with two (2) additional one-year renewals; be it further

RESOLVED: That this contract shall be financed from the General Fund, Recreation-Camp Dearborn General, Contractual Services/Other Services.

The resolution was unanimously adopted.

By Paris supported by Enos.

5-244-26. WHEREAS: Ordinance No. 05-1062, Section 2-568 (b) (6) b, authorizes sole source procurement in certain circumstances, and

WHEREAS: The Purchasing Agent has received a request for a sole source procurement from the Police Department; be it further

RESOLVED: Operator XD LLC be designated as a sole source for the purchase of the VR Training System; be it further

RESOLVED: That the Purchasing Agent be and is hereby authorized to enter into a purchase order for the aforementioned items; be it further

RESOLVED: That this purchase order shall be financed from the General Fund, Police Administration, Travel/Staff Training Expenses; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-245-26. WHEREAS: Ordinance No. 05-1062, Section 2-568 (b) 6 (b), authorizes sole source procurement in certain circumstances, and

WHEREAS: The Purchasing Agent has received a request from the Department of Public Works and Facilities for a sole source contract; therefore be it

RESOLVED: That Tyler Technologies be designated as a sole source for the purchase of Ongoing Software Maintenance for the Utility Division's Customer Information System in the amount of \$53,296 and that the Purchasing Agent be authorized to enter into a purchase order for the aforementioned items; be it further

RESOLVED: That this contract shall be valid through September 30, 2026; be it further

RESOLVED: That this contract shall be financed from the Water Fund, Public Works, Software Services budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-246-26. WHEREAS: The City presently has a contract with monday.com for an enterprise platform for sales CRM and work management, offering centralized project tracking and integrated data management, and

WHEREAS: The Purchasing Division received a request from the Innovation and Technology Department for a continuance of services, and

RESOLVED: That the contract for monday.com is hereby extended for six (6) months in an amount not to exceed \$44,880; be it further

RESOLVED: That this contract shall be financed from the Information Systems Fund, Technology and Innovation PC & Network Support, Professional Services, EDP Software Services.

The resolution was unanimously adopted.

By Paris supported by Enos.

5-247-26. RESOLVED: That Change Order No. 2 with Eminent Contracting, LLC which provides for street, alley, and sidewalk pavement replacement in the amount of \$643,488. is hereby approved; be it further

RESOLVED: That the City Engineer be authorized to execute it on behalf of the City; be it further

RESOLVED: That this Change Order shall be financed from the Local Streets, Public Works, Capital Project fund.

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by Paris.

5-248-26. WHEREAS: The Dearborn Police Department has been awarded a grant from the Michigan Commission on Law Enforcement Standards (MCOLES) Continuing Professional Education (CPE) fund, and

WHEREAS: The total Michigan Commission on Law Enforcement Standards (MCOLES) Grant award is in the amount of \$183,000 with no local match needed, and

WHEREAS: The funds are to support the implementation of required in-service training standards that are mandatory for all police officers in Michigan,

WHEREAS: The Police Department has requested that the Finance Director be authorized to recognize the grant revenue in the amount of \$183,000 in the General Fund, State, MCOLES CPE Training account 101-2410-330.04-16, and appropriate the same in General Fund, Police Administration, MCOLES CPE Training account 101-2410-515.58-15; therefore be it

RESOLVED: That the Finance Director be and is hereby authorized to recognize grant revenue in the amount of \$183,000 in the General Fund, State, MCOLES CPE Training account 101-2410-330.04-16 and appropriate the same in General Fund, Police Administration, MCOLES CPE Training account 101-2410-515.58-15; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Paris supported by Enos.

5-249-26. WHEREAS: The City currently has a cooperative contract with Sutphen Fire Engines (C.R. 7-344-23) for fire apparatus units, and

WHEREAS: Purchasing has received a request from the Fire Department to add \$62,135 for modifications to three Sutphen Fire apparatuses, and

WHEREAS: The Fire Department has requested that the Finance Director be authorized to appropriate \$62,135 in the Fleet & Equipment Replacement, Fire Division, Capital Expenditures fund, therefore be it

RESOLVED: That the additional expenditures to Sutphen Fire Engines be and are hereby authorized in the amount of \$62,135 for the necessary apparatus modifications; be it further

RESOLVED: That the Finance Director be and is hereby authorized to appropriate \$62,135 in the Fire & Equipment Replacement, Fire Division, Capital Expenditures fund; be it

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by Paris.

5-250-26. WHEREAS: Following the successful return of fireworks at Camp Dearborn in previous years, the Parks & Recreation Department is requesting to continue the tradition with three fireworks displays in 2026, and

WHEREAS: Offering fireworks displays at Camp Dearborn on three targeted dates can attract a larger camping audience, enrich their experience, and potentially increase revenue, and separate ourselves from our competition, and

WHEREAS: The three proposed dates for firework displays are May 23, July 3, and August 29, 2026, coinciding with holiday weekends with no rain dates; therefore be it

RESOLVED: That the Parks and Recreation Department be and are hereby authorized to conduct firework displays at Camp Dearborn on May 23, July 3, and August 29, 2026 with no rain dates; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by Paris.

5-251-26. WHEREAS: City Council passed C.R. 2-69-26 which confirmed and approved the 2025 Delinquent Miscellaneous and Special Assessment Roll in the amount of \$334,198.92, plus an additional 25% transfer fee, be spread onto the 2025 Tax Roll, and

WHEREAS: In accordance with City Charter, the Treasury Division mailed Delinquent Notices to all affected private properties and accepted \$88,601.08 in payments and adjustments through April 17, 2026 and certifies that the following amounts are still due to the City for the several services affecting private property as follows:

Demolition Legal Fees	\$14,650.00
Police False Alarms	24,200.00
Fire False Alarms	1,375.00
Litter	3,942.50
Nuisance Abatements	102,475.00
Ordinance Pickups	1,225.00
Recycle/Trash Carts	5,880.00

Snow Removal	430.00
Show Up Fee	11,990.00
Special Pickups Requested	1,450.00
Tall Vegetation	23,530.00
General Fund MR Penalty	10,549.29
SAD874 - West Parking Maint.	28,241.57
SAD875 - East Parking Maint.	1,695.80
Apron Bills w/Interest & Penalty	891.05
<u>Sewer Bills w/Interest & Penalty</u>	<u>13,072.63</u>
Total	245,597.84
25% Transfer Fee	61,399.47
Total to 2026 Tax Roll	\$306,997.31

AND

WHEREAS: The City of Dearborn Treasury Division requests that these delinquent items spread as the 2025 Special Assessment Roll for the 2026 Tax Roll as supported by the subsidiary Accounts Receivable systems; therefore be it

RESOLVED: That this Council does hereby confirm and approve the Final Delinquent Miscellaneous and Special Assessment Roll for 2025 for the serval services affecting private property in the amount of \$245,897.84, plus a 25% transfer fee in the amount of \$61,399.47 per Council Resolution 11-1102-02, for a final amount \$306,997.31 to be transferred onto the 2026 Tax Roll; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by Paris.

5-252-26. WHEREAS: In December 2019, an unavoidable overpayment of pension benefits in the amount of \$503.45 was made to Chapter 21 surviving beneficiary Ms. Madonna Omietanski, who passed away after the December payroll was processed, and

WHEREAS: The Finance Department created an invoice for the overpayment and made multiple attempts to collect the funds, and

WHEREAS: Having no further points of contact for Ms. Omietanski's affairs, the Finance Department requests approval to write-off the corresponding invoice in the amount of \$503.45 as uncollectable; therefore be it further

RESOLVED: The Finance Department is hereby authorized to write-off the outstanding invoice in the amount of \$503.45 from the Estate of Ms. Madonna Omietanski as uncollectable.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-253-26. WHEREAS: The City of Dearborn applied for and received a grant from the Ralph C. Wilson Jr. Legacy Fund for Design and Access, administered by the Community Foundation for Southeastern Michigan to improve accessibility at Camp Dearborn, and

WHEREAS: The total grant award is \$50,000 with no local match needed, and

WHEREAS: The grant will be utilized to replace the existing kayak launch with a universally accessible design that meets the current accessibility standard and expands access to the Huron River, and

WHEREAS: The Parks & Recreation Department has requested that the Finance Director be authorized to recognize grant revenue in the amount of \$50,000 in the General Capital Improvement, Contributions from Private Source in Project I20927 account and appropriate the same in the General Capital Improvement, Parks & Recreation, Camp Dearborn, Capital Project Support, Undistributed Appropriations in Project I20927 account; therefore be it further

RESOLVED: That the Finance Director be and is hereby authorized to recognize grant revenue in the amount of \$50,000 in the General Capital Improvement, Contributions from Private Source in Project I20927 account and appropriate the same in the General Capital Improvement, Parks & Recreation, Camp Dearborn, Capital Project Support, Undistributed Appropriations in Project I20928 account;

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-254-26. WHEREAS: The City presently has a contract with Resultant for Google Workspace, and

WHEREAS: The Purchasing Division received a request from the Innovation & Technology Department for a continuance for the next three (3) years in the amount of \$506,5000 annually, and

WHEREAS: Resultant has offered to extend the present contract prices through March 22, 2029; be it therefore

RESOLVED: That the contract for Google Workspace is hereby extended with Resultant through March 22, 2029 in an amount not to exceed \$1,519,500; be it further

RESOLVED: That this contract shall be financed from the Information System Fund, Technology & Innovation, PC & Network Services, Professional Services, EDP Software Services; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by Paris.

5-255-26. WHEREAS: The City presently has a contract with McCarthy & Smith and MCD Architects for Phase 3 Construction Services for the Esper and Bryant Libraries Renovation Project, and

WHEREAS: The Purchasing Division received a request from the Library Department for a continuance for the next Phase of Renovations in the amount of \$11,669,215, and

RESOLVED: That the contract for Phase 3 Construction Services for the Esper and Bryant Libraries Renovation Project is hereby extended with McCarthy & Smith and MCD Architects in an amount not to exceed \$11,669,215; be it further

RESOLVED: That this contract shall be financed from the Facility Fund, Libraries, Capital Project Support;

The Resolution was adopted upon a roll call vote as follows; Yeas: Abraham, Alsawfy, Enos, Hammoud, O'Reilly, Paris, and Sareini (7); Nays (0); Absent: (0).

By Enos supported by O'Reilly.

5-256-26. RESOLVED: That the minutes of the previous regular meeting of April 28, 2026 and the same are hereby approved as recorded and published.

The resolution was unanimously adopted.

By Paris supported by Enos.

5-257-26. RESOLVED: That the minutes of the previous special (open) meeting of April 30, 2026 and the same are hereby approved as recorded and published.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-258-26. RESOLVED: That the minutes of the previous special (open) meeting of May 6, 2026 and the same are hereby approved as recorded and published.

The resolution was unanimously adopted.

Councilmember Enos introduced Ordinance No. 26-1866 - "An Ordinance to Amend the Zoning Ordinance of the City of Dearborn by Amending Article 1.00, Entitled 'Short Title, Rules of Construction and Definitions', Article 7.00, Entitled 'Site Development Standards Applicable to Specified Users', Article 18.00, Entitled 'I-A, Light Industrial District', Article 19.00, Entitled 'I-B, Medium Industrial District', Article 20.00, Entitled 'I-C, Intensive Industrial District', and Article 21.00, Entitled 'I-D, General Industrial District'."

The Clerk read the Ordinance by title.

The President of the Council announced that this is the first reading of the Ordinance.

By Paris supported by O'Reilly.

5-29-26. RESOLVED: That proposed Ordinance No. 26-1866 be laid on the table.

The resolution was unanimously adopted.

Councilmember Enos left the Chambers at 9:26 P.M.

Councilmember Enos returned to the Chambers at 9:28 P.M.

Councilmember Enos introduced Ordinance No. 26-1867 - "An Ordinance to Amend the Water and Sewers Chapter (Chapter 19) of the Code of Ordinances of the City of Dearborn by amending Article I entitled 'In General', for rates effective July 1, 2026."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Paris supported by O'Reilly.

5-260-26. RESOLVED: That proposed Ordinance No. 26-1867 be laid on the table.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-261-26. WHEREAS: States and Kingdon, LLC has requested a special use of land approval and waiver of the City of Dearborn's noise ordinance in order to bring the "Red Bull Showrun" to Dearborn, featuring a motorsports demonstration on a course utilizing Parkland Boulevard and Executive Plaza Drive, and

WHEREAS: The event involves the obstruction of public property and roadway closures, it is not a permitted use by right and requires City Council the approval for a special use of land, be it

RESOLVED: That City Council has approved the special use of land to States and Kingdom, LLC for the "Red Bull Showrun" event to be held at 6 Parkland Boulevard from July 13-21, 2026, and be it further

RESOLVED: That the City Council has waived the City of Dearborn's noise ordinance for the duration of the event; and be it further

RESOLVED: That the approval of the special use of land is contingent on payment of fees, final approval of permit application materials, and passing all applicable inspections; and be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

Councilmember Abraham left the Chambers at 9:40 P.M.

Councilmember Abraham returned to the Chambers at 9:42 P.M.

By Paris supported by Enos.

5-262-26. RESOLVED: That all bids received for the Bryant Library Garden Hub Construction Project are hereby rejected except the bid of Key Construction Group, LLC in an amount not to exceed \$1,275,091 that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That this contract shall be financed from the Facility Fund, Libraries, Capital Project Support account; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-263-26. RESOLVED: That the Ashura Project be and are hereby granted permission to conduct their 12th Annual 'March for Justice' Procession/Rally on Sunday, June 28, 2026 from 10:00 A.M. to 2:00 P.M., subject to reimbursement of all City Services, and all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That the parade route shall be as follows: Beginning in the Fordson High School East Parking Lot, the march participants will proceed south, exiting the parking lot to the north side of Ford Road; turn right and head west along Ford Road (sidewalk & easement only) to the Ford Woods Park south parking lot entrance; turn right again and finish inside the park near the Comfort Station; be it further

RESOLVED: That City Council hereby authorizes assistance from the Police Department with traffic safety/crowd control for the entire duration of the parade route; be it further

RESOLVED: That City Council also authorizes the use of Ford Woods Park to conduct the event; be it further

RESOLVED: That the park will remain open to the public for use including the walking trail and the Ford Woods Pool will be closed for the day; be it further

RESOLVED: That the Police Department will bill the event organizers after the event for all charges incurred by the group, including rental of Ford Woods shelter, as well as charges from DPW for set-up and takedown of barricades and additional trash receptacles being provided for this special event; be it further

RESOLVED: That final approval of this event by City Administration and City Council is conditional upon The Ashura Project securing approval from the Dearborn Public Schools for use of the Fordson High School parking lot; be it further

RESOLVED: That the Noise Ordinance be and is hereby waived during the event times on Sunday, June 28, 2026, be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

Councilmember Enos left the Chambers at 9:48 P.M.

Councilmember Enos returned to the Chambers at 9:50 P.M.

By Paris supported by Enos.

5-264-26. WHEREAS: The Parks & Recreation Department has secured a three-year sponsorship award of the Recreation Showmobile and the new "Summer Sounds Music Concert Series" from Guernsey Farms Dairy, and

WHEREAS: The Guernsey Farms Dairy total sponsorship award is in the amount of \$40,000, and

WHEREAS: The Parks & Recreation Department has requested Council to recognize and appropriate \$10,000 for FY26 in sponsorship funds

WHEREAS: The Parks & Recreation Department has requested the Finance Director be authorized to recognize the sponsorship revenue in the amount of \$10,000 for FY26 in the General Fund, Recreation-Camp Dearborn, Camping/Publishing account, therefore be it

RESOLVED: That the City Council hereby recognizes and appropriates the \$10,000 award from Guernsey Farms Dairy for the sponsorship of the Recreation Showmobile and the new "Summer Sounds Music Concert Series at Camp Dearborn, be it further

RESOLVED: That the Finance Director be and is hereby authorized to recognize the sponsorship award of \$10,000 for FY26 in the General Fund, Recreation-Camp Dearborn, Camping/Publishing account.

The resolution was unanimously adopted.

By Enos supported by O'Reilly.

5-265-26. WHEREAS: The City of Dearborn has the opportunity to purchase the following property:

Lot 197, F & PM Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County Records.

Tax I.D. 82-10-172-06-007
Commonly known as 5120 Porath, Dearborn, MI 48126

,and

WHEREAS: The Seller, Foaad Al-Hassan, has agreed to accept the negotiated sale price of \$275,000, subject to City Council approval. The Assessor's opinion of the value of the property is \$151,000, and

WHEREAS: Given the significance of 5120 Porath to the City's future plans for the Eugene-Porath area, it is recommended that Council approves the purchase of this property despite the Assessor's lower valuation. The City has, for many years, been purchasing and land banking properties in the Eugene-Porath area with the intent to redevelop the land. The proposed purchase of 5120 Porath is a continuation of this effort. A public purpose will also therefore be served by the acquisition of this property, and

WHEREAS: As a condition of the sale, the seller will remain in the property as lessee for a period not to exceed sixty (60) days following closing. No rent will be payable from Mr. Al-Hassan to the City. Seller will pay for all utility and maintenance bills during the 60-day period, including, but not limited to, electricity, gas, water and sewage, lawn and landscaping maintenance, snow and ice removal, as well as all municipal, county, and state taxes assessed during the term of the lease. All terms and conditions of the rental agreement are memorialized in a separate lease agreement between the City and seller, and

WHEREAS: Under the terms of the Purchase Agreement, the City will purchase the property in an "as is" condition subject to the existing building and use restrictions, easements, and zoning ordinances, and

WHEREAS: The seller will pay for the costs associated with the title insurance policy, State and County transfer taxes, and seller's closing fees owed to the Title Company. The City will pay for the costs associated with the survey, if any, document recording fees, inspection and compliance fees, and the City's closing fees owed to the Title Company, and

WHEREAS: The closing will occur within 60 days following delivery of the commitment for the title insurance policy, and

WHEREAS: Based upon the foregoing, it is recommended that City Council approves the purchase of 5120 Porath for \$275,000. It is further recommended that the Mayor and Corporation Counsel or his designee be authorized to execute documents necessary to effectuate the purchase, and

WHEREAS: It is also recommended that the Finance Director be authorized and directed to issue his proper warrant in the amount of \$275,000 for the purchase price and up to an additional \$25,000 for closing and demolition costs. Funding for this purchase and subsequent costs shall be from Account 401-6100-435.71-10, Project A40000; therefore be it

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

Lot 197, F & PM Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County Records.

Tax I.D. 82-10-172-06-007
Commonly known as 5120 Porath, Dearborn, MI 48126

from the owner thereof for the sum of \$275,000, and up to \$25,000 in closing and demolition costs, subject to prorations and adjustments shown on the closing statement, upon the seller furnishing to the City a title insurance policy showing marketable title and a properly executed deed approved by Corporation Counsel or his designee; be it further

RESOLVED: That under the terms of the Purchase Agreement, the City will purchase the property in an "as is" condition subject to the existing building and use restrictions, easements, and zoning ordinances; be it further

RESOLVED: That as a condition of the sale, the seller will remain in the property as lessee for a period not to exceed sixty (60) days following closing. No rent will be payable from Mr. Al-Hassan to the City. Seller will pay for all utility and maintenance bills during the 60-day period, including, but not limited to, electricity, gas, water and sewage, lawn and landscaping maintenance, snow and ice removal, as well as all municipal, county, and state taxes assessed during the term of the lease. The terms and conditions of the rental agreement are memorialized in a separate lease agreement between the City and seller; be it further

RESOLVED: That the seller will pay for the costs associated with the title insurance policy, State and County transfer taxes, and seller's closing fees owed to the Title Company. The City will pay for the costs associated with the survey, if any, document recording fees, inspection and compliance fees, and the City's closing fees owed to the Title Company; be it further

RESOLVED: That closing will occur within 60 days following delivery of the commitment for the title insurance policy; be it further

RESOLVED: That a public purpose will be served by the acquisition of this property as the City has, for many years, been purchasing and land banking properties in the Eugene-Porath area with the intent to redevelop the land. The purchase of 5120 Porath is a continuation of this effort; be it further

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

RESOLVED: That the Finance Director be and is hereby authorized and directed to issue his proper warrant in the amount of \$275,000, and up to \$25,000 in closing and demolition costs, subject to adjustments, if any, as shown on the closing statement reviewed and approved by Corporation Counsel or his designee, drawn upon Account 401-6100-435.71-10, Project A40000; be it further

RESOLVED: That this resolution be given immediate effect.

The Resolution was adopted upon a roll call vote as follows; Yeas: Abraham, Alsawfy, Enos, Hammoud, O'Reilly, and Sareini (6); Paris (1); Absent: (0).

By Enos supported by O'Reilly.

5-266-26. WHEREAS: The City of Dearborn has the opportunity to purchase the following property:

Lot 221, F & PM Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County Records.

Tax I.D. 82-10-172-05-019
Commonly known as 5045 Porath, Dearborn, MI 48126

, and

WHEREAS: The Seller, Aaron Aldridge, has agreed to accept the negotiated sale price of \$250,000, subject to City Council approval. The Assessor's opinion of the value of the property is \$121,000, and

WHEREAS: Given the significance of 5045 Porath to the City's future plans for the Eugene-Porath area, it is recommended that Council approves the purchase of this property despite the Assessor's lower valuation. The City has, for many years, been purchasing and land banking properties in the Eugene-Porath area with the intent to redevelop the land. The proposed purchase of 5045 Porath is a continuation of this effort. A public purpose will also therefore be served by the acquisition of this property, and

WHEREAS: Under the terms of the Purchase Agreement, the City will purchase the property in an "as is" condition subject to the existing building and use restrictions, easements, and zoning ordinances, and

WHEREAS: The seller will pay for the costs associated with the title insurance policy, State and County transfer taxes, and seller's closing fees owed to the Title Company. The City will pay for the costs associated with the survey, if any, document recording fees, inspection and compliance fees, and the City's closing fees owed to the Title Company, and

WHEREAS: The closing will occur within 60 days following delivery of the commitment for the title insurance policy, and

WHEREAS: Based upon the foregoing, it is recommended that City Council approves the purchase of 5045 Porath for \$250,000. It is further recommended that Corporation Counsel or his designee be authorized to execute documents necessary to effectuate the purchase, and

WHEREAS: It is also recommended that the Finance Director be authorized and directed to issue his proper warrant in the amount of \$250,000 for the purchase price and up to an additional \$25,000 for closing and demolition costs. Funding for this purchase and subsequent costs shall be from Account 401-6100-435.71-10, Project A40000; therefore, be it

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

Lot 221, F & PM Park Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 16, Page 43 of Plats, Wayne County Records.

Tax I.D. 82-10-172-05-019
Commonly known as 5045 Porath, Dearborn, MI 48126

from the owner thereof for the sum of \$250,000, and up to \$25,000 in closing and demolition costs, subject to prorations and adjustments shown on the closing statement, upon the seller furnishing to the City a title insurance policy showing marketable title and a properly executed deed approved by Corporation Counsel or his designee; be it further

RESOLVED: That under the terms of the Purchase Agreement, the City will purchase the property in an "as is" condition subject to the existing building and use restrictions, easements, and zoning ordinances; be it further

RESOLVED: That the seller will pay for the costs associated with the title insurance policy, State and County transfer taxes, and seller's closing fees owed to the Title Company. The City will pay for the costs associated with the survey, if any, document recording fees, inspection and compliance fees, and the City's closing fees owed to the Title Company; be it further

RESOLVED: That closing will occur within 60 days following delivery of the commitment for the title insurance policy; be it further

RESOLVED: That a public purpose will be served by the acquisition of this property as the City has, for many years, been purchasing and land banking properties in the Eugene-Porath area with the intent to redevelop the land. The purchase of 5045 Porath is a continuation of this effort; be it further

RESOLVED: That Corporation Counsel or his designee is hereby authorized to execute documents on behalf of the City of Dearborn to effectuate this purchase; be it further

RESOLVED: That the Finance Director be and is hereby authorized and directed to issue his proper warrant in the amount of \$250,000, and up to \$25,000 in closing and demolition costs, subject to adjustments, if any, as shown on the closing statement reviewed and approved by Corporation Counsel or his designee, drawn upon Account 401-6100-435.71-10, Project A40000; be it further

RESOLVED: That this resolution be given immediate effect.

The Resolution was adopted upon a roll call vote as follows; Yeas: Abraham, Alsawfy, Enos, Hammoud, O'Reilly, and Sareini (6); Paris (1); Absent: (0).

By Alsawafy supported by Paris.

5-267-26. RESOLVED: That City Council hereby concurs in the Mayor's appointment of Lola Elzein to the West Dearborn Downtown Development Authority with a term ending June 30, 2030; be it further

RESOLVED: That failure of a multi-member body appointee to possess the required qualifications for appointment by this charter or law shall result in that members immediate vacancy from the multi-member body to which they were appointed; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

The Council President opened the floor to public comment.

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 10:26 P.M.

APPROVED:

President of the Council

ATTESTED:

City Clerk

SPECIAL MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

May 19, 2026

The Council convened at 6:36 P.M., President of the Council Michael Sareini presiding. Present at roll call were Councilmembers Abraham, Enos, Hammoud, Paris and President of the Council Sareini (5); Absent: Alsawafy and O'Reilly (2). A quorum being present, the Council was declared in session.

DATE : March 12, 2026
TO : City Clerk
FROM : City Council
SUBJECT : Special Meeting of the City
Council

Please be advised that a Special Meeting of the City Council has been called by Council President Sareini and Council President Pro Tem Alsawafy to be held on Thursday, May 19, 2026 at 6:30 p.m., in the Council Chambers, at the Dearborn Administrative Center, 16901 Michigan Ave., Dearborn, Michigan, for the following purpose:

1. To conduct a Public Hearing to discuss the proposed Fiscal Year 2026-2027 Budget and the 2026 City tax rate and,
2. To consider such other items of business that may properly come before the Council in relation to this matter.

S// Mike Sareini
COUNCIL PRESIDENT

S// Kamal Alsawafy
COUNCIL PRESIDENT PRO TEM

By Enos supported by Hammoud.

5-229-26. RESOLVED: That the Public Hearing to discuss the proposed Fiscal Year 2026-2027 Budget and the 2026 City Tax Rate Pursuant to the requirement contained in Section 2-517 of the City Code be opened at 6:36 P.M.

The resolution was unanimously adopted.

Council President Pro Tem Alsawfy entered the Chambers at 6:37 P.M.

Councilmember Abraham entered the Chambers at 6:51 P.M.

By Alsawafy supported by Enos.

5-230-26. RESOLVED: That the Public Hearing to discuss the proposed Fiscal Year 2026-2027 Budget and the 2026 City Tax Rate Pursuant to the requirement contained in Section 2-517 of the City Code be terminated at 7:19 P.M.

The resolution was unanimously adopted.

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 7:19 P.M.

APPROVED:

President of the Council

ATTESTED:

City Clerk

SPECIAL MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN
(CLOSED)

May 20, 2026

The Council convened at 5:32 P.M., President of the Council Michael Sareini presiding. Present at roll call were Councilmembers Abraham, Alsawafy, Enos, Hammoud, O'Reilly, Paris, and President of the Council Sareini (7); Absent: None (0). A quorum being present, the Council was declared in session.

TO : City Clerk
FROM : City Council
RE : Special Meeting of the Council
(Closed Session)
NOTICE
DATE : May 8, 2026

You are hereby requested to call a Special Meeting of the City Council, to be held at 5:30 p.m. on May 20, 2026, in Conference Room 1-B, of the Dearborn Administrative Center, 16901 Michigan Ave., Dearborn, Michigan, for the following purpose: The Special Meeting shall be a "closed session" of the City Council in accordance with the provisions of Act No. 267, P.A. of 1976, as amended, (Open Meetings Act) Section 8(h) "to consider material exempt from discussion or disclosure by state or federal law, which exempts from public disclosure information or records subject to the attorney-client privilege."

Minutes of the closed session shall be kept in accord with the provisions of Act No. 267, P.A. of 1976, as amended, Section 7 requiring: "A separate set of minutes shall be taken by the Clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the Clerk of the public body, shall not be available to the public, and shall only be disclosed if required by civil action filed under Section 10, 11 or 13."

To ensure technical compliance with the provisions of the Open Meetings Act--Section 7(1)-- the City Council shall formally convene at 5:30 p.m. on Wednesday, May 20, 2026, in Conference Room 1-B of the Dearborn Administrative Center for purposes of authorizing the "closed session."

S//Council President Sareini

S//Councilmember Paris

By Enos supported by Paris.

5-269-26. RESOLVED: That this Council enter into a closed session at 5:33 P.M.

The resolution was adopted as follows; Yeas: Abraham, Alsawafy, Enos, Hammoud, O'Reilly, Paris, and Sareini (7); Nays: None (0); Absent: None (0).

By Alsawafy supported by O'Reilly.

5-270-26. RESOLVED: That this Council withdraw from the closed session at 5:58 P.M.

The resolution was adopted as follows; Yeas: Abraham, Alsawafy, Enos, Hammoud, O'Reilly, Paris, and Sareini (7); Nays: None (0); Absent: None (0).

By Enos supported by Paris.

5-271-26. WHEREAS: On May 20, 2026, the City requested to enter closed session "to consider material exempt from discussion or disclosure by state or federal law, which exempts from public disclosure information or records subject to the attorney-client privilege"; therefore be it

RESOLVED: That the City Council hereby accepts the recommendation of Corporation Counsel as discussed in closed session; be it further

RESOLVED: That the City Council hereby approves Corporation Counsel to advance it recommendation as discussed in closed session.

The resolution was adopted as follows; Yeas: Abraham, Alsawafy, Enos, Hammoud, O'Reilly, Paris, and Sareini (7); Nays: None (0); Absent: None (0).

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 5:59 P.M.

APPROVED:

President of the Council

ATTESTED:

City Clerk

SPECIAL MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

May 20, 2026

The Council convened at 6:02 P.M., President of the Council Michael Sareini presiding. Present at roll call were Councilmembers Abraham, Alsawafy, Enos, Hammoud, O'Reilly, Paris, and President of the Council Sareini (7); Absent: None (0). A quorum being present, the Council was declared in session.

DATE : March 12, 2026
TO : City Clerk
FROM : City Council
SUBJECT : Special Meeting of the City Council

Please be advised that a Special Meeting of the City Council has been called by Council President Sareini and Council President Pro Tem Alsawafy to be held on Wednesday, May 20, 2026 at 6:00 p.m., in the Council Chambers, at the Dearborn Administrative Center, 16901 Michigan Ave., Dearborn, Michigan, for the following purpose:

1. To consider and take action concerning the proposed Fiscal Year 2026-2027 Budget and the 2026 City Tax Rate pursuant to the requirement contained in Section 2-517 of the City Code, and
2. To consider such other items of business that may properly come before the Council in relation to this matter.

S// Michael Sareini
COUNCIL PRESIDENT

S// Kamal Alsawafy
COUNCIL PRESIDENT PRO TEM

By Abraham supported by Alsawafy.

5-272-26. RESOLVED: That estimates of anticipated revenues and proposed appropriations are hereby adopted as contained in the accompanying summary documents as follows; be it further

RESOLVED: Estimates of revenues are approved in total and appropriations are hereby authorized at the department level (lump sum) within the General Fund,

except: the Camp Dearborn, Mystic Creek Golf Course, and Dearborn Hills Golf Course appropriations are authorized for each at the Recreation Division level and budget can only be reallocated from or to each of these Recreation Divisions with prior approval by the City Council,

except: the Police Department-Dispatch Division appropriations are authorized at the Division level and budget can only be reallocated from or to this Division with prior approval by the City Council, be it further

except: the City Clerk Election Division appropriations are authorized at the Division level and budget can only be reallocated from or to this Division with prior approval by the City Council, be it further

RESOLVED: That the Director of Finance may automatically appropriate fund balance for leave time payouts exceeding budget with notice to be filed with the City Council within five business days; be it further

RESOLVED: Estimates of revenues are approved in total and appropriations for remaining Governmental funds are approved in total for each fund (lump sum), including the Major Street and Trunkline Fund, Local Street Fund, Indigent Defense Fund, Drug Law Enforcement Fund, Library Fund, Community Development Fund, the Opioid Settlement Fund, and General Capital Improvement Fund; be it further

RESOLVED: Estimates of revenues and appropriations for the East Dearborn Downtown Development Authority, the West Dearborn Downtown Development Authority, the Brownfield Redevelopment Authority, Dix-Vernor Business District Improvement Authority, and the Warren Business District Improvement Authority are approved in total for each component unit; be it further

RESOLVED: That the Director of Finance may automatically establish revenue budgets and corresponding appropriations based on actual receipts for the Designated Purposes Fund, the Drug Law Enforcement Fund and the Opioid Settlement Fund; be it further

RESOLVED: That the Director of Finance may automatically establish revenue budgets and corresponding appropriations-based reimbursements received in relation to capital projects; be it further

RESOLVED: Enterprise, Internal Service and Fiduciary Funds including the Water Fund, Sewer Fund, Seniors Apartment Operating Fund, Information Systems Fund, Facilities Fund, Fleet and Equipment Replacement Fund, Employee Insurance Fund, Fleet and General Liability Insurance Fund, Workers' Compensation Fund, Retiree Death Benefit Fund, Post Employment Health Care Fund, and the three closed Defined Benefit Pension System Funds are authorized to operate as determined by activity levels (lump sum), within constraints of anticipated revenues and available surplus in accordance with law, and budget modifications approved by the Mayor and periodically reported to City Council; be it further

RESOLVED: That unexpended appropriations within all funds and component units will be automatically rolled forward only for support of one-time outlays necessary for support of special programs or projects as designated by the Director of Finance with approval of the Mayor and for multi-year appropriations such as projects and grants, as previously authorized. Ongoing routine purchases for delivery in the new fiscal year shall be financed from the fiscal 2026-2027 budget; be it further

RESOLVED: To establish project appropriations as recommended by the Capital Improvement Coordinating Committee and approved by the City Plan Commission, the Council hereby authorizes the Department of Finance to make any necessary transfers or reallocations to establish, augment or close project appropriations as listed on the Capital Improvement Plan; be it further

RESOLVED: To permit timely implementation of proposed projects including work to start with the current construction season, the proposed project appropriations contained with the Capital Improvement section of the budget are herewith given immediate effect; be it further

RESOLVED: Within the General Capital Improvement Fund, interest earnings and other revenue shall be first used to support capital project appropriations up to the amounts herein authorized after which they shall be credited to unallocated fund balance, for possible appropriation and project amendments at the Council's discretion; be it further

RESOLVED: Effective January 1, 2027, retirees over age 65 with household incomes at or below 250% the Federal Poverty Level ("FPL") will be eligible to seek reimbursement for medical bills up to \$500 for a single individual or \$1,000 per household of two or more.

- Pursuant to the United States Department of Agriculture ("USDA"), whose calculations of the federal poverty level are shared across public assistance programs, including cash, medical, and food assistance, the following are income guidelines for 2025-2026:
 - 250% federal poverty level (household of 1): \$39,125 annually
 - 250% federal poverty level (household of 2): \$52,875 annually; be it further

RESOLVED: To be eligible for the hardship program applications must include the applicants most recent tax return for income verification or income statements from pension, social security, or other income sources and be submitted, with appropriate billing documentation, to the Payroll and Benefits Division of the City of Dearborn Finance Department; be it further

RESOLVED: The hardship program will be reviewed jointly by the Council and Administration annually during budget review; be it further

RESOLVED: Consistent with the legislative power and authority conferred on the Council by Charter to exercise all legislative duties, the Executive Department will not prevent the Legislative Department from filling a budgeted vacant position within the Council office; be it further

RESOLVED: That the amounts to be raised by taxation are those detailed in the accompanying estimates of revenue and that the tax rates for the July 1, 2026 levy in support of the 2026-2027 General Fund and Library Fund budgets shall be as follows:

for purposes of financing general operations, capital outlay, capital improvements, non-voted debt service and contingencies as detailed in department budgets and supporting documents summarized herewith, pursuant to City Charter and applicable state law: **\$15.0000** mills;

for garbage and rubbish collection and disposal authorized by P.A. 298 of 1917 as amended: **\$2.1100** mills;

for purposes of financing the Library Fund as approved by voters in November, 2021 and authorized by City Council summarized herewith: **\$1.5400** mills;

The total of 2026 Summer City Tax millage is to be **\$18.6500** mills; and be it further

RESOLVED: That the amounts to be raised by taxation, as also detailed in the accompanying estimates of revenue and that the tax rate for the December 1, 2026 levy in support of the federally mandated 2026-2027 Combined Sewer Overflow (CSO) debt service budget shall be as follows:

for purposes of financing General Obligation Combined Sewer Overflow (CSO) debt as approved by voters in November, 2004 summarized herewith: **\$ 3.8200** mills.

for purposes of financing General Obligation Combined Sewer Overflow (CSO) debt as approved by voters in August, 2018 summarized herewith:
\$ 0.4300 mills.

The total of the 2026 Winter CSO Tax millage is to be **\$4.2500** mills.

BE IT FURTHER

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 6:10 P.M.

APPROVED:

President of the Council

ATTESTED:

City Clerk

SPECIAL MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

May 27, 2026

The Council convened at 6:05 P.M., President of Council Michael Sareini presiding. Present at roll call were Councilmembers Abraham, Alsawafy, Enos, Hammoud, and President of the Council Sareini (5); Absent: O'Reilly and Paris (2). A quorum being present, the Council was declared in session.

NOTICE

DATE : May 22, 2026

TO : City Clerk

FROM : City Council

SUBJECT : Special Meeting of the City Council

Please be advised that a Special Meeting of the City Council has been called by Council President Sareini and Councilmember Enos to be held on Wednesday, May 27, 2026 at 6:00 p.m. in Council Room 1D of the Dearborn Administrative Center, 16901 Michigan Avenue, Dearborn, Michigan, for the following purpose:

1. To consider a second reading and approval of the ORDINANCE ON THE TABLE, Ordinance No. 26-1866, -- "An Ordinance to Amend the Zoning Ordinance of the City of Dearborn by Amending Article 1.00, Entitled 'Short Title, Rules of Construction and Definitions', Article 7.00, Entitled 'Site Development Standards Applicable to Specified Uses'. Article 18.00, Entitled 'I-A Light Industrial District', Article 19.00, Entitled 'I-B, Medium Industrial District', Article 20.00, Entitled 'I-C, Intensive Industrial District', and Article 21.00, Entitled 'I-D, General Industrial District'."

2. To consider such other items of business that may properly come before the Council in relation to this matter.

S/Michael T. Sareini
Council President

S/Gary A. Enos
Councilmember

By Hammoud supported by Enos.

5-273-26. RESOLVED: That Ordinance No. 26-1866 be taken from the table and placed upon its final reading.

The resolution was unanimously adopted.

The Clerk then read the Ordinance No. 26-1866 entitled, "An Ordinance to Amend the Zoning Ordinance by Amending Article 1.00, Entitled 'Short Title, Rules of Construction and Definitions', Article 7.00, Entitled 'Site Development Standards Applicable to Specified Uses'. Article 18.00, Entitled 'I-A Light Industrial District', Article 19.00, Entitled 'I-B, Medium Industrial District', Article 20.00, Entitled 'I-C, Intensive Industrial District', and Article 21.00, Entitled 'I-D, General Industrial District'."

The President of the Council announced that this was the final reading of the Ordinance.

The President of the Council then put the question, "Shall this Ordinance pass?"

The Ordinance was adopted as follows: Yeas: Abraham, Alsawafy, Enos, Hammoud, and Sareini (5), Nays: None (0), Absent: O'Reilly and Paris (2).

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 6:27 P.M.

APPROVED:

PRESIDENT OF THE COUNCIL

ATTESTED:

CITY CLERK

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Item 4

Item 5

Item 6

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