REGULAR MEETING OF THE COUNCIL

September 22, 2026

AGENDA

1. ROLL CALL

2. INVOCATION BY Pastor Marvin Miles of the International Gospel Center.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

5. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving all items on the consent agenda and requesting immediate effect.

CONSENT AGENDA

6. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY – Authorizing the use of two (2) on-street parking spaces (approximately 423 sq. ft.) for the Outdoor Seating Platform Program on the West side of Monroe St. south of Michigan Ave., adjacent and in partnership with The Great Commoner, for the term of one-year, in the total amount of $1,234.50 and requesting immediate effect.

7. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Authorizing Change Order No. 1 with Eminent Excavating, LLC (C.R. 6-306-26) in the amount of $168,570 for Water Main Replacement and Asphalt Street Resurfacing-Phase 2-2025 (Dearborn Job No. 2024-018) and requesting immediate effect.

8. RESOLUTION BY COUNCILMEMBERS O'REILLY AND PARIS – Authorizing Change Order No. 3 with Al's Asphalt Paving Company (C.R. 9-512-24) in the amount of $176,000 for DAC Staff Parking Lot and Street Asphalt Resurfacing-Phase 1-2024 (Dearborn Job No. 2024-024) and requesting immediate effect.

9. RESOLUTION BY COUNCILMEMBERS ENOS AND O'REILLY – Authorizing an Emergency purchase from BELFOR (1-800-BOARDUP) in the amount of $40,522 for Emergency Safety Measures for the Garrison St. Parking structure and requesting immediate effect.

10. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND HAMMOUD – Authorizing a cooperative contract purchase from Alta Equipment Company, through the MiDeal Cooperative Program, in the amount of $172,885 for two (2) Bandit Intimidator 12XPC Brush Chippers and one (1) Bandit 3100 Towable Stump Grinder for the Department of Public Works and Facilities; also authorizing the Chief Financial Officer to appropriate Fleet Reserve balance in the amount of $172,885 for this purchase and requesting immediate effect.

11. RESOLUTION BY COUNCILMEMBERS PARIS AND HAMMOUD – Authorizing a cooperative contract purchase from Lunghamer Ford, through the State of MI Extended Purchasing Program, in the amount of $183,964 for the purchase of Four (4) Model-Year 2027 Ford Explorer Patrol Vehicles for the Police Department and requesting immediate effect.

12. RESOLUTION BY COUNCILMEMBERS ENOS AND PARIS – Authorizing a cooperative contract purchase from Lunghamer Ford, through the State of MI Extended Purchasing Program, in the amount of $103,374 for the purchase of two (2) Model-Year 2027 Enhanced Ford F-150 Responders for the Fire Department and requesting immediate effect.

13. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ENOS – Authorizing to to extend the sole source contract with Constellation Energy (C.R. 8-291-20) for Natural Gas Purchases, in order to lock in a fixed rate of $3.786/Dth for the length of the five-year contract, valid from November 2026 through October 2031 and requesting immediate effect.

14. RESOLUTION BY COUNCILMEMBERS PARIS AND ENOS – Authorizing the Chief Financial Officer to recognize and appropriate Emergency General Fund fund balance in the amount of $75,022 to pay invoices related to the Parking Structure collapse response on February 6, 2026 at 19853 Outer Dr. (Dearborn Fire Department Run #2026-1794) and requesting immediate effect.

15. RESOLUTION BY COUNCILMEMBERS O'REILLY AND ALSAWAFY – Authorizing the Economic Development Director to submit the Transportation Alternatives Program (TAP) Grant Application for Warren Avenue Safety and Streetscape Enhancements, with funding in an amount up to $625,000 by the TAP Grant, and the City's 20% matching requirement in the amount of $125,000 being provided by CDBG-DR Green Infrastructure and requesting immediate effect.

16. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND PARIS – Authorizing the first amendment to the lease agreement with Abdo Munaser & Sons, LLC, owner of Arabian Village Market located at 10040 Dix Ave., by extending the term for one (1) additional five-year period, through September 30, 2031, to continue to utilize 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Ave.; also authorizing to establish an increase to the lease rate in the approximate annual amount of 5% and an increase in the annual administrative fees from $200 to $300 and requesting immediate effect.

17. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND O'REILLY – Adopting the Tentative Agreement between the City of Dearborn and the Police Officers Association of Michigan (POAM) representing the Dearborn Police Lieutenants and Sergeants ("Union") effective July 1, 2026 through June 30, 2031 and requesting immediate effect.

18. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY – Approving the request of Hussein Yassine, Controller and Operator for Fairlane Family Park LLC (Launch Dearborn), 293 N. Charlesworth St., Dearborn Heights, MI 481027, for Exhibitor and Amusement Device Licenses to provide games of chance in their business establishment located at 5901 Mercury Drive and requesting immediate effect.

END OF CONSENT AGENDA

19. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ENOS – Approving the minutes of the previous regular meeting of September 8, 2026.

20. ORDINANCE ON THE TABLE – ORDINANCE NO. 26-1872 – "An Ordinance to Amend Section 9.02 of Ordinance No. 06-1111 of the City of Dearborn by Rezoning the Property Located at 7100 Freda St. from an RE (Multiple Family Residential District) and VP (Vehicular Parking District) to the RE (Multiple Family Residential District) classification."
RESOLUTION BY COUNCILMEMBERS ENOS AND HAMMOUD – To take from the table for its final reading.

21. ORDINANCE ON THE TABLE – ORDINANCE NO. 26-1873 – "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', and Article 2.00, Entitled 'General Provisions'."
RESOLUTION BY COUNCILMEMBERS HAMMOUD AND O'REILLY – To take from the table for its final reading.

22. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND ALSAWAFY – Approving the State of Michigan Hazard Mitigation Assistance Grant agreement for Phase II of the Flood Control Project (Dearborn Job No. 2024-020) in the amount of $8,174,092.50 with the local match in the estimated amount of $908,232.50, subject to Legal review; also authorizing the Mayor to sign the agreement and all required documents on behalf of the City and authorizing the Chief Financial Officer to recognize and appropriate the grant reimbursements and requesting immediate effect.

23. RESOLUTION BY COUNCILMEMBERS HAMMOUD AND O'REILLY – Awarding a cooperative contract to Landscape Structures, through the Sourcewell Cooperative Program, in the amount of $2,303,361 for Playground Renovations at Levagood Park and Oak Park; also authorizing the Chief Financial Officer to appropriate General Fund fund balance in the amount of $2,117,887 as a transfer to the General Capital Improvement Fund, and to recognize and appropriate the transfer in the same amount in Projects I26527 and I26528 and requesting immediate effect.

24. RESOLUTION BY COUNCILMEMBERS ENOS AND O'REILLY – Awarding a two-year contract to MI Bright Lights for Holiday Lighting Installation and Maintenance at the Ford Community & Performing Arts Center and Peace Parks East & West in the total amount of $119,502.33 for FY2027 and in the total amount of $100,793.33 for FY2028.

25. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND PARIS – Authorizing the Finance Director to recognize the Michigan Commission on Law Enforcement Standards (MCOLES) Public Safety Academy Assistance Program Grant awarded to the Dearborn Police Department in the amount of $40,000 in account 101-2410-330.04-90 and appropriate the same in account 101-2410-511.10-10 and requesting immediate effect.

26. RESOLUTION BY COUNCILMEMBERS ALSAWAFY AND ENOS – Authorizing the Mayor's Office to renew the City-wide membership with the Conference of Western Wayne (CWW) for Fiscal Year 2026-2027 in the amount of $12,185.

27. RESOLUTION BY COUNCILMEMBERS ABRAHAM AND ENOS – Concurring in the appointment of Lila Kadaj to the City Beautiful Commission with a term ending June 30, 2029.

<u>PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS</u>

CITY CLERK'S OFFICE

TO: CITY COUNCIL

FROM: GEORGE T. DARANY, CITY CLERK

SUBJECT: REQUEST OF FAIRLANE FAMILY PARK LLC (LAUNCH DEARBORN), 5901 MERCURY DRIVE, SUITE 101, FOR APPROVAL OF EXHIBITOR AND AMUSEMENT DEVICE LICENSES

DATE: SEPTEMER 17, 2026

Hussein Yassine, Controller for Fairlane Family Park LLC (Launch Dearborn), submitted to the Clerk's Office an application for the following City licenses: 27 Exhibitor Equipment/Device License (arcade games).

Section 12.506 of the Licensing Chapter (12) of the Code of Ordinances of the City of Dearborn dictates that the City Clerk shall refer every application for an Exhibitor (within their own business) or Distributor (places their machines in other businesses) License to City Council for approval or denial. The Code also states that the Clerk must first receive approval from the following departments: Police, Fire, Building and Safety (ED), and the Treasurer. The Clerk has received emails from all 4 departments with approvals, if at least conditionally.

According to Section 12.506(5), in granting or denying the application, the council shall consider the following:

a. Will the proposed use alter the surrounding business area or its environment?
b. Will the proposed use adversely affect the quiet enjoyment of the property in the immediate area?
c. Will the proposed use adversely affect traffic conditions so as to create a nuisance?
d. Will the proposed use create a safety hazard for individuals in the surrounding area?
e. Will the proposed use be in violation of any city ordinance?

Respectfully Submitted,

George T. Darany

George T. Darany
Dearborn City Clerk

Application for a Business License

George T. Darany, City Clerk
City of Dearborn, 16901 Michigan Ave. Ste. 11, Dearborn, MI 48126
313-943-2010

☐ Existing Business New Owner ☒ New Business

6/15/26
Date of Application

Name of Owner/Applicant: Hussein Yassine

Street address of Owner: 293 n charlesworth st

City, State, Zip: Dearborn Heights, MI, 48127

Owner's phone number: 313-888-8878 Email Unitedcenter313@gmail.com

Name of Business to be licensed: Fairlane Family Park LLc Launch Dearborn

Street Address of Business: 5901 Mercury Drive Suite 101

City, State, Zip: Dearborn, MI, 48126

Business phone number: 313-488-1821

HAVE YOU APPLIED FOR A CERTIFICATE OF OCCUPANCY? ☒ Yes ☐ No

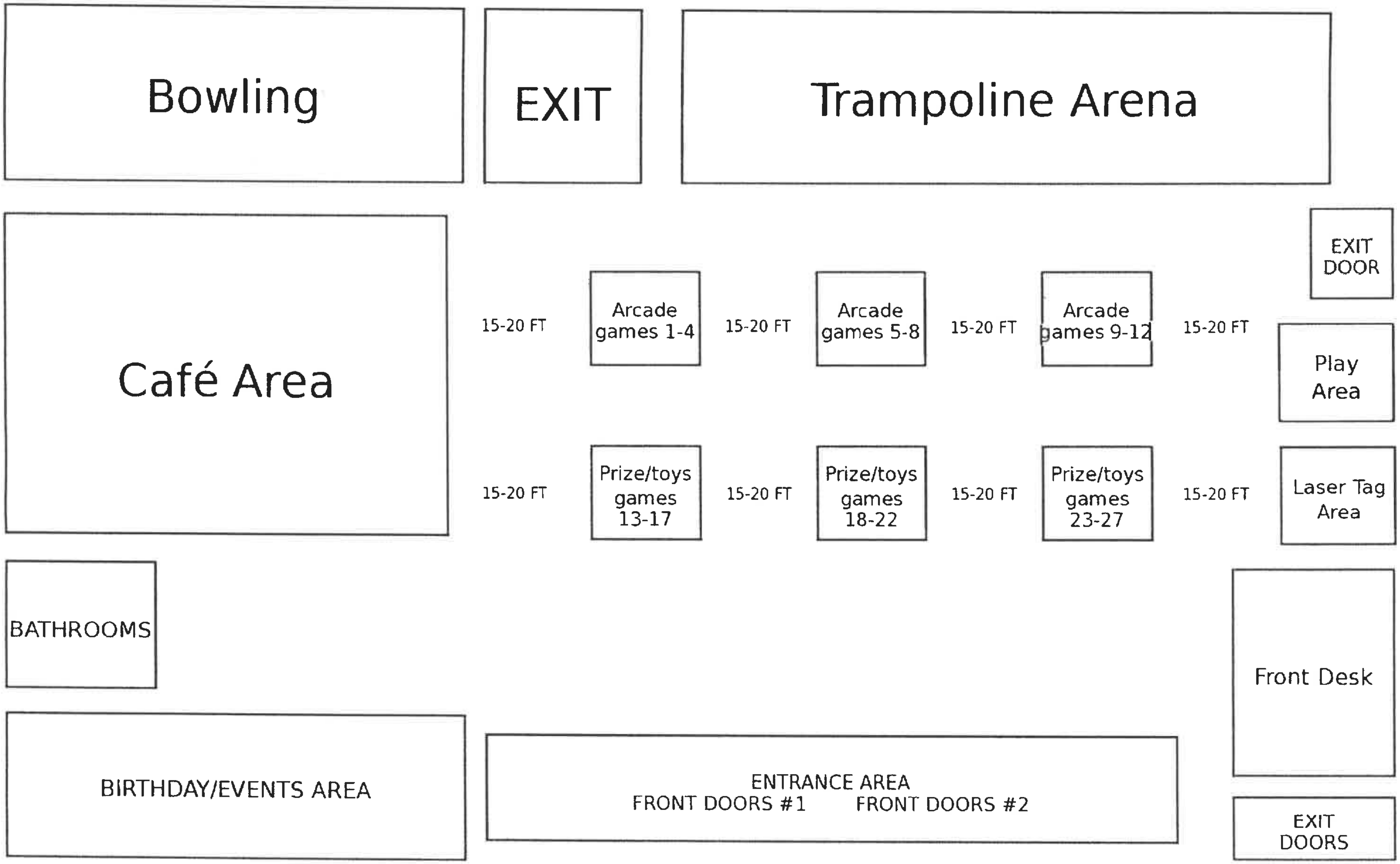
Description of Business Activity

Trampoline park with bowling alley

CODE	TYPE OF LICENSE (For Each License Applied For)	FEE (For Each License Applied For)
		$
		$
		$
		Total Fee $

I HEREBY SWEAR OR AFFIRM THAT ALL STATEMENTS MADE HERE ARE TRUE & CORRECT.

X Hussein Yassine
SIGNATURE OF OWNER/APPLICANT



Minimum 15-20 FT clear pedestrian circulation space is maintained to the left, right, and between all arcade/prize game groupings.

City Clerk License Referral

George T. Darany, City Clerk
City of Dearborn, 16901 Michigan Ave. Ste. 11, Dearborn, MI 48126
313-943-2010

DATE 6/21/26

NEW LICENSE X

RENEWABLE ____

LAST DATE RENEWED ____

DEPARTMENT REFERRED TO POLICE

APPLICANT NAME	Hussein Yassine	BUSINESS NAME	Fairlane Family Park LLC
APPLICANT STREET ADDRESS	293 N Charlesworth st Dearborn Heights, MI	BUSINESS STREET ADDRESS	5901 Mercury Drive Suite 101, Dearborn, MI
SIGNATURE OF APPLICANT	Hussein Yassine	LICENSE(S) APPLIED FOR	Street Vendor Code 117

Office Use Only

APPROVED X NOT APPROVED ____

COMMENTS No Warrants
Record clear

JUN 24 2026

DATE

SIGNATURE INSPECTOR/OFFICER 1056

Hello inspector,

Thank you for your time. We have a total of 27 arcade games.

Number	Description
1	Photo Motion
2	King of Rings
3	Whack N Win
4	Fire Storm
5	Typhoon
6	Fantastic Prize
7	Fun Zone Crane
8	Step Mania X
9	Monopoly Roll n Go
10	Show Time
11	NBA Hoops
12	Ticket Monster
13	Jurassic Park
14	The Big One
15	Tons of Tickets
16	Pearl Fishery
17	Moto GP
18	Ring Toss
19	Sink It
20	Swing 2 Smash
21	Space Invader
22	Nerf Arcade
23	Tower of Tickets
24	Lane Master
25	Dodgeball
26	Wicked Tuna
27	Red Car Ride

Launch

Council
Fire
Police
Treasury
Building

Hello inspector,

Thank you for your time. We have a total of 27 arcade games.

Number	Description
1	Photo Motion
2	King of Rings
3	Whack N Win
4	Fire Storm
5	Typhoon
6	Fantastic Prize
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11	NBA Hoops
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15	Tons of Tickets
16	Pearl Fishery
17	Moto GP
18	Ring Toss
✓19	Sink It
20	Swing 2 Smash
21	Space Invader
22	Nerf Arcade
23	Tower of Tickets
24	Lane Master
25	Dodgeball
26	Wicked Tuna
27	Red Car Ride

Gmail **Maria Flatt <mflatt@dearborn.gov>**

Re: 5901 Mercury Drive suite 101 Launch Dearborn

1 message

Alan Y <alanyassine1@gmail.com> Tue, Jun 16, 2026 at 2:16 AM
To: Maria Flatt <mflatt@dearborn.gov>

Hi Marie,

Please find the attached business license, I will follow
Up with a floor plan as requested for the arcade games. Thank you for your assistance. I really appreciate you.

Alan Yassine

On Mon, Jun 15, 2026 at 2:56 PM Maria Flatt <mflatt@dearborn.gov> wrote:

> Your business hs to undergo a relicensing process. Your business licenses expired in 2024. You only had 2 machine licenses and the bowling alley. You now have many amusement devices that the city council had not previously approved. You must submit a floor plan showing where all these machines will be set up. Since you are not the original owner, you must also fill out a new business application. We are still waiting for approval on your certificate of occupancy as well. I am attaching a copy of the business application. You can send this back with your business's floor plan. Once we receive this information, we will submit your request to the various city departments for sign-off.
>
> Maria Flatt
> Licensing Specialist
> Dearborn City Clerk
> mflatt@dearborn.gov
> (313) 943-2015
>
> **Office of the City Clerk**
> *George T. Darany*
>
> On Mon, Jun 15, 2026 at 12:17 PM Alan Y <alanyassine1@gmail.com> wrote:
>
> > Good Afternoon,
> >
> > I hope all is well. Following up on our phone call, I have attached the list of arcade games we have. We also have a bowling section. Please let me know if you have any further questions. I really appreciate you.

Thank you,
Alan Yassine

Business License App.pdf.pdf
583K

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Addition to an existing contract with MI Bright Lights to provide Holiday Lighting, Installation, and Maintenance

DEPARTMENT: Community Relations and Parks & Recreation, in conjunction with the Purchasing Department

BRIEF DESCRIPTION: The Community Relations and Parks & Recreation departments are respectfully requesting an addition to current contract with MI Bright Lights to provide Holiday Lighting, Installation, and Maintenance at the Ford Community & Performing Arts Center, as well as Peace Park East and Peace Park West.

PRIOR COUNCIL ACTION: CR 9-511-25 approved a one-year contract with Light Up Columbus for Holiday Lighting Installation and Maintenance for the West DDA, the East DDA, the Warren BDIA, the Peace Parks, and the FCPAC. Light Up Columbus will continue to provide these services to the EDDA/WDDA/WBDIA.

BACKGROUND: The City of Dearborn seeks holiday lighting displays to create a festive and welcoming atmosphere for residents, visitors, and businesses during the holiday season. The project areas include the Ford Community and Performing Arts Center, Peace Park East, and Peace Park West. The city looks for innovative and comprehensive designs, with a special emphasis on displays that are visually appealing and considerate of existing infrastructure, diverse streetscapes, and prominent public spaces. The city has been pleased with the work of our current holiday lighting vendor at Camp Dearborn, MI Brights Lights, and is seeking to add to their current contract to include Peace Park East, Peace Park West, and the Performing Arts Center.

FISCAL IMPACT: The total requested amount is $119,502.33 for this fiscal year, and $100,793.33 for FY 2028. To be split - $23,833.33 for Peace Park East, $54,460 for Peace Park West, and $18,000 for the FCPAC each year. After two years at this cost, the City of Dearborn will take ownership of all Peace Park lighting. This fiscal year will also include a purchase of lights for the tree at Peace Park West for $23,209.

COMMUNITY IMPACT: The holiday lighting creates a more inviting and welcoming atmosphere for both residents and visitors. Visually appealing displays at the Ford Community and Performing Arts Center, Peace Park East, and Peace Park West will become central gathering points, encouraging community engagement and creating memorable experiences. These spaces will serve as backdrops for holiday traditions, family outings, neighborhood strolls, and the Dearborn Wanderlights event at Peace Park West, enriching the overall quality of life in Dearborn.

IMPLEMENTATION TIMELINE: Installations are to be completed by no later than the end of the day on November 12, 2026.

COMPLIANCE/PERFORMANCE METRICS: Contract will be monitored by Community Relations and the Recreation Department for adherence to, and completion of, agreed upon deliverables to the satisfaction of the City.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award a Contract for Holiday Lighting, Installation, and Maintenance

DATE: September 9th, 2026

Budget Information

Adopted Budget:	$266,875	Peace Parks East & West: $241,875 FCPAC: $25,000
Amended Budget:	$266,875	Peace Parks East & West: $241,875 FCPAC: $25,000
Requested Amount:	$119,502.33	Peace Parks East & West: $101,502.33 FCPAC: $18,000
Funding Source:	General Fund, Community Relations, Community Promotion, Rentals General Fund, Recreation, Community Promotion, Rentals	
Supplemental Budget:	N/A	

Summary of Request

The Community Relations and Parks & Recreation Departments, in conjunction with the Purchasing Department, is respectfully requesting the addition to the current contract with to MI Bright Lights to now provide Holiday Lighting, Installation, and Maintenance at the Ford Community & Performing Arts Center, as well as Peace Park East and Peace Park West. MI Brights Lights is the city's current vendor providing this service at Camp Dearborn, and the City has been very pleased with the quality they have been provided thus far. The contract would cover a two-year period, over which the City would own all Peace Park lights after two years of payments, and the tree lights at Peace Park West after one year.

It is respectfully requested that Council authorize the expansion and next year's renewal. The resulting contract shall not be binding until fully executed.

Background and Justification The City of Dearborn seeks holiday lighting displays to create a festive and welcoming atmosphere for residents, visitors, and businesses during the holiday season. The project areas include the Ford Community and Performing Arts Center, Peace Park East, and Peace Park West. The city looks for innovative and comprehensive designs, with a special emphasis on displays that are visually appealing and considerate of existing infrastructure, diverse streetscapes, and prominent public spaces. The city has been pleased with the work of our current holiday lighting vendor at Camp Dearborn, MI Brights Lights, and is seeking to add to their current contract to include Peace Park East, Peace Park West, and the Performing Arts Center.

FINANCE **EXECUTIVE SUMMARY AND MEMORANDUM**

SIGNATURE PAGE:

Prepared By:

Signed by:
J. Pich
7D2E1C2C4D89410...

Jason Pich, Buyer

Department Approval:

DocuSigned by:
Alia Phillips
64F917BA272444C...

Alia Phillips, Community Relations Director

Department Approval:

Signed by:
Sean Fletcher
503098961A7C461...

Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...

DS
CJ

Michael Kennedy, Finance Director/Treasurer

Corporation Counsel Approval:

Signed by:
Carter Fisher
3F46972DF97F42A...

J. Carter Fisher Corporation Counsel

FROM: Corporation Counsel

Via: Mayor Abdullah H. Hammoud

SUBJECT: Approval of Tentative Agreement Between the City of Dearborn and the Police Officers Association of Michigan (POAM) Representing Dearborn Police Lieutenants and Sergeants (July 1, 2026 – June 30, 2031)

DATE: September 17, 2026

Summary of Request

The Law Department, on behalf of the Police Department and Administration, requests City Council approval of the Tentative Agreement (TA) reached between the City of Dearborn and the Police Officers Association of Michigan (POAM) representing the Dearborn Police Lieutenants and Sergeants. The TA covers a five-year term from July 1, 2026 through June 30, 2031 and has been unanimously approved by the Union membership.
Below is a summary of the key changes from the prior collective bargaining agreement:

- Updated annual cash bonuses of $2,250 for Sergeants and $2,750 for Lieutenants; $3,000/$3,500 for those with 4+ years of service (an increase of $500 from previous bonus levels).
- Effective June 1, 2027, members will be eligible for increased annual sick leave sell-back limits up to 100 hours (for >960 hours accumulated) or 60 hours (for 480–960 hours accumulated).
- Addition of Juneteenth as a recognized contractual holiday
- Police Sergeant rate differential set to 25% over Corporal base; Police Lieutenant set to 14% over Sergeant base
- Updated MERS DB Plan multiplier and caps for employees hired on or after July 1, 2026 (2.5% multiplier up to 27 years, with a 70.5% cap, reduced from a 78% cap), along with non-refundable member contribution rates (8.0% for new members hired after July 1, 2026)

Background and Justification

Based upon the unanimous ratification by union membership and the successful negotiation of terms that balance fair compensation with fiscal responsibility, Corporation Counsel and Administration recommend approval of the attached Tentative Agreement.

A Resolution requesting immediate effect is attached.

Based upon the unanimous ratification by union membership and the successful negotiation of terms that balance fair compensation with fiscal responsibility, Corporation Counsel and Administration recommend approval of the attached Tentative Agreement.

REQUEST: Authorization for a five-year Collective Bargaining Agreement/Tentative Agreement, effective July 1, 2026, through June 30, 2031, executed between the City of Dearborn and the Police Officers Association of Michigan (POAM) on behalf of the Dearborn Police Lieutenants and Sergeants.

IMMEDIATE EFFECT

DEPARTMENT: Law

BRIEF DESCRIPTION:

The City of Dearborn and the Police Officers Association of Michigan (POAM) representing the Dearborn Police Lieutenants and Sergeants have reached a Tentative Agreement (TA) for a new 5-year collective bargaining agreement for the period of July 1, 2026 through June 30, 2031. The TA has been unanimously approved by the Union membership. Key changes from the prior agreement include updated shift selection rules, revised annual cash bonuses, reinstatement authority vested in the Chief of Police, expanded annual sick leave sell-back limits, inclusion of Juneteenth as a recognized holiday, adjusted wage rate differentials, and modified MERS Defined Benefit pension plan terms for new hires (hired on or after July 1, 2026) and member contribution rates.

BACKGROUND:

The previous collective bargaining agreement between the City and POAM (Lieutenants and Sergeants) expired on June 30,2026 and was due for renewal. The parties entered into negotiations and successfully reached a Tentative Agreement covering July 1, 2026 to June 30, 2031. The union membership has unanimously voted to ratify and approve the agreement.

COMMUNITY IMPACT:

Maintains fair labor standards, competitive compensation, and strong retention/recruitment for police supervisory leadership, ensuring high quality public safety services for Dearborn residents.

FISCAL IMPACT:

Updated wage rate differentials (25% for Sergeants over Corporal base; 14% for Lieutenants over Sergeant base), annual cash bonuses ($2,250–$3,500 depending on rank/tenure), sick leave buyback modifications, and revised MERS pension contributions (7.5% and 8.0% for new hires).

IMPLEMENTATION TIMELINE: The Law Department requests immediate effect. The agreement covers the period from July 1, 2026 through June 30, 2031, and will be implemented immediately upon Council approval.

TO: **City Council**

WHEREAS: It is recommended that this City Council adopt the Tentative Agreement between the City of Dearborn and the Police Officers Association of Michigan ("POAM") representing the Dearborn Police Lieutenants and Sergeants effective July 1, 2026 through June 30, 2031; therefore be it

RESOLVED: That the Tentative Agreement between the City of Dearborn and the Police Officers Association of Michigan ("POAM") representing the Dearborn Police Lieutenants and Sergeants effective July 1, 2026 through June 30, 2031 be and is hereby adopted; be it further

RESOLVED: That the Mayor and Corporation Counsel or his designee are authorized to execute the final Collective Bargaining Agreement and any related documents to effectuate this agreement; be it further

RESOLVED: That this resolution be given immediate effect.

A Resolution requesting immediate effect is attached.

Respectfully submitted,

J. Carter Fisher
Corporation Counsel and Chief Labor Negotiator

Finance Approval:

Michael Kennedy, Finance Director

Department Approval:

Issa Shahin, Chief of Police

Approved:

CarterFisher, Corporation Counsel

RESOLUTION

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of the use of two on-street parking spaces for an outdoor platform dining area on the west side of Monroe St south of Michigan Ave

DEPARTMENT: Economic Development

BRIEF DESCRIPTION: It is requested that Council approve the lease of two on-street parking spaces (total sq. footage of approx 423 sq. ft.) for the use of an outdoor dining platform on the west side of Monroe Street south of Michigan Avenue, adjacent to The Great Commoner for one year.

The Great Commoner will pay a total of $1,234.50 to use and occupy the right-of-way. This includes a $300 administrative fee and a $934.50 lease fee (calculated at $2.10 per sq. ft. annually), which reflects a 5% inflationary increase from the previous rate of $890.

PRIOR COUNCIL ACTION: This Outdoor Seating Platform Program through the DDAs started in 2021, and City Council has approved participating businesses' requests to lease on-street parking spaces for this use on an annual basis.

BACKGROUND:

Many communities foster dynamic downtown areas by utilizing adaptable spaces, such as parklets and outdoor dining, to cultivate a lively atmosphere and stimulate local commerce. Initiated in 2021, the West Dearborn Downtown Development Authority's (WDDDA) Outdoor Seating Platform Program supported this goal by leasing outdoor platforms to participating businesses.

Historically, the WDDDA owned and leased one such platform to The Great Commoner. In 2026, the WDDDA sold the structure outright to the business. Now operating as the platform's owner, The Great Commoner is requesting a one-year right-of-way lease extension to keep the structure in its current location.

The Great Commoner has significantly invested in the space, enhancing it with pergolas, planters, and upgraded outdoor seating. To ensure patron safety, they have also installed impact-resistant jersey barricades capable of withstanding low-speed vehicle collisions. The continued operation of this platform will maintain a vibrant outdoor dining experience in West Dearborn and continue drawing consumers to the downtown district.

FISCAL IMPACT: The Great Commoner will pay a total of $1,234.50 to use and occupy the right-of-way. This includes a $300 administrative fee and a $934.50 lease fee (calculated at $2.10 per sq. ft. annually), which reflects a 5% inflationary increase from the previous rate of $890.

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT: Increased outdoor dining opportunities promote vibrant neighborhoods and contribute to the commercial viability of businesses along the corridor.

IMPLEMENTATION TIMELINE: Immediate effect is requested

COMPLIANCE/PERFORMANCE METRICS: The Great Commoner must obtain the appropriate sidewalk cafe permit in order to execute the agreement.

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Jordan Twardy, Director of Economic Development

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of the lease of two on-street parking spaces for an outdoor platform dining area on the west side of Monroe St south of Michigan Ave

DATE: September 22, 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

It is requested that Council approve the lease of two on-street parking spaces (total sq. footage of approx 423 sq. ft.) for the use of an outdoor dining platform on the west side of Monroe Street south of Michigan Avenue, adjacent to The Great Commoner for one year.

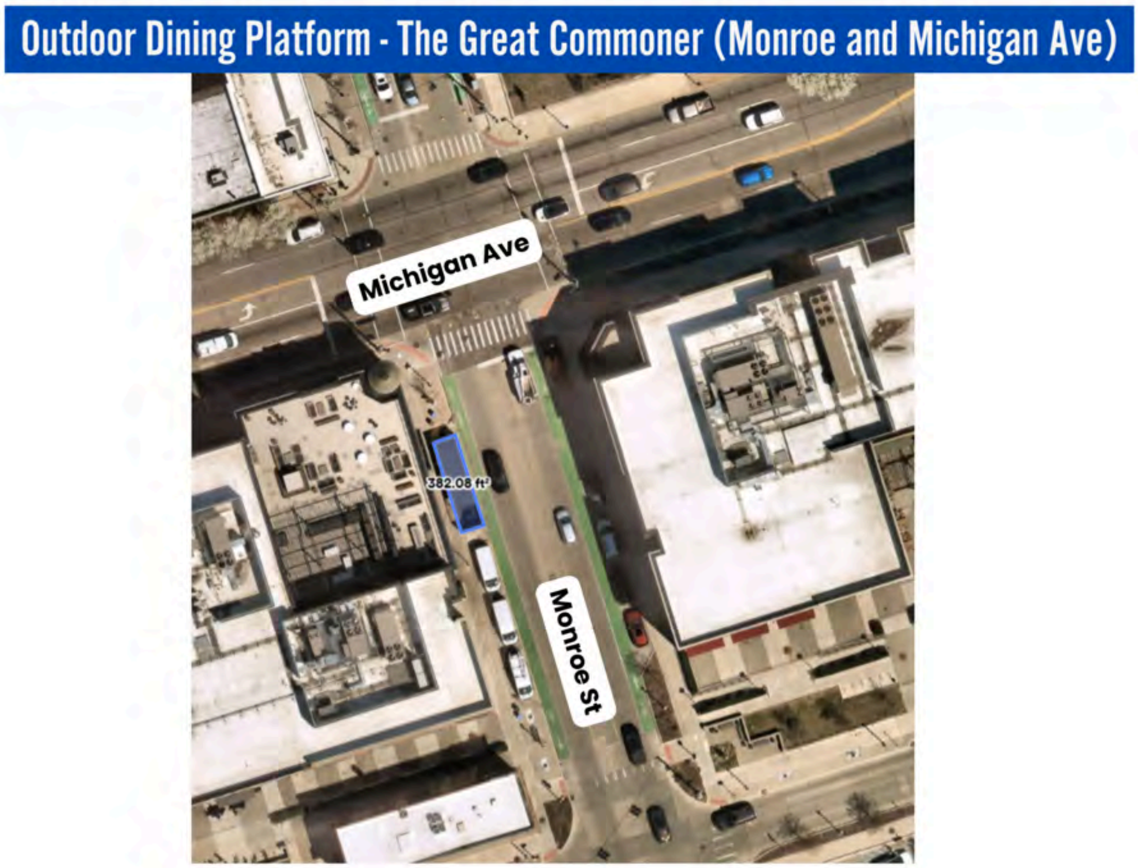
The Great Commoner will pay a total of $1,234.50 to use and occupy the right-of-way. This includes a $300 administrative fee and a $934.50 lease fee (calculated at $2.10 per sq. ft. annually), which reflects a 5% inflationary increase from the previous rate of $890.

Background and Justification

Many communities foster dynamic downtown areas by utilizing adaptable spaces, such as parklets and outdoor dining, to cultivate a lively atmosphere and stimulate local commerce. Initiated in 2021, the West Dearborn Downtown Development Authority's (WDDDA) Outdoor Seating Platform Program supported this goal by leasing outdoor platforms to participating businesses.

Historically, the WDDDA owned and leased one such platform to The Great Commoner. In 2026, the WDDDA sold the structure outright to the business. Now operating as the platform's owner, The Great Commoner is requesting a one-year right-of-way lease extension to keep the structure in its current location.

The Great Commoner has significantly invested in the space, enhancing it with pergolas, planters, and upgraded outdoor seating. To ensure patron safety, they have also installed impact-resistant jersey barricades capable of withstanding low-speed vehicle collisions. The continued operation of this platform will maintain a vibrant outdoor dining experience in West Dearborn and continue drawing consumers to the downtown district.



ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

DocuSigned by:
Laura Aceves-Sanchez
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Laura Aceves-Sanchez, Economic Vitality Manager

DocuSigned by:
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Jordan Twardy, Economic Development Director

Corporation Counsel Approval:

Signed by:
Carter Fisher
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Carter Fisher, Corporation Counsel

LEASE AND MAINTENANCE AGREEMENT FOR OUTDOOR SEATING AREA

This Lease and Maintenance Agreement ("Agreement") is made and entered into this _________date of ________________, 2026 (the "Effective Date"), by and between CITY OF DEARBORN, a Michigan municipal corporation ("Grantor"), whose address is 16901 Michigan Avenue, Dearborn, MI 48126, and The Great Commoner, a limited liability company ("Great Commoner" or "Grantee"), whose address is 22001 Michigan Avenue, Suite 100, Dearborn, MI 48126.

RECITALS

WHEREAS the City owns the right-of-way on the west side of Monroe Street, south of Michigan Avenue, depicted on Exhibit A attached hereto (the "Property"), and

WHEREAS The Great Commoner is the owner of the business located at 22001 Michigan Avenue, Suite 100, Dearborn, Michigan, which operates as a restaurant, and wishes to utilize the Property for outdoor seating for its restaurant, and

WHEREAS the City granted permission for The Great Commoner to install a temporary outdoor seating platform (the "Platform") on the Property, pursuant to Council Resolution ________________________ attached hereto as Exhibit B, and

NOW THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. The Great Commoner's Installation of Platform on Property. The Great Commoner, at its sole cost and expense, may install and maintain a temporary outdoor seating platform on the Property. The only Platform permitted on the Property shall be the Platform that Great Commoner purchased from the West Dearborn Downtown Development Authority in August of 2026.

2. Fee. Great Commoner shall pay to the City the sum of NINE HUNDRED THIRTY-FOUR AND 50/100 DOLLARS ($934.50) ("Fee") per year for the use of the Property.

3. Term. This Agreement shall commence on the Effective Date shown above and shall automatically terminate one later, without further action of the parties, unless an extension is expressly approved by the City of Dearborn. Great Commoner shall have the option to extend the Term for one (1) additional year only if approved by the Dearborn City Council.

4. ADMINISTRATIVE FEE. Great Commoner shall pay to the City an annual

administrative fee (“Administrative Fee”) in the amount of THREE HUNDRED AND 00/100 DOLLARS ($300.00) per year. The Administrative Fee shall be paid with the Fee in full on the Effective Date, and annually thereafter on or before the annual anniversary of the Effective Date, if any option to extend the Term is exercised and approved. Great Commoner shall be in default if it fails to pay any sums to the City when due, including the Fee and Administrative Fee, and does not cure the default within thirty (30) days after being notified in writing, specifying the default. A late fee in the amount of ONE HUNDRED AND NO/100 DOLLARS ($100.00) shall be assessed automatically by the City upon any payment in default, to compensate the City for the cost and inconvenience associated with such late payment.

5. TAXES. Great Commoner shall be responsible for and shall pay, before delinquency, all municipal, county, and state taxes assessed on the Property, during the Term of this Agreement.

6. Great Commoner’s Obligations. Great Commoner may, at Great Commoner’s sole cost and expense, purchase an approved structure, such as an igloo or greenhouse for installation on the Platform (“Structure”). The installation, maintenance, and removal of approved Structure shall be at Great Commoner’s sole cost and expense. Grantor shall review and approve the type of Structure, method of attachment, location, and number of Structures prior to the installation by Great Commoner.

   A. Great Commoner shall obtain all necessary permits from the City and must comply with all applicable city and state ordinances, rules, regulations, and codes, including, but not limited to, all directives that pertain to the COVID-19 pandemic.

   B. Great Commoner agrees that it will not utilize or allow its patrons to utilize the Platform and/or Structure after 12 a.m. (midnight).

   C. Great Commoner understands and acknowledges that the Platform may disrupt the normal street sweeping operations. Great Commoner agrees to maintain 80 sq. ft. on both sides of the Platform by sweeping the area on a daily basis.

   D. Great Commoner understands and acknowledges that the Platform may impede access to a portion of the gutter drainage system. Great Commoner agrees that it will remove any obstruction from the gutter drain in order to avoid standing water. If Great Commoner fails to remove such obstruction, the Grantor, in its sole discretion, may remove the obstruction and charge such expenses to Great Commoner, plus a 15% administrative fee.

   E. Great Commoner understands and acknowledges that, in an emergency, Grantor may be required to excavate the right-of-way beneath and adjacent to the Platform, requiring removal of the Platform. Grantor may, in its sole discretion, order the discontinuation of the Platform and removal of Structure, if Grantor deems it is necessary for the protection of the public health, safety, and welfare. Such emergency response shall not be deemed to be a default of this Agreement by the Grantor in any way.

F. Except for ingress and egress to the Platform and/or Structure, Great Commoner shall not utilize or block any sidewalk in any way. Great Commoner shall be responsible to maintain the Platform in a first-class condition, at its sole cost and expense. Great Commoner shall repair and replace the Structure and all tables, chairs, and other items located within the Structure. Without limiting the foregoing, Great Commoner shall promptly:

1. Remove trash, debris, and litter on a daily basis from the Property and Platform;
2. Supply and maintain trash containers, light fixtures, light bulbs, heaters, fencing, tables, chairs, and any other items on the Platform;
3. Remove snow and ice from the Property;
4. Remove any graffiti from the Property;
5. Sweep the 80 sq. ft. area on both sides of the Platform by sweeping the area on a daily basis; and
6. Pay for all water and utility costs associated with the Platform.

Great Commoner shall defend, indemnify, and hold harmless the City of Dearborn from all claims and liabilities associated with Great Commoner's acts or omissions arising from these obligations.

7. Hazardous Substances. Great Commoner shall not generate, manufacture, refine, use, treat, store, handle, mix, transport, remove, dispose, transfer, produce or process any Hazardous Substances on the Property. As used in this paragraph, "Hazardous Substances" shall mean any hazardous substance or hazardous waste as such terms are defined in the Resource Conservation and Recovery Act of 1976, 42 USC 6901 as amended, the Comprehensive Environmental Recovery Compensation and Liability Act of 1980, 42 USC 9601 as amended, or any other federal, state or local environmental laws, regulations or ordinances.

8. Indemnity. Great Commoner shall indemnify, defend and hold harmless the City of Dearborn and its employees, elected officials, officers, boards, commissions, agents, authorities, and voluntary associations from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses arising from or related to Great Commoner's occupancy or use of the Property. The obligations of Great Commoner under this paragraph arising by reason of any occurrence taking place during the Term of this Agreement shall survive any expiration or termination of this Agreement.

9. Insurance. A certificate of insurance must be submitted that provides evidence of coverage required herein, effective as of the Effective Date.

A. General Liability Insurance. Great Commoner shall procure and keep in effect during the Term hereof commercial General Liability Insurance in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate. The General Liability Insurance policy must be endorsed as follows:

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

The General Liability Insurance policy must also be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

B. Liquor Liability (If Applicable). Great Commoner shall procure and keep in effect during the Term hereof Liquor Liability Insurance coverage in the amount of $1,000,000 per occurrence and no less than $1,000,000 in the aggregate. The Liquor Liability Insurance policy must be endorsed as follows:

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

10. Repairs and Alterations. Upon expiration or termination of this Agreement, Great Commoner shall promptly return the Property to the condition that existed on the Effective Date and remove the Platform and any Structure from the Property. Great Commoner shall promptly repair any damage caused to the Property. Great Commoner shall not make any alterations to the Property without the City of Dearborn's consent. Any permitted alterations shall be removed upon termination of this Agreement or shall remain on the Property and become Grantor's property, in Grantor's sole discretion.

11. Modification; Termination. Any modification to this Agreement must be in writing and signed by both parties. In addition to any right to terminate permitted by applicable law, this Agreement may be terminated by either party on thirty (30) days' notice.

12. Legal Fees. In the event Great Commoner should default under any of the provisions of this Agreement and Grantor should employ attorneys or incur other expenses for the enforcement, performance or observance of any obligation or agreement on the part of Great Commoner herein contained, Great Commoner

agrees that in addition to any remedies available at law or equity, it will on demand, pay to the Grantor the fees of such attorneys and such other expenses so incurred by the Grantor.

13. Notice. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) sent by certified mail with postage prepaid, return receipt requested to such party at such address; or (c) sent by Federal Express or other similar overnight air courier. Notice shall be deemed given upon personal delivery, two (2) business days following mailing and one (1) business day following deposit with an overnight air courier. Notices shall be deemed properly addressed if given at the following addresses, which address for any party may be changed by notice given by such party to the other party:

If to the Grantor:

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

If to Great Commoner:

Serena Chammout
22001 Michigan Avenue, Suite 100
Dearborn, MI 48126

14. Successors. This Agreement may not be assigned or transferred without the express written consent of the Grantor. If an assignment or transfer is permitted, this Agreement shall be binding on each party's successors and assigns.

15. Default. If Great Commoner fails to observe or perform any of its obligations under this Agreement, then it shall be in default under this Agreement, and the Grantor may, at its option, after first giving Great Commoner written notice of the default and allowing forty-eight (48) hours to cure such default, exercise one or more of the following remedies: (a) revoke permission for Great Commoner to utilize the Property, at Great Commoner's sole cost and expense; (b) obtain specific performance of the covenants and obligations pursuant to this Agreement; (c) perform such obligation on behalf of Great Commoner in which event the costs and expenses paid or incurred by the Grantor in performing Great Commoner's obligations shall be immediately due and payable by Great Commoner to the Grantor; and (d) terminate this Agreement.

16. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law.

17. Counterparts. It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

18. Headings; Definitions. Captions, titles and headings to articles, sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. All references in this Agreement to "Section" refer to the corresponding section of this Agreement unless otherwise stated and, unless the context otherwise specifically requires, refer to all subsections or subparagraphs thereof. All references in this Agreement to a "party" or "parties" refer to the parties signing this Agreement. All defined terms and phrases used in this Agreement are equally applicable to both the singular and plural forms of such terms. Nouns and pronouns will be deemed to refer to the masculine, feminine or neuter, singular and plural, as the identity of the person or persons may in the context require. The term "person" as used in this Agreement means an individual, firm, corporation, partnership, limited partnership, limited liability company, limited liability partnership, association, estate, trust, pension or profit-sharing plan, joint venture, unincorporated association, joint stock company, government, municipality, political subdivision or agency or any other entity.

19. Severability. The parties intend that a court shall endeavor to give effect to the provisions of this Agreement to the fullest extent permitted by law. Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision hereof is in whole or in part unlawful, invalid, or unenforceable for any reason whatsoever, then that term, covenant, or condition shall, if possible, be deemed to have been modified in a manner that will make it lawful, valid and enforceable. If that is not possible, then that term, covenant, or condition shall be deemed stricken, and all remaining parts hereof shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

20. Entire Agreement; Modifications. This Agreement and all attached Exhibits constitute the entire final and binding integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes the entirety of all prior oral and written negotiations, understandings or agreements between the parties with respect to the subject matter hereof. No oral modification hereof shall be binding upon the parties, and, to be valid, any modification to this Agreement must be in writing and signed by the parties. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement.

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

CITY OF DEARBORN

______________________________ DATE: ___________________
Abdullah Hammoud, its Mayor
As authorized by CR#__________

THE GREAT COMMONER

BY: ____________________________ DATE: __________________
Serena Chammout, its Member

APPENDIX A


On-Street Parking Spaces for Lease
hwah House
Michigan Avenue
12
Turkish Village Cuisine
Turkish
The Great Commoner
Proposed
Leased Area
Approx 423 ft
Ali Said
Real Estate One
Monroe St
reek
bar
Greek

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST:

Requesting the Chief Finance Officer or designee to be authorized to recognize and appropriate emergency funds of $75,021.75 from City's General Fund to pay invoices related to the Parking Structure collapse response at 19853 Outer Dr, DFD run #26-1794, which occurred on February 6, 2026. The department will seek reimbursement from the property owner(s) through Invoicing the property owner and attach to property tax bill.

The Fire Department further requests immediate effect.

DEPARTMENT:

Fire Department

BRIEF DESCRIPTION

The Dearborn Fire Department requests emergency General Fund support for response-related costs incurred during the Parking Structure collapse incident at 19853 Outer Dr on February 6, 2026. These expenses were outside normal operating costs and were necessary to support the emergency response, scene stabilization, and site security. The request includes the invoice from Belfor for $40,522.31 and Western Wayne County Fire Department for $34,499.44 for temporary fencing charges, project management, emergency service calls, and fence rental, totaling $75,021.75 respectfully.

PRIOR COUNCIL ACTION:

None

BACKGROUND

On February 6, 2026, the Dearborn Fire Department responded to a parking structure collapse at 19853 Outer Dr under DFD run #26-1794. Due to the incident's nature and complexity, the department utilized Belfor to provide emergency fencing, perimeter control, temporary repairs, and ongoing fence rental to secure the structure and adjacent area. These costs are directly tied to the incident response and are not part of routine departmental operating expenses.

FISCAL IMPACT:

The total requested amount is $75,021.75 for Belfor emergency services, temporary fencing, and rental, per Invoice #2276486 (40,522.31) and Western Wayne invoice #953 providing strike team deployment, additional Equipment and vehicles ($34,499.44). The department is proceeding with the understanding that these costs will be submitted to the property owner(s) and placed on the property's tax roll. Because these expenses were response-driven and outside normal operating costs, the funding must come from the General Fund rather than the Dearborn Fire Department budget.

COMMUNITY IMPACT:

EXECUTIVE SUMMARY AND MEMORANDUM

Approving this request supports the City's ability to manage significant emergency incidents, stabilize unsafe scenes, and ensure timely payment for specialized rescue and site security resources used during high-risk events.

IMPLEMENTATION TIMELINE:
Payment should be processed upon approval. Reimbursement from the owner(s) of the property will be pursued following payment as part of the Fire Department's cost recovery process.

COMPLIANCE/PERFORMANCE METRICS:
This request documents response-related costs associated with DFD run #26-1794 and supports fiscal tracking, mutual-aid accountability, emergency scene stabilization, and cost-recovery efforts.

EXECUTIVE SUMMARY AND MEMORANDUM

TO: **City Council**

FROM: **Fire Chief Joseph Murray**

VIA: **Mayor Abdullah H. Hammoud**

SUBJECT: Request for Emergency General Fund Support for Collapse Response Costs at 19853 Outer Dr

DATE August 20, 2026

Budget Information

Adopted Budget: **$52,000**
Amended Budget: **$52,000**
Request Budget: **$75,022**
Funding Source: **General Fund, Fire, Contractual Services, Other Services**
Supplemental Budget: **Recognition and Appropriation of General Fund**

Summary of Request
Requesting the Chief Finance Officer or designee to be authorized to recognize and appropriate emergency funds of $75,021.75 from City's General Fund to pay invoices related to the Parking Structure collapse response at 19853 Outer Dr, DFD run #26-1794, which occurred on February 6, 2026.
The department will seek reimbursement from the property owner(s) through Invoicing the property owner and attaching to property tax bill.

The Fire Department further requests immediate effect.

Background and Justification
On February 6, 2026, the Dearborn Fire Department responded to a Parking Structure collapse at 19853 Outer Dr under DFD run #26-1794. Due to the incident's nature and complexity, the department utilized Belfor to provide emergency perimeter fencing, temporary repairs, and continued fence rental to secure the scene and protect the public. The incident required resources beyond the department's normal operating capacity. Because these costs are directly tied to emergency response and scene stabilization and are not part of routine departmental expenses, the General Fund is the appropriate funding source.

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Fire Chief to add signature spots in DocuSign

DocuSigned by:
Joseph Murray
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Joseph Murray
Fire Chief

Signed by:
Carter Fisher
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Carter Fisher
Corporation Counsel

DocuSigned by:
Michael Kennedy
E77919D1421447E...
Initial
CS
Michael Kennedy
Chief of Finance

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Emergency Purchase – Parking Structure Safety

DEPARTMENT: Fire Department, in conjunction with Purchasing

BRIEF DESCRIPTION: This request is for authorization to cover the emergency safety measures for the parking structure on Garrison near Outer Dr. to board up and secure the location. The total cost is $40,522 and the fencing is now removed.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: On February 6, 2026, a situation at the parking structure located on Garrison St. near Outer Dr. necessitated immediate intervention to secure the site and perform temporary repairs. BELFOR was dispatched to provide emergency board-up and stabilization services to mitigate further risk.

The continued monthly expenditure was required to maintain safety protocols and structural monitoring while a permanent repair plan is finalized. This emergency action ensures the safety of the public using the facility. This temporary fencing has now been removed.

FISCAL IMPACT: $40,522

COMMUNITY IMPACT: Authorizing this emergency purchase ensures that the parking structure remains secured and that any immediate hazards to the public are mitigated.

IMPLEMENTATION TIMELINE: This Emergency Purchase was in progress and is now complete. The temporary fencing has been removed.

COMPLIANCE/PERFORMANCE METRICS: The Fire Department manages this service.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Emergency Purchase – Parking Structure Safety

DATE: August 27, 2026

Budget Information

Adopted Budget:	$52,000
Amended Budget:	$52,000
Requested Amount:	$40,522
Funding Source:	General Fund, Fire, Contractual Services, Other Services
Supplemental Budget:	N/A

Summary of Request

The Purchasing Division, on behalf of the Department of Public Works/City Administration, is requesting emergency approval for temporary repairs and ongoing site monitoring for the Garrison St. Parking Structure with 1-800-BOARDUP (BELFOR). The total cost if $40,522 and the fencing has been removed.

It is respectfully requested that the Council authorize the emergency purchase. Immediate effect is requested as the emergency order is in progress.

Background and Justification

On February 6, 2026, a situation at the parking structure located on Garrison St. near Outer Dr. necessitated immediate intervention to secure the site and perform temporary repairs. BELFOR was dispatched to provide emergency board-up and stabilization services to mitigate further risk.

The continued monthly expenditure is required to maintain safety protocols and structural monitoring while a permanent repair plan is finalized. This emergency action ensures the safety of the public using the facility.

Process

This procurement is in accordance with Section 2-568 (b) 10 of the City of Dearborn Ordinance which allows for emergency purchases in a situation when there is a threat to the health, welfare, or safety of the public.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:
Mark Rozinsky
D17FF0C142E34C3...
Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Joseph Murray
03FD550B1D2F4D0...
Joseph Murray, Fire Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...
Initial
CS
Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

Signed by:
Carter Fisher
3F46972DF97F42A...
J. Carter Fisher, Corporation Counsel

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Purchasing, on behalf of the Fire Department, recommends the Cooperative Contract purchase of two MY 2027, Ford Responders, from Lunghamer Ford.

DEPARTMENT: Fire Department, in conjunction with Purchasing

BRIEF DESCRIPTION: Purchasing, on behalf of the Fire Department, recommends the Cooperative Contract purchase of two MY 2027, Ford Responders, from Lunghamer Ford. The pricing for the vehicles is based on 2025 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contact # 21-18 P.2 Alternate, which expires August 31, 2029.

PRIOR COUNCIL ACTION:

C.R N/A

BACKGROUND:

The Fire Department is seeking to purchase two MY 2027, Ford Responders. They will be replacing two existing vehicles which are far past their useful life, are in poor condition and constantly down for repairs.

FISCAL IMPACT:

- $103,374

COMMUNITY IMPACT:

- To enhance Public Safety and ensure a reliable fleet of Fire Department vehicles.

IMPLEMENTATION TIMELINE:

Immediate Effect is requested, as the lead time for these vehicles is four months

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COMPLIANCE/PERFORMANCE METRICS:

Members of the Fire Department and Central Garage will confirm delivery and verify content and performance of the purchased vehicles.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for Purchase of Two Ford Responders for the Fire Department

DATE: September 8, 2026

Budget Information

Adopted Budget: $2,701,149

Amended Budget: $2,701,149

Requested Amount: $103,374

Funding Source: Fleet Fund, Capital Equipment, Operating Equipment Vehicle

Supplemental Budget: N/A

Summary of Request

Purchasing, on behalf of the Fire Department, recommends the Cooperative Contract purchase of two MY 2027, Ford Responders from Lunghamer Ford. The pricing for the vehicles is based on 2025 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contact # 21-18 P.2 Alternate, which expires on August 31, 2029.

It is respectfully requested that Council authorize the purchase of these vehicles. Immediate effect is requested, as the lead time for these vehicles is four months.

Background and Justification

The Fire Department is seeking to purchase two MY 2027, Ford Responders. The vehicles that are being replaced have substantial corrosion issues, increasing frequency of repairs, and have exceeded their expected service life. These vehicle purchases are being requested by the Fire Department to ensure a safe and reliable fleet is maintained, which will allow for the continued delivery of the highest level of emergency response and care to the residents of Dearborn.

Procurement Process

The procurement process was in accordance with the Procurement Ordinance Section 2-568A (c)(3) State of Michigan extended purchasing program, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Jay Andrews
A06626461858403...

Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:
Joseph Murray
03FD550B1D2F4D0...

Joseph Murray, Fire Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...

Initial
SP

Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

Signed by:
Carter Fisher
3F46972DF97F42A...

Carter Fisher, Corporation Counsel

EXECUTIVE SUMMARY AND MEMORANDUM

LAW

REQUEST: Approval for a five-year extension of the Lease Agreement with Abdo Munaser & Sons, LLC, owner of Arabian Village Market at 10040 Dix Avenue, for the 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Avenue.

IMMEDIATE EFFECT

DEPARTMENT: Law, on behalf of Economic Development

BRIEF DESCRIPTION: Abdo Munaser & Sons, LLC, owner of Arabian Village Market at 10040 Dix Avenue, is requesting a five-year extension, until September 30, 2031, of the Lease Agreement for the 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron. Pursuant to the terms of the Lease Agreement, Abdo Munaser & Sons, LLC is currently utilizing the leased property for a concrete pad, dumpsters, and a landscaping buffer.

Under the proposed First Amendment to the Lease Agreement, the rates for the lease extension would be:

10/1/2026 - 9/30/2027	$2,660.47
10/1/2027 - 9/30/2028	$2,793.50
10/1/2028 - 9/30/2029	$2,933.17
10/1/2029 - 9/30/2030	$3,079.83
10/1/2030 - 9/30/2031	$3,233.82

The proposed 2026 lease rate represents an increase of approximately 5% over the current lease rate, with an approximate 5% increase each year thereafter through 2031.

Additionally, the yearly administrative fee will be increased from $200 to $300 per year, reflecting the City's current lease administrative fee.

As the current Lease is set to expire on September 30, 2026, the Economic Development Department recommends approval of this five-year extension request, which will bring continued revenue to the City and allow for the continued beneficial use of the property.

PRIOR COUNCIL ACTION: C.R. 9-436-21 approved a five-year Lease Agreement with Abdo Munaser & Sons, LLC, owner of Arabian Village Market at 10040 Dix Avenue, for the 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron, for the placement of a concrete pad, dumpsters, and a landscaping buffer. The Lease is currently set to expire on September 30, 2026.

BACKGROUND: C.R. 9-436-21 approved a five-year Lease Agreement with Abdo Munaser & Sons, LLC, owner of Arabian Village Market at 10040 Dix Avenue, for the 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron. Pursuant to the terms of the Lease, Abdo Munaser & Sons, LLC is currently utilizing the property for the placement of a concrete pad, dumpsters, and a landscaping buffer.

As the Lease is set to expire on September 30, 2026, the Economic Development Department recommends approval of Abdo Munaser & Sons, LLC's five-year extension request, until September 30, 2031, which will bring continued revenue to the City and allow for the continued beneficial use of the property.

FISCAL IMPACT: Continued revenue during the five-year extension period, as follows:

10/1/2026 - 9/30/2027	$2,660.47
10/1/2027 - 9/30/2028	$2,793.50
10/1/2028 - 9/30/2029	$2,933.17
10/1/2029 - 9/30/2030	$3,079.83
10/1/2030 - 9/30/2031	$3,233.82

COMMUNITY IMPACT: Continued beneficial use of the leased property during the five-year extension.

IMPLEMENTATION TIMELINE: The new lease term would expire September 30, 2031.

COMPLIANCE/PERFORMANCE METRICS: Economic Development Department and Law Department will continue to monitor compliance with the Lease conditions.

LAW

EXECUTIVE SUMMARY AND MEMORANDUM

TO: **City Council**

FROM: **Corporation Counsel**

VIA: **Mayor Abdullah H. Hammoud**

SUBJECT: **Request for a Five-Year Extension of the Lease Agreement with Abdo Munaser & Sons, LLC, Owner of Arabian Village Market at 10040 Dix Avenue, for the City-Owned Property Near the Rear of 10040 Dix Avenue**

DATE: **September 8, 2026**

Summary of Request

Council Resolution 9-436-21 approved a five-year Lease Agreement with Abdo Munaser & Sons, LLC, owner of Arabian Village Market at 10040 Dix Avenue, for the 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron, for the placement of a concrete pad, dumpsters, and a landscaping buffer. As the Lease is currently set to expire on September 30, 2026, Abdo Munaser & Sons, LLC is requesting a five-year extension of the Lease Agreement.

The Economic Development Department recommends approval of this five-year extension request, which will bring continued revenue to the City and allow for the continued beneficial use of the property. Under the proposed First Amendment to the Lease Agreement (attached), the rates for the Lease extension will be:

10/1/2026 - 9/30/2027	$2,660.47
10/1/2027 - 9/30/2028	$2,793.50
10/1/2028 - 9/30/2029	$2,933.17
10/1/2029 - 9/30/2030	$3,079.83
10/1/2030 - 9/30/2031	$3,233.82

The proposed 2026 lease rate represents an increase of approximately 5% over the current lease rate, with an approximate 5% increase each year thereafter through 2031. The yearly administrative fee will also be increased from $200 to $300 per year, reflecting the City's current lease administrative fee.

Based upon the foregoing, it is recommended that Abdo Munaser & Sons, LLC's request to extend the Lease Agreement five years, until September 30, 2031, be approved, conditioned upon Abdo Munaser & Sons, LLC's payment of the lease and administrative fees set forth above.

All other terms and conditions contained in Council Resolution 9-436-21 and the original Lease Agreement dated October 1, 2021 shall remain in effect.

A Resolution requesting immediate effect is attached.

Respectfully Submitted,

Signed by:
Rebecca A. Schultz
REBECCA A. SCHULTZ
Assistant Corporation Counsel

Department Approval:

DocuSigned by:
Kaileigh Bianchini
JORDAN TWARDY
Director of Economic Development

APPROVED:

Signed by:
Carter Fisher
CARTER FISHER
Corporation Counsel

LAW

EXECUTIVE SUMMARY AND MEMORANDUM

RESOLUTION

WHEREAS: Council Resolution 9-436-21 approved a five-year Lease Agreement with Abdo Munaser & Sons, LLC, owner of Arabian Village Market at 10040 Dix Avenue, for the 3,490 sq. ft. of City-owned property near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron, for the placement of a concrete pad, dumpsters, and a landscaping buffer; and

WHEREAS: As the Lease is currently set to expire on September 30, 2026, Abdo Munaser & Sons, LLC is requesting a five-year extension of the Lease Agreement; and

WHEREAS: The Economic Development Department recommends approval of this five-year extension request, which will bring continued revenue to the City and allow for the continued beneficial use of the property; and

WHEREAS: Under the proposed First Amendment to the Lease Agreement, the rates for the Lease extension will be:

10/1/2026 - 9/30/2027	$2,660.47
10/1/2027 - 9/30/2028	$2,793.50
10/1/2028 - 9/30/2029	$2,933.17
10/1/2029 - 9/30/2030	$3,079.83
10/1/2030 - 9/30/2031	$3,233.82

; and

WHEREAS: The proposed 2026 lease rate represents an increase of approximately 5% over the current lease rate, with an approximate 5% increase each year thereafter through 2031; and

WHEREAS: The yearly administrative fee will also be increased from $200 to $300 per year, reflecting the City's current lease administrative fee; and

WHEREAS: It is therefore recommended that Abdo Munaser & Sons, LLC's request to extend the Lease Agreement five years, until September 30, 2031, be approved, conditioned upon Abdo Munaser & Sons, LLC's payment of the lease and administrative fees set forth above; therefore be it

RESOLVED: That Abdo Munaser & Sons, LLC's request to extend the Lease Agreement five years, until September 30, 2031, is hereby approved, conditioned upon Abdo Munaser & Sons, LLC's payment of the lease and administrative fees set forth above; be it further

RESOLVED: That the Mayor and Corporation Counsel or his designee are authorized to execute documents to effectuate this Lease extension; be it further

RESOLVED: That all other terms and conditions contained in Council Resolution 9-436-21 and the original Lease Agreement dated October 1, 2021 shall remain in effect; be it further

RESOLVED: That this Resolution is given immediate effect.

FIRST AMENDMENT TO
LEASE AGREEMENT DATED OCTOBER 1, 2021
BETWEEN THE CITY OF DEARBORN AND
ABDO MUNASER & SONS, LLC

This First Amendment to Lease Agreement is entered into this _________ day of _______________, 2026, by and between the CITY OF DEARBORN, a Michigan Municipal Corporation ("Lessor"), whose address is 16901 Michigan Avenue, Dearborn, MI 48126, and ABDO MUNASER & SONS, LLC, a Michigan Limited Liability Company ("Lessee"), whose address is 6427 Chase, Dearborn, MI 48120, to set forth certain amendments to the original Lease Agreement dated October 1, 2021 ("Lease Agreement").

Now, therefore, Lessor and Lessee mutually agree to amend the Lease Agreement, as follows:

1. The Lease Term shall be extended five (5) years, commencing on October 1, 2026 and ending automatically on September 30, 2031, without any further action of the parties, unless Lessor specifically grants an extension in writing or expressly revokes or cancels the Lease Agreement by notifying Lessee in writing.

2. The Base Rate during this Lease extension shall be as follows:

10/1/2026 - 9/30/2027	$2,660.47
10/1/2027 - 9/30/2028	$2,793.50
10/1/2028 - 9/30/2029	$2,933.17
10/1/2029 - 9/30/2030	$3,079.83
10/1/2030 - 9/30/2031	$3,233.82

   The first Base Rent payment is due on October 1, 2026. Thereafter, Lessee shall pay Base Rent annually to Lessor, by Automatic Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date.

3. The Administrative Fee shall be Three Hundred Dollars ($300.00) per year. The first Administrative Fee payment is due on October 1, 2026. Thereafter, Lessee shall pay the Administrative Fee annually by ACH, on the anniversary date of the Lease Commencement Date.

This First Amendment to Lease Agreement is subject to Dearborn City Council approval.

All other terms and conditions contained in the Lease Agreement dated October 1, 2021 (attached hereto as Exhibit A) not specifically modified by this First Amendment to Lease Agreement shall remain in full force and effect.

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

LESSOR:

CITY OF DEARBORN

____

By: Abdullah H. Hammoud
Mayor, City of Dearborn
As authorized by CR_____________

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the ___ day of _______________, 2026, before me appeared ABDULLAH H. HAMMOUD to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn, and said ABDULLAH H. HAMMOUD acknowledged said instrument to be the free act and deed of the City of Dearborn.

____

Notary Public, Wayne County, MI
My Commission expires:

LESSEE:

ABDO MUNASER & SONS, LLC

____

BY: ABDO MOHAMED MUNASER
Its Member

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On the ___ day of ________________________, 2026, before me appeared ABDO MOHAMED MUNASER, to me personally known who, being sworn by me, did say that he is the Member of ABDO MUNASER & SONS, LLC, and that said instrument was signed on behalf of ABDO MUNASER & SONS, LLC, and said ABDO MOHAMED MUNASER acknowledged said instrument to be the free act and deed of ABDO MUNASER & SONS, LLC.

____

Notary Public, Wayne County, MI
My Commission expires:

EXHIBIT A

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made as of October 1, 2021, by and between CITY OF DEARBORN, a Michigan municipal corporation ("Lessor") whose address is 16901 Michigan Avenue, Suite 15, Dearborn, Michigan 48126, and Abdo Munaser & Sons, LLC, a Michigan limited liability company ("Lessee") whose address is 6427 Chase, Dearborn, MI 48120.

Background

A. Lessor owns a parcel of vacant real property in the City of Dearborn, Michigan, legally described on the attached **Exhibit A** (the "Property").

B. Lessee owns a commercial building located at 10040 Dix Avenue, Dearborn, MI 48120 (the "Business") and wishes to install a dumpster enclosure to accommodate 3 (three) dumpsters for the benefit of his Business.

C. Lessee wishes to lease approximately 3,490 sq. ft. of property owned by Lessor depicted on the attached **Exhibit B** ("Leased Area"). The Leased Area is comprised of two parts. Lessee shall utilize the portion of the Leased Area shaded in gray for the sole purpose to install concrete and a dumpster enclosure for the benefit of his Business. Lessee shall utilize the portion of the Leased Area shaded in green for the sole purpose to install a landscape buffer. Lessee's use of the Leased Area shall be subject to the terms and conditions set forth in this Lease.

NOW THEREFORE, the parties, intending to be legally bound and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Terms and Conditions

1. LEASE. Lessor, in consideration for the rents to be paid and the covenants and agreements to be performed by Lessee, hereby leases to Lessee approximately 3,490 sq. ft. of property shown as the Leased Area shaded in gray and green on the attached **Exhibit B**, subject to the terms and conditions set forth in this Lease.

2. POSSESSION. Lessor agrees to deliver exclusive possession of the Leased Area on the Lease Commencement Date (defined below), subject to any easements and restrictions of record.

3. TERM. The Term of this Lease shall commence on October 1, 2021 ("Lease Commencement Date") and shall terminate automatically on Septebmer 30, 2026, without any further action of the parties, unless Lessor specifically grants an extension in writing or expressly revokes or cancels this Lease by notifying Lessee in writing.

4. BASE RENT. Lessee shall pay to Lessor as base rent ("Base Rent") for the use of the Leased Area the sum of TWO THOUSAND NINETY-FOUR AND 00/100 DOLLARS ($2,094.00) per year, adjusted annually by the Consumer Price Index for All Urban Consumers (PCI-U): Selected areas, all items index, Midwest urban; size B/C. The first Base Rent payment is due on October 1, 2021. Thereafter, Lessee shall pay Base Rent annually to Lessor, by Automatic Clearing House ("ACH"), on the anniversary date of the Lease Commencement Date.

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

6. DUMPSTER ENCLOSURE INSTALLATION, REPAIR AND MAINTENANCE. At its sole cost and expense, Lessee shall install concrete on portion of the Leased Area shaded in gray as shown on **Exhibit B.** Lessee shall also, at its sole cost and expense, install a trash dumpster enclosure to accommodate a total of 3 (three) dumpsters for the benefit of his Business. Both the concrete and trash dumpster enclosures must be installed within 9 (nine) months from the Lease Commencement Date. Lessee's obligation to improve the Property to install concrete and trash dumpster enclosure must comply with all relevant Code requirements. Lessee shall obtain all necessary permits, inspections, and approvals, at its sole cost and expense. Plans for the concrete and trash dumpster enclosure must be approved by the Building Official, Sanitation Superintendent, and Senior Planner.

Lessee shall also maintain a landscaped buffer on the portion of the Leased Area shaded in green on the attached **Exhibit B**, at its sole cost and expense. Such landscaping must be approved as part of the concrete installation and dumpster enclosure plan described in the preceding section.

Lessee shall maintain the Leased Area in a first-class, clean, safe, well-maintained manner. Without limiting the foregoing, Lessee shall:

A. be responsible for all maintenance, upkeep, and/or all Code violation corrections;
B. not install any grease tanks or receptables in the trash dumpster enclosure area;
C. place all trash dumpsters in an enclosure;
D. obtain all necessary approvals required by DTE Energy Company;
E. remove trash, debris, and litter on a daily basis from the Leased Area;
F. remove snow and ice from the Leased Area;
G. apply salt for snow and ice on the Leased Area;
H. remove any graffiti from the Leased Area;
I. ensure that dumpster enclosure gates remain closed;
J. shall not cause or permit any obstruction to the alley;
K. trim, water, weed, and provide general maintenance to the landscaping; and
L. repair and replace, as necessary, the paving materials on the Leased Area.

Lessee shall defend, indemnify and hold Lessor harmless from all claims and liabilities due to the acts or omissions arising from these duties.

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

8. SPECIFICATIONS.

A. Lessee agrees to maintain the trash dumpster enclosure located on the Leased Area for use in conjunction with his Business and in accordance with all local and state regulations. Lessee agrees to do so at its own cost and expense and in accordance with the terms of this Agreement. Lessee further agrees that the Leased Area shall be clear of all liens, claims of lien, and any other claim of contractors, laborers, and material suppliers associated with Lessee's improvements.

B. Lessee's trash dumpster enclosure on the Leased Area must be in accordance with all approved site plans and necessary permits and all necessary approvals from the Dearborn Planning Commission and Zoning Board of Appeals, if required. Lessor shall enforce its ordinance, rules, regulations, and Codes in the same manner as it enforces them generally, and without discrimination in favor or against Lessee.

C. It is expressly agreed that Lessor makes no warranties that the Leased Area complies with federal, state, or local governmental law or regulations applicable to the Lessee's use. Lessee has fully examined and inspected the Leased Area and accepts the Leased Area "AS IS" in its existing condition with no warranties or any kind concerning the condition of the Leased Area or its use. Lessee understands that there may be utility easements that impact the Leased Area.

9. ASSIGNMENT OF LEASE. Lessee shall not assign, transfer, convey, sublet, or otherwise substitute another person or entity into this Lease, without the prior written consent of the Lessor. If Lessor consents to such assignment, Lessor reserves the right to increase the rent upon assignment of the Lease. Lessee shall provide Lessor with sixty (60) days' notice if it intends to transfer ownership of its business.

10. Variances. Any improvements to the Property must comply with the Dearborn Zoning Ordinance and other applicable ordinances, rules, and regulations. Lessee acknowledges that this is a waiver to seek any variance of any zoning requirements, except for a dumpster enclosure, if necessary.

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

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

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

12. INDEMNIFICATION. Lessee shall defend, indemnify, and save harmless, Lessor, its officials, agents, employees, and representatives against any and all claims, suits, and judgments of every kind and description arising out of the installation, construction and/or maintenance of the concrete, trash dumpster enclosure, and landscaping in the Leased Area, except to the extent that the loss or damage is caused by the gross negligence or intentional acts of Lessor.

13. ADDITIONAL COVENANTS OF LESSEE. Lessee covenants and agrees during the Term or any extension thereof, that it shall:

A. not commit any waste on the Leased Area.
B. use and operate the Leased Area in compliance with all existing and future laws, statutes, regulations, rules, and ordinances of all governmental authorities and agencies, with respect to the use and occupancy of the Leased Area including all environmental laws.
C. take all such precautions so as to protect Lessor's property from damage.

At the termination or cancellation of this Lease, the Leased Area shall be restored by Lessee to its original condition, at Lessee's sole cost and expense, or to a condition satisfactory to Lessor. Lessee is solely responsible for the cost of any repair or removal of the concrete, trash dumpster enclosure and improvements to the Leased Area if required by Lessor at the expiration or termination of the Lease Term.

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

15. DEFAULT AND REMEDIES.

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

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

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

B. It is agreed that each and every of the rights, remedies, and benefits provided to Lessor by this paragraph #15 shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed at law or equity.

C. In case suit shall be brought for recovery of possession of the Leased Area or for recovery of rent or any other amount due under the provisions of this Lease or because of the breach of any of the covenants contained herein, the non-prevailing party shall pay to the prevailing party all expenses incurred therefor, including reasonable attorney's fees incurred.

D. The parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever out of or in any connection with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Leased Area, and/or any claim of injury or damage.

E. Notwithstanding anything contained herein to the contrary, any default by Lessee which occurs two or more times in any three month period shall constitute a separate and independent default of Lessee.

16. MISCELLANEOUS.

A. If Lessee holds over after the termination or expiration of this Lease, thereafter at Lessor's option, Lessee shall be deemed a month-to-month tenant, and the Base Rent shall be increased to FIVE HUNDRED DOLLARS and 00/100 DOLLARS ($500.00) per month.

B. One or more waivers of any covenant or condition by Lessor shall not be construed as a waiver of a further breach of the same covenant or condition.

C. Any notice which either party may or is required to give, shall be given as follows:

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

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

If to Lessee at:

Abdo Munaser & Sons LLC
6427 Chase
Dearborn, MI 48120
Attn.: Abdo Mohamed Munaser

With a copy to:
Arabian Village Market
10040 Dix Ave.
Dearborn, MI 48120
Attn.: Mohamed Munaser

D. This Lease shall be governed by the laws of the State of Michigan.

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

F. Nothing contained in this Lease shall constitute or be construed to be or create a partnership or joint venture between the Lessee, its successors or permitted assigns or the Lessor, its successors and assigns.

G. Nothing in this Lease shall confer any rights or remedies upon persons other than Lessor and Lessee and each of their respective successors and permitted assigns, nor to confer upon anyone the status of third-party beneficiary of this Lease.

H. If any one or more of the provisions of this Lease, or the applicability of any such provisions to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and all other application of the provisions and the balance of this Lease shall not be affected.

I. The covenants, conditions and agreements hereon are binding on their heirs, successors, representatives and assigns of the parties hereto.

J. This Lease, along with the attached exhibits, shall constitute the entire agreement between the parties and may be amended only by the written instrument duly executed by the parties.

K. Other than specifically stated herein, Lessee shall not make or cause to be made any alterations, additions or improvements to the Leased Area or install or cause to be installed any improvements thereon without the prior written approval of Lessor which may be denied in its sole and absolute discretion. As a condition of any such approval, Lessor shall have the right to impose such limitations to the extent Lessor requires their removal.

L. Lessee shall not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Leased Area without Lessor's prior written approval.

M. Lessor shall not responsible for damage or loss to Lessee's belongings on the Leased Area, whether or not such damage is caused by vehicles or persons on the Leased Area and/or surrounding areas.

N. Lessor shall not be liable in the event of any interruption in the supply of any utilities.

O. Lessee and Lessee's employees and agents shall not solicit business in or on the Leased Area.

P. Lessor or Lessor's agents shall have the right to enter upon the Leased Area at all reasonable times to examine same, to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and shall be allowed to take all materials into and upon the Leased Area that may be required therefor.

Q. Any amount due from Lessee to Lessor hereunder which is not paid when due shall bear interest at the highest legal rate form the date due until paid.

R. Lessee and Lessor have each had the opportunity to consult with counsel regarding this Lease. Therefore, this Lease shall not be construed against either party as the drafter of same.

S. This Lease is subject to the approval of the Dearborn City Council.

T. Lessor reserves the right to cancel this Agreement at any time, for any reason, without further obligation, provided Lessor affords Lessee 60 days' written notice in accordance with section 16(C) herein.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF DEARBORN
Lessor

BY: ______________________
JOHN B. O'REILLY, JR.
Mayor, City of Dearborn
As authorized by CR 9-436-21

APPROV
DATE: 10/15/21
CORPO

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 22nd day of OCTOBER, 2021, before me appeared JOHN B. O'REILLY, JR., to me personally known who, being sworn by me, did say that he is the Mayor of the City of Dearborn, and that said instrument was signed on behalf of the City of Dearborn by authority of CR 9-436-21, and said JOHN B. O'REILLY, JR. acknowledged said instrument to be the free act and deed of the City of Dearborn.

DAVID J. NORWOOD
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires December 19, 2027
Acting in the County of WAYNE

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

ABDO MUNASER & SONS, LLC
Lessee

BY: ______________________
Abdo Mohamed Munaser
Its Member

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 17th day of Sept, 2021, before me appeared ABDO MOHAMED MUNASER, to me personally known who, being sworn by me, did say that he is the Member for Abdo Munaser & Sons, LLC, and that said instrument was signed on behalf of Abdo Munaser & Sons, LLC and said ABDO MOHAMED MUNASER acknowledged said instrument to be the free act and deed of Abdo Munaser & Sons, LLC.

____
Notary Public, Wayne County, MI
My Commission expires:

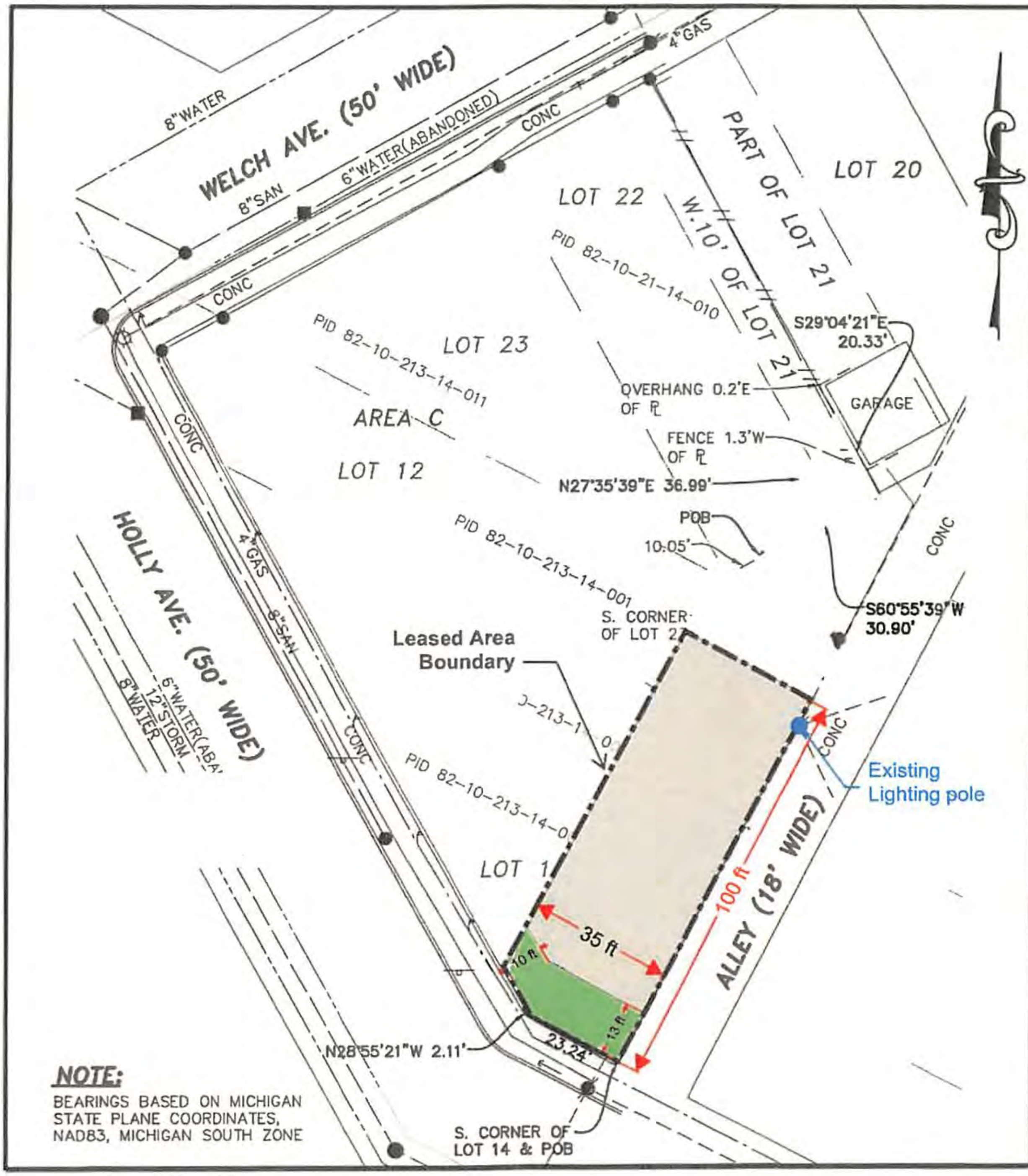
GAMAL ABDULLAH
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires: January 6, 2028
Acting in the County of Wayne

EXHIBIT A

City-owned property:

Lot 14 Frederick Schweizers Sub., Tax ID No. 82-10-213-14-003
Lot 13 Frederick Schweizers Sub., Tax ID No. 82-10-213-14-002
Lot 12 Frederick Schweizers Sub.; Tax ID No. 82-10-213-14-001
W. 10 ft. of Lot 21 & Lot 22 Fairfield Sub., Tax ID No. 82-10-213-14-010
Lot 23 Fairfield Sub., Tax ID No. 82-10-213-14-011

Exhibit B



Leased Area = +/-3,490 sq.ft

- Paved Area = +/-3,027 sq.ft
- Landscape Area = +/-460 sq.ft

By Dabaja supported by Sareini.

9-436-21. WHEREAS: Abdo Mohamed Munaser, on behalf of Abdo Munaser & Sons, LLC, owner of Arabian Market at 10040 Dix Avenue has requested that the City lease a portion of the City-owned property near the rear of the building for the installation of a concrete pad, dumpster enclosure to accommodate three dumpsters, and landscaping buffer, and

WHEREAS: The proposed leased area is comprised of two pieces of property that make up approximately 3,490 sq. ft. as shown on the attached map, and

WHEREAS: The area shaded in gray is the portion designated for the installation of a concrete pad and a dumpster enclosure. The area shaded in green is the piece proposed for the installation of a landscape buffer, and

WHEREAS: The request was reviewed by the Law Department, Economic and Community Development Department, Property Maintenance and Development Services Department, City Planning division, and the City Assessor, and

WHEREAS: Scott Miller's current opinion of value for lease of 3,490 sq. ft. to install the improvements is $2,094/year, adjusted annually by the Consumer Price Index (CPI), and

WHEREAS: The Legal Department recommends that the City Council approve the request to lease approximately 3,490 sq. ft. of property located near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron as depicted on the attached map to Abdo Munaser & Sons, LLC for $2,094/year, adjusted annually by CPI, beginning on October 1, 2021, for a five-year term, plus a $200 annual administrative fee, plus payment of taxes, and

WHEREAS: The lessee will also be responsible for the installation and maintenance of a concrete pad, dumpster enclosure to accommodate three dumpsters, and a landscape buffer which must be completed within nine months of the lease commencement date, and

WHEREAS: The Legal Department has also recommended that the Mayor be authorized to execute a lease agreement on behalf of the City to memorialize the transaction, subject to review and approval of Corporation Counsel; therefore be it

RESOLVED: That this Council does hereby approve Abdo Munaser & Sons, LLC's request to lease approximately 3,490 sq. ft. of property near the rear of 10040 Dix Avenue, adjacent to the alley between Holly and Akron as depicted on the attached map, for $2,094/year, adjusted annually by CPI, beginning on October 1, 2021, for a five-year term, plus a $200 annual administrative fee, plus payment of taxes, and responsibilities outlined in the lease agreement, which are subject to the review and approval of Corporation Counsel; be it further

RESOLVED: That the Mayor is hereby authorized to execute a lease agreement on behalf of the City of Dearborn to memorialize the lease terms, subject to the review and approval of Corporation Counsel; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

MAYOR'S OFFICE

TO: City Council

FROM: Mayor Abdullah H. Hammoud

SUBJECT: Conference of western wayne membership

DATE: September 17, 2026

The Mayor's Office requests authorization to renew a city-wide membership with the Conference of Western Wayne (CWW) for the Fiscal Year 2026/2027. The cost of the city-wide membership is $12,185.00, which is the same as last fiscal year.

Membership provides the City of Dearborn with a collective voice in the nation's capital on federal policy and advocacy issues that concern the City. Membership also networks the City's elected and top appointed officials with the experience and ability of municipal leaders nationwide and provides access to resources used to promote innovation and manage common issues such as Veteran homelessness, local job training programs, local water infrastructure projects, and other transportation programs.

Additionally, membership benefits include a weekly newsletter, attendance at annual meetings that offer educational opportunities, and an active website which provides members access to studies, reports, and information that can assist in improving performance.

The membership dues for FY26 are budgeted in city-wide account 101-1299-421-65.00.

Zaineb A. Hussein
Chief of Staff

CWW
CONFERENCE OF WESTERN WAYNE
The Governing Voice for
700,000 Wayne County Residents

To: The Honorable CWW Board of Directors
City/Township Managers

Date: August 26, 2026

As a CWW member, please find the below specifics about how the CWW remains unmatched in value for your community.

Return on Investment as a CWW member

CWW dues for the City of Dearborn: $12,185

911 revenue for the City of Dearborn: $610,571
(3 year rolling average)
911 revenue for all CWW communities: $4,083,743
(3 year rolling average) *See attached for breakdown

Annual disbursements to CWW Youth Assistance Programs: $521,358

The following are some specific examples of **CWW's Regional Work:**

- 911 Disburse, Comply, Monitor, Advocate
- Legislative Tracking and Advocacy
- CWW Annual Salary Survey
- Airspace Link Drone Assessment Project
- Western Wayne Business Leadership Banquet
- Schoolcraft Firefighter Testing
- Youth Assistance Programming
- Regional Salary Survey
- Rescue Recovery ($1,000,000 in 2026)

Total CWW Dues from all Communities: $118,814

Benefit to Member Communities Annually: $ 5.6 Million

CITIES
Belleville
Dearborn
Dearborn Heights
Garden City
Inkster
Livonia
Northville
Plymouth
Romulus
Wayne
Westland

TOWNSHIPS
Canton
Huron
Northville
Plymouth
Redford
Sumpter
Van Buren

Jordyn Sellek
Executive Director
911 Coordinator

Ana Healander
Assistant Director

Three Year Rolling Average of 9-1-1 Payments by Community

Community	Three Year Rolling Average
City of Belleville	$ 23,035
Canton Township	$ 547,825
City of Dearborn	$ 610,571
City of Dearborn Heights	$ 351,733
City of Garden City	$ 152,620
Huron Township	$ 94,758
City of Inkster	$ 145,457
City of Livonia	$ 530,504
City of Northville	$ 16,298
Northville Township	$ 176,894
City of Plymouth	$ 52,764
Plymouth Township	$ 155,714
Redford Township	$ 275,286
City of Romulus	$ 140,411
Sumpter Township	$ 54,372
Van Buren Township	$ 169,226
City of Wayne	$ 99,022
City of Westland	$ 474,421
Wayne County Airport Authority	$ 12,833
Total	$ 4,083,743

CITY OF DEARBORN
OFFICE OF MAYOR
ABDULLAH H. HAMMOUD

TO: **CITY COUNCIL**

FROM: **MAYOR ABDULLAH H. HAMMOUD**

SUBJECT: **APPOINTMENT - CITY BEAUTIFUL COMMISSION**

DATE: **SEPTEMBER 10, 2026**

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

Name: Lila Kadaj

Status: Appointment

Current Term Ending: N/A

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2029

Attendance: N/A

Phone: (313) 753-0820

Email: lulumumeow@aol.com

Mailing Address: 7854 Pinehurst Street, MI 48126

Abdullah H. Hammoud
Mayor

cc: Community Relations
cc: Law Department

CITY OF DEARBORN
OFFICE OF MAYOR
ABDULLAH H. HAMMOUD

TO: CITY CLERK

FROM: MAYOR ABDULLAH H. HAMMOUD

SUBJECT: APPOINTMENT - CITY BEAUTIFUL COMMISSION

DATE: SEPTEMBER 10, 2026

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

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

Name: Lila Kadaj

Status: Appointment

Current Term Ending: N/A

Filling a Vacancy for: N/A

Term Duration: 3 Years

Appointment Term Ending: June 30, 2029

Attendance: N/A

Phone: (313) 753-0820

Email: lulumumeow@aol.com

Mailing Address: 7854 Pinehurst Street, MI 48126

Abdullah H. Hammoud
Mayor

cc: Community Relations
cc: Law Department

Application

Commission	City Beautiful Commission
Tracking number	DCB-CB-vsuu89f8
Current status	Interview Scheduled
Submitted	2026-01-29 00:00:00 UTC

Applicant

Name	Lila Kadaj
Email	lulumumeow@aol.com
Phone	13137530820
Home address	7854 Pinehurst Street, Dearborn, MI, USA
ZIP code	48126
Years of residency	33

Professional background

Occupation	Artist art teacher
Education level	Master Degree
Education detail	Wayne state university
Memberships	Substainable garden award from you. I am an active member of our gym.
Professional history	Master of fine arts painting fomf WSU. BS in Art Education from WSU. Have exhibited my oil paintings at The Detroit Institute of Arts....Cranbrook.....Arabic Ametican National Museum. Taught art at WSU...Eastern Mi. University.....OCC....Taught art for Detroit Public Schools.... Have exhibited art work in mi.

Why they want to serve

Love gardening and my community and to the the oppotunity to work with both to make deeper positive people connection and to beautiy Dearborn would be so gratifying.

Attachments

No files were uploaded with this application.

C.R. 9-445-26

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 26-1872

INTRO:
HAM
TABLE:
ABR/ALS

REQUEST: Rezoning: 7100 Freda Street (Parcel # 82-10-082-07-008)

CITY CLERK, DEARBORN MI
2026 AUG 28 PM3:24

DEPARTMENT: Economic Development

BRIEF DESCRIPTION:

- Existing Zoning: RE (Multiple Family Residential District) and VP (Vehicular Parking District)
- Proposed Zoning: RE (Multiple Family Residential District)
- Planning Commission recommended approval of the request at the August 10th, 2026 meeting.
- Planning & Zoning Division recommended approval to the Planning Commission.

PRIOR COUNCIL ACTION:

In 1988, City Council approved a rezoning request to rezone the subject portion of the property (which was a separate parcel) from Residence "D" (Multiple Dwellings) to Business "P" (Parking) zoning classification (C.R. 2-51-88).

BACKGROUND:

The property has three future land use designations, the proposed rezoning is consistent with the parcel's future land use designation of *Great Neighborhoods: High Density*.

The rezoning would consolidate the entire parcel under one zoning classification, allowing for a redesign that complies with the requirements of that zoning district.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

The proposed rezoning will support current residents by adding more parking spaces to serve the existing apartment building, further reducing reliance on the surrounding on-street parking.

IMPLEMENTATION TIMELINE:

Requires two readings by City Council.

COMPLIANCE/PERFORMANCE METRICS: N/A

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Planning Commission

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Rezoning: 7100 Freda Street (Parcel # 82-10-082-07-008)

DATE: September 3rd, 2026 (COW)

Summary of Request

The applicant is requesting to rezone the northern portion of the parcel, +/- 35 ft. (lot 53), at 7100 Freda Street from VP (Vehicular Parking) to the RE (Multiple Family Residential) zoning district. The property is 0.484 acres and contains an existing multi-family apartment building with 24 units and a parking lot. The applicant is requesting the rezoning to expand and reconfigure the apartment complex's current parking lot.

In 1988, City Council approved a rezoning request to rezone the subject portion of the property (which was a separate parcel) from Residence "D" (Multiple Dwellings) to Business "P" (Parking) zoning classification (C.R. 2-51-88). In 2017, the property owner requested to combine the parcel (which contained the existing parking lot) with the parcel to the south (which contained the existing apartment complex). The lot combination resulted in a split-zoned parcel (RE & VP).

Background and Justification

- Per the Master Plan, the future land use designations of the subject property are *Mixed-Use Centers: Shopfront, Great Neighborhoods: Low Density and Great Neighborhoods: High Density*. The proposed rezoning portion does not align with the future land use *Mixed-Use Centers: Shopfront* or *Great Neighborhoods: Low Density* designated by the Master Plan as illustrated in the table below.

Zoning Districts	Future Land Use		
	Mixed-Use Centers	*Great Neighborhoods*	*Great Neighborhoods*
	Shopfront	*Low Density*	*High Density*
R-A One Family Residential		☒	
R-B One Family Residential		☒	
R-C Multiple Family Residential			
R-D Multiple Family Residential			
R-E Multiple Family Residential			☒
R-P Preservation			
O-S Business Office	☒		
B-A Local Business	☒		
B-B Community Business	☒		☒
B-C General Business	☒		☒
B-D Downtown	☒		
I-A Light Industrial			
I-B Medium Industrial			
I-C Intensive Industrial			
I-D General Industrial			
T-R Technology Research			
PUD, Planned Unit Development/Mixed Use	☒		☒
FP, Floodplain			
VP, Vehicular Parking			
VPD, Vehicular Parking – Class A Auto Dealership			

- The Master Plan defines the northern portion as *Mixed-Use Centers: Shopfront* designation as the following:
    - *"Local and community commercial and office service areas that typically have parking in the rear or side yards and buildings are built to the front property line, placing an emphasis on pedestrian and automobile customers. Appropriate land uses include: general retail, food service, office and service type use. Gas stations, auto repair and drive-through facilities are generally inappropriate in these areas."*

- The Master Plan defines the rest of the subject property as *Great Neighborhoods: Low Density and High-Density* designation as the following:
    - *Ideal neighborhoods feature tree-lined streets with sidewalks, on-street parking, and well-maintained landscaping. Appropriate land uses include: detached single family residential dwelling units, duplexes, schools, cemeteries, parks, places of worship and civic buildings."*

    - *"Appropriate land uses include: high rise apartment and condominium complexes, dwelling units and compatible accessory land uses such as community centers and parks."*

- Although the parcel is classified into three future land use designations, the proposed rezoning is overall in alignment with *Great Neighborhood: High Density* classification.

- The proposed RE zoning is consistent with the following Master Plan goals and objectives:

    - Goal: Diversify the housing stock to respond to the community's demographic changes in age, income, job mobility, and household composition.

- The proposed rezoning would be an extension of the existing RE zoning located south of the proposed rezoning. Additionally, it would consolidate the parcel's zoning classification into one district and allow for a redesign that complies with the requirements of that zoning district.

    - Reconfiguring the existing site that is currently under two different zoning classifications makes it very challenging, as any proposed changes must adhere to both zoning requirements.

    - The VP district under the City Zoning Ordinance requires additional screening requirements when abutting residential use. This will be very hard to comply with, especially when use in VP is incidental to the use in RE.

    - The RE district under the City Zoning Ordinance has screening requirements for the proposed parking lot design within the RE district.

- Overall, the proposed rezoning would help improve nonconformities on the site.
  - The existing parking lot is currently nonconforming to the requirements of the VP zoning district.
  - The apartment building is currently nonconforming to the requirement for number of units per acre. The proposed rezoning will decrease the nonconformity by increasing the area of the RE zoning district.

- All developments/uses within the RE zoning district require site plan review by the Planning Commission. This means that the Planning Commission must approve any proposed changes to the site plan.

VP to RE Comparison

- An overview of differences in the development regulations between the VP and RE districts are provided in Exhibit B-9.

- An overview of the uses permitted by right and subject to Special Land Use approval in the VP and RE districts are provided in Exhibit B-10.
  - The uses permitted in the RE district are considered compatible with the parcel's surrounding land uses.

Recommendation:

After due consideration and a public hearing on August 10th, 2026 the following recommendation was made by the Planning Commission:

A motion was made by Commissioner Abdallah, supported by Commissioner Kadouh to recommend approval of the request of Joe Sanfillipo, on behalf of Huron River Dearborn LLC, to rezone 7100 Freda Street (Parcel #: 82-10-082-07-008) from an RE (Multi-Family Residential) and VP (Vehicular Parking) zoning classification to an RE (Multi-Family Residential) zoning classification. Upon roll call the following vote was taken: Ayes: (8) (Commissioners Abdallah, Easterly, Fadlallah, Kadouh, King, Mohamed, Phillips, Saymuah). Nays: (0). Absent: (1) (Commissioner Abdulla). The motion was adopted

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared by:

Massara Zwayen

MASARRA ZWAYEN
Planning and Zoning
Manager

Approved:

Signed by:

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JORDAN TWARDY
Economic Development Director

Signed by:

Carter Fisher

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CARTER FISHER
Corporation Counsel

Site Context - *7100 Freda Street*

Legend

Subject Property

0 100 200 400 Fee

Dearborn Planning Commission | August 10th, 2026 | CASE. NO. 26-19 | EXHIBIT: B-2

Zoning Map - 7100 Freda Street

Proposed Zoning Map - *7100 Freda Street*

DEARBORN PLANNING COMMISSION | August 10, 2026 | CASE. NO. 26-19 | Exhibit B-4

Future Land Use Map - 7100 Freda Street

Legend

- Subject Property
- Great Neighborhoods - Low Density
- Great Neighborhoods - Medium Density
- Great Neighborhoods - High Density
- Mixed Use Centers - Town Center
- Mixed Use Centers - Vehicle Oriented
- Mixed Use Centers - Shopfront
- Industrial - Logistics
- Industrial - Manufacturing

The subject property's Future Land Use Designation is:

Mixed Use Centers - Shopfront

Great Neighbourhoods - Low Density

Great Neighborhoods - High Density

Fee
0 25 50 100

Existing Site Condition- *7100 Freda Street*

Exhibit B-7

Epic Property Management
1475 Eureka Road, Wyandotte, MI 48192
734.225.6934

The purpose of this request is to construct a new parking lot that will provide dedicated off-street parking for residents. The project is intended to improve parking availability, enhance resident convenience and safety, reduce on-street parking congestion, and increase the overall functionality and value of the property.

C.R. 9-446-26

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

ORDINANCE NO. 26-1873

INTRO: HAM
TABLE: PAR/ALS

REQUEST: Zoning Language Amendment: Temporary Moratorium – Amending Articles 1.00 and 2.00.

DEPARTMENT: Economic Development

CITY CLERK, DEARBORN MI
2026 AUG 28 PM3:25

BRIEF DESCRIPTION:

- City Council requested a 6-month moratorium on data centers to allow for the research, writing, and adoption of ordinance language specific to this use.
- On advice of the Legal Department, the moratorium has been proposed as a Zoning Language Amendment.
- The Planning Commission recommended approval at the August 10th, 2026 meeting.
- The Planning & Zoning Division recommended approval to the Planning Commission.

PRIOR COUNCIL ACTION: City Council previously passed an amendment to the zoning ordinance removing "Data Processing" as a permitted use in August 2026 (C.R. 7-373-26).

BACKGROUND:

Prior to the recently passed amendment, Data Processing was permitted in the TR- Technology and Research District and all Industrial districts (IA, IB, IC, and ID).

While City Council removed "Data Processing" as a listed use from the Zoning Ordinance, Data Processing uses are still permitted under the ID – General Industrial district with no specific site developmnent standards.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

The proposed ordinance ensures that there is sufficient time to draft langauge specific to data centers, to make certain that any negative community impacts can be properly mitigated through subsequent ordinance language.

IMPLEMENTATION TIMELINE:

Requires two readings by City Council.

COMPLIANCE/PERFORMANCE METRICS: N/A

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

TO: **City Council**

FROM: **Planning Commission**

VIA: **Mayor Abdullah H. Hammoud**

SUBJECT: **Zoning Language Amendment: Temporary Moratorium**

DATE: **September 3rd, 2026 (COW)**

The Planning & Zoning Division proposes an amendment to the City of Dearborn's Zoning Ordinance to add a definition for data centers and establish a 6-month moratorium on data center uses.

Background:

The scope of this proposed amendment includes adopting a temporary moratorium on data centers as requested by City Council.

With the increased demand and societal shifts towards Artificial Intelligence (AI) and Cloud-Based Storage systems, communities across the country have experienced a significant increase in requests for large-scale data center facilities. While data centers can operate as a small- or large-scale operation, these modern facilities require significant amounts of land, electricity, and water resources as part of their operations. Consequently, these facilities have been found to generate noise pollution and negative impacts on the surrounding area's utility infrastructure.

In August 2026, City Council passed a Zoning Language Amendment regarding data processing (C.R. 7-373-26). This specific amendment eliminated the use of "data processing" as a permitted land use within the Industrial A (IA) and Technology and Research (TR) districts.

However, under that amendment, these facilities would still be permitted within the General Industrial (ID) Zoning District. While they would have to abide by general site development standards, these facilities would lack specific standards to regulate their operations. Given growing concerns about the impact of these facilities on the city's water and energy resources, it is recommended that a six-month moratorium be established as an interim ordinance regulation to protect the public health, safety, and general welfare of the inhabitants and the lands and resources of Dearborn.

This temporary moratorium would provide the necessary time needed for staff to research and draft ordinance regulations to guarantee these facilities not only align with the city's future land use goals, but that specific site development standards are created to meet modern environmental, health, and safety standards. This would ensure that these facilities cannot operate in a way that generate negative external impacts or nuisances to surrounding properties.

ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

Summary of Changes

A definition for "Data Centers" is being proposed as part of the Zoning Language Amendment under Section 1.03, titled "Definitions." Currently, data centers are considered an unlisted use in the Zoning Ordinance. To implement a moratorium on a specific land use, it is a best practice to provide a clear description of what that use entails.

A Temporary Moratorium regulation is being proposed under Section 2.06 of Article 2.00, entitled "General Provisions," of the Zoning Ordinance. The text amendment will specifically include "Data Centers" in this section for the duration of the moratorium. If approved, this Temporary Moratorium Zoning Language Amendment is expected to take effect in October 2026, with the moratorium set to expire by the end of March 2027.

Recommendation:

After due consideration and a public hearing on August 10th, 2026, the following recommendation was made by the Planning Commission:

A motion was made by Commissioner Kadouh, supported by Commissioner King to recommend approval of the ordinance amendment for Articles 1.00 & 2.00. Upon roll call the following vote was taken: Ayes: (8) (Commissioners Abdallah, Easterly, Fadlallah, Kadouh, King, Mohamed, Phillips, Saymuah). Nays: (0). Absent: (1) (Commissioner Abdulla). The motion was adopted.

Signature Page

Prepared by:

Massara Zwayen

MASSARA ZWAYEN
Planning and Zoning Manager

Approved:

Signed by:
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JORDAN TWARDY
Economic Development Director

Signed by:
Carter Fisher
3F46972DF97F42A...

CARTER FISHER
Corporation Counsel

ORDINANCE NO. 26-1873

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF DEARBORN BY AMENDING ARTICLE 1.00, ENTITLED "SHORT TITLE, RULES OF CONSTRUCTION AND DEFINITIONS"

THE CITY OF DEARBORN ORDAINS TO:

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

ARTICLE 1.00 - SHORT TITLE, RULES OF CONSTRUCTION AND DEFINITIONS:

Sec. 1.03. - Definitions.

- **Data Center**: A facility with a building and/or group of buildings that is used primarily for storage, management, processing, and transmission of digital data, which houses computer servers, network equipment, data processing storage systems, telecommunications equipment, appliances, and other associated components related to digital data operations, and including a facility that houses power generators or power supply systems, water cooling systems or other cooling equipment, fuel storage, utility substations, and other associated utility infrastructure to support sustained operations at the Data Center. This term does not include data server rooms that are accessory and incidental to a principal permitted use and which support the primary operations of the principal permitted use.

ORDINANCE NO. 26-1873

AN ORDINANCE TO AMEND THE ZONING ORDINANCE

OF THE CITY OF DEARBORN BY AMENDING

ARTICLE 2.00, ENTITLED

"GENERAL PROVISIONS"

WHEREAS, within the last year, the establishment of large-scale and hyper-scale data centers and data processing facilities has accelerated nationwide and within the State of Michigan, due in part to the unprecedented development and use of artificial intelligence technologies, and such facilities frequently consume extraordinary amounts of electrical power and water resources and create unique land use and community impacts;

WHEREAS, the rapid development of data center facilities has created new land use planning challenges and public health concerns for municipalities, including but not limited to impacts on electrical grid capacity and reliability, water supply and wastewater infrastructure, persistent noise, vibration, and other sonic impacts, environmental pollution, public safety considerations, and compatibility with surrounding residential, commercial, and institutional uses;

WHEREAS, because of the unprecedented and unique nature of these types of data centers and the potentially significant community impacts, the City's current zoning and land use regulations do not adequately address the operational standards necessary for a data center facility to operate within the City in a manner that protects the public health, safety, and welfare;

WHEREAS, City Council finds that, prior to review and approval of any application for operation of a data center within City limits, a comprehensive review and study of existing City zoning regulations and the potential land use, environmental, economic, and community impacts of data centers is necessary in order to ensure that any such data center that may be approved in the future operates in a manner that protects the public health, safety, and welfare of City residents;

WHEREAS, City Council finds that a moratorium on the acceptance, review, consideration, and approval of any application for the operation or use of a data center for a period of six months from the effective date of this ordinance is necessary and appropriate in order to permit the City sufficient and reasonable time to review the zoning and operational standards applicable to data centers to ensure their responsible development and operation and to research and draft site development standards for these facilities that align with modern environmental, health, and safety standards.

THEREFORE, THE CITY OF DEARBORN ORDAINS TO:

Amend Article 2.00 of the Zoning Ordinance of the City of Dearborn to include the following:

ARTICLE 2.00 – GENERAL PROVISIONS:

Sec. 2.06. – ~~Reserved~~ Interim Zoning Ordinance Regulations.

A. Temporary Moratorium on Data Centers

In order to preserve the health, safety, and welfare of City residents and their surrounding environment while affording the City the necessary and reasonable time to research, prepare, and enact regulations regarding Data Centers that promote public health, safety, and welfare, a temporary moratorium of 180 days from the effective date of this ordinance is imposed on the acceptance, review, consideration, and approval of any application for the establishment and use of any Data Center within the City.

If an application for a Data Center is received while the moratorium is effective, the receiving department shall log that application and forward a copy of the application to the Law Department. Corporation Counsel or their designee shall then provide the applicant with a written notice confirming that the application has been received and notifying the applicant of this moratorium, including its effective and expiration dates, and shall notify City Council that such application has been received.

FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Award of Cooperative Contract for Levagood Park and Oak Park Playgrounds Renovation with Landscape Structures. Also authorize the Chief Financial Officer to appropriate $2,117,887 of General Fund fund balance as a transfer to the General Capital Improvement Fund, and to recognize and appropriate the transfer in projects I26527 and I26528.

DEPARTMENT: Parks and Recreation Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

The Parks & Recreation Department recommends the approval of the Levagood Park Inclusive Playground, and Oak Park, ADA Playground with Landscape Structures at a total cost of $2,303,361.

The Levagood Park Inclusive Playground is designed around a space theme, creating an engaging environment where children of all abilities can explore, imagine, and develop physical, cognitive, sensory, and social skills. Custom climbers, interactive features, and accessible play elements encourage discovery, problem-solving, creativity, and social interaction.

PRIOR COUNCIL ACTION:

C.R. 7-385-25 – Cherry Hill Park, C.R. 3-140-26 – Land and Water Conservation Fund grant application for Levagood Playscape.

BACKGROUND:

The Levagood Park Inclusive Playground is designed around a space theme, creating an engaging environment where children of all abilities can explore, imagine, and develop physical, cognitive, sensory, and social skills. Custom climbers, interactive features, and accessible play elements encourage discovery, problem-solving, creativity, and social interaction.

The Oak Park Inclusive Playground will feature a forest theme that complements the park's existing oak trees and natural setting, creating a play environment that connects children with the character of the park.

Both playgrounds incorporate inclusive routes, varied physical challenges, sensory-rich features, and accessible swings to ensure children of all abilities can participate, build confidence, and experience a sense of belonging.

FISCAL IMPACT: $2,303,361 (Levagood $1,516,288; Oak Park $787,073). Appropriation of $2,117,887 of General Fund fund balance. A Land and Water Conservation Fund grant application was submitted for Levagood Park. If awarded, the General Fund impact will be reduced by $500,000.

COMMUNITY IMPACT: The Levagood Park Inclusive Playground will expand access to high-quality, inclusive recreation while providing a unique space-themed destination that encourages exploration, imagination, and healthy development for children of all abilities.

Together with Oak Park's nature-inspired design, the project strengthens Dearborn's commitment to welcoming, accessible parks that bring families and the community together.

IMPLEMENTATION TIMELINE:

Pending Council approval, these projects will take approximately 9 months to complete.

COMPLIANCE/PERFORMANCE METRICS: Parks and Recreation will manage this project.

FINANCE **EXECUTIVE SUMMARY AND MEMORANDUM**

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Award of Contract for Levagood Park & Oak Park Playground Renovations with Landscape Structures

DATE: September 8, 2026

Budget Information

Projects:	I26527: Oak Park Playscape, I26528: Levagood Park Playscape
Total Approved Project Budget:	I26527: $185,474, I26528: $0
Available Project Budget:	I26527: $185,474, I26528: $0
Requested Amount:	$2,303,361 (Levagood $1,516,288; Oak Park $787,073)
Funding Source:	General Capital Improvement, Parks, Playground Equipment
Supplemental Budget:	General Fund Appropriation, Potential Grant Award (LWCF).

Summary of Request

The Parks & Recreation department, in conjunction with Purchasing, recommends the purchase via a cooperative contract for renovation of Levagood Park and Oak Park Playgrounds with Landscape Structures. The contract shall be valid for a one-time purchase.

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

It is also requested that the Chief Financial Officer be authorized to appropriate $2,117,887 of General Fund fund balance as a transfer to the General Capital Improvement Fund, and to recognize and appropriate the transfer in projects I26527 and I26528. It should be noted that the City applied for a Land and Water Conservation Fund Grant in the amount of $500,000. If awarded, the same amount will be returned to the General Fund.

Background and Justification

The Levagood Park Inclusive Playground and Oak Park Inclusive Playground are designed to provide children of all abilities with meaningful opportunities to play, explore, and develop physical, cognitive, sensory, and social skills.

At Levagood Park, the space-themed playground will create an exciting environment centered on exploration, imagination, and discovery. Custom climbers, interactive elements, and accessible play features will encourage children to challenge themselves, interact with others, and experience the park in a new way.

At Oak Park, the forest-themed playground will complement the park's natural setting and existing oak trees, creating a play environment that reflects the character and identity of the park.

FINANCE **EXECUTIVE SUMMARY AND MEMORANDUM**

Both playgrounds will incorporate accessible routes, sensory-rich features, varied physical challenges, and inclusive swings so children of all abilities can participate fully and enjoy the benefits of play alongside their peers.

Procurement Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in the Sourcewell Cooperative Contract #010521-LSI, which expires December 17, 2029.

Signature Page

Prepared By:

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

Department Approval:

Signed by:
Sean Fletcher
503098961A7C461...
Sean Fletcher, Parks & Rec Director

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...
DS
CJ
Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

Signed by:
Carter Fisher
3F48972DF97F42A...
Carter Fisher, Corporation Counsel


landscape structures
Levagood Park
1207182-01-05-01 | 8.25.2026
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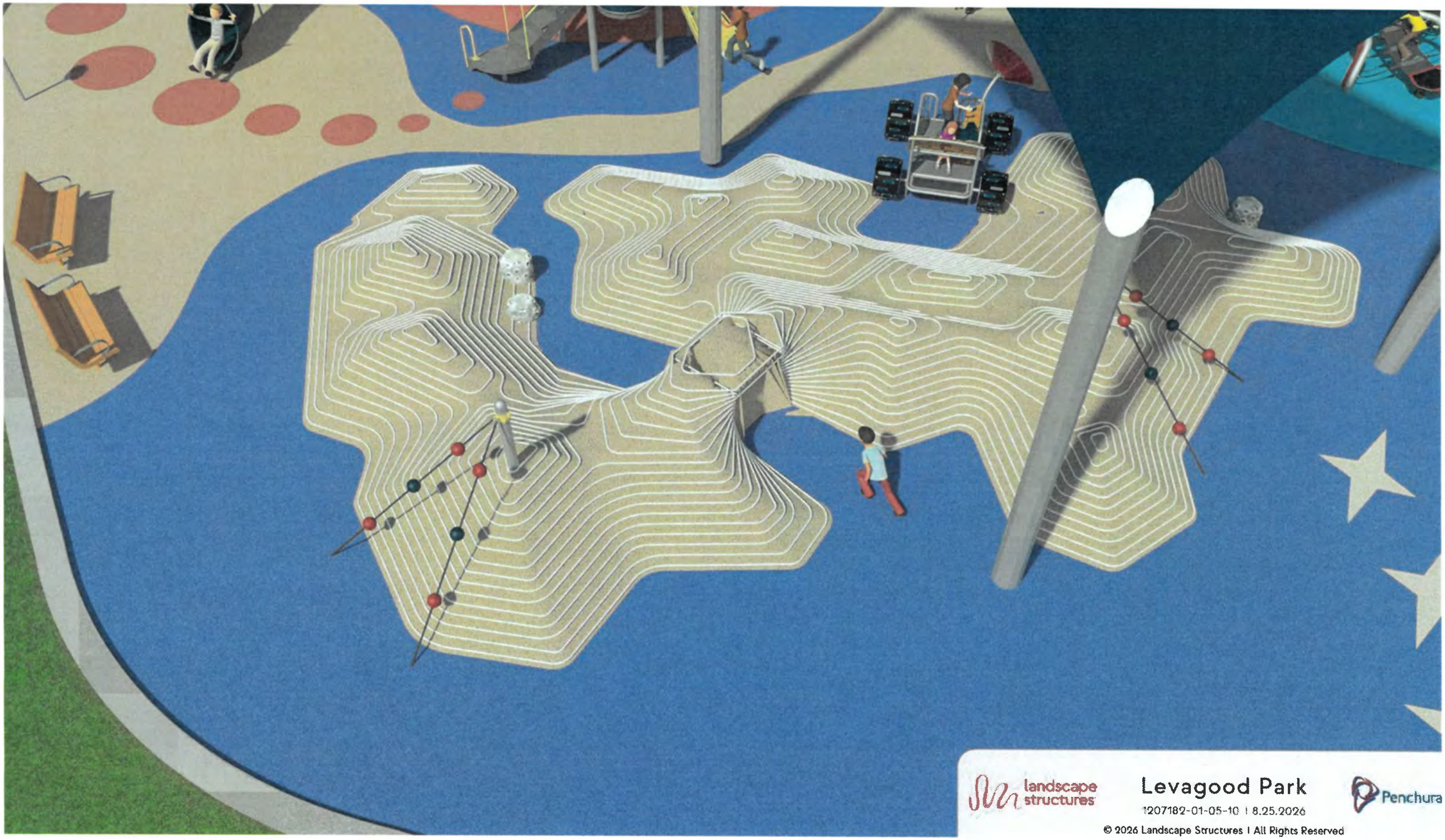
Penchura

landscape structures

Levagood Park

1207182-01-05-05 | 8.25.2026

Penchura

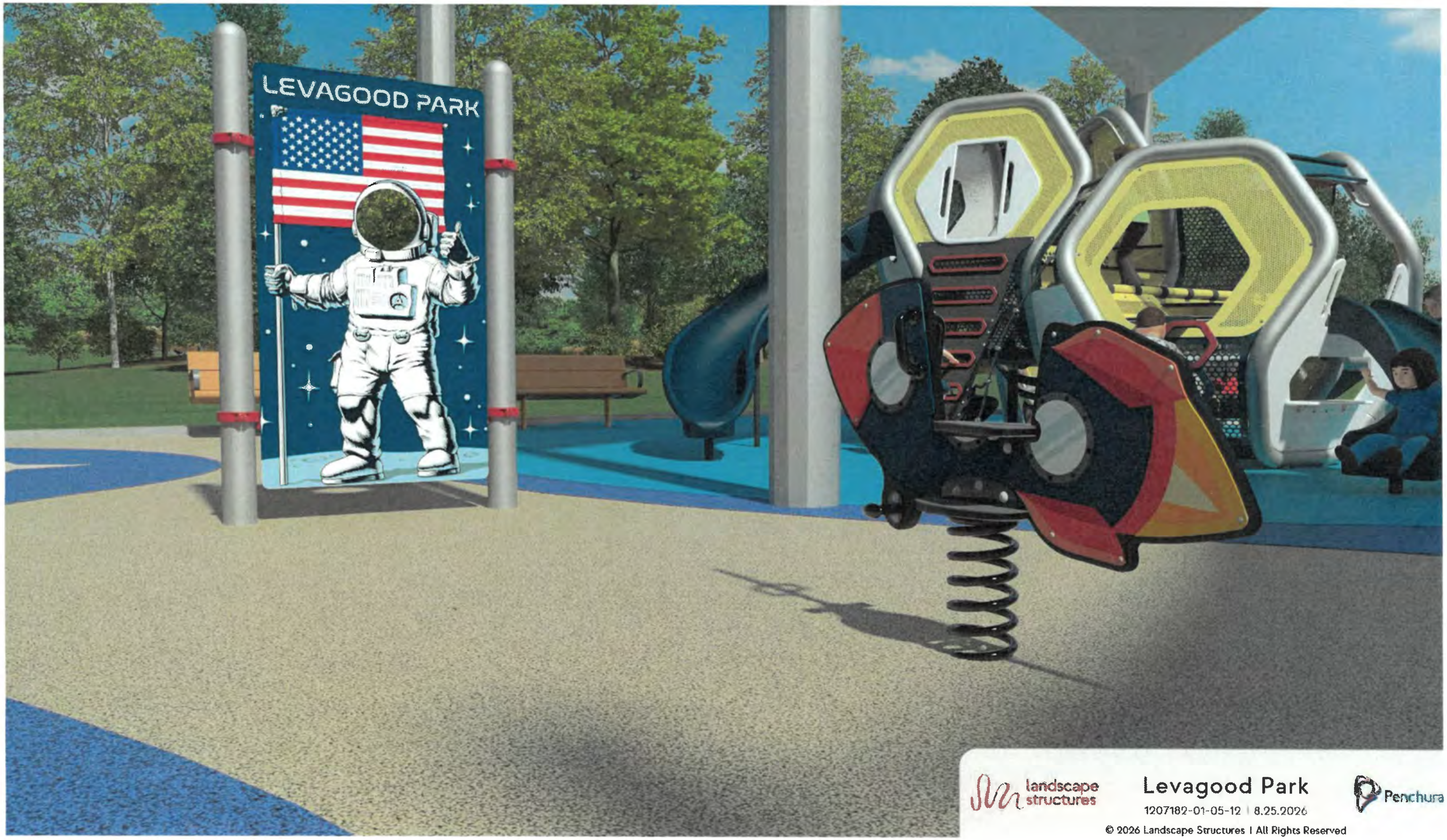

landscape structures
Levagood Park
1207182-01-05-10 | 8.25.2026
Penchura

landscape structures

Levagood Park

1207182-01-05-11 | 8.25.2026

Penchura



landscape structures

Levagood Park

1207182-01-05-12 | 8.25.2026

Penchura

landscape structures

Dearborn Oak Park

1209510-01-02-01 | 8.25.2026

Penchura

landscape structures

Dearborn Oak Park

1209510-01-02-02 | 8.25.2026

Penchura

landscape structures

Dearborn Oak Park

1209510-01-02-03 | 8.25.2026

Penchura


landscape structures
Dearborn Oak Park
1209510-01-02-05 | 8.25.2026
Penchura

Philanthropy and Grants

EXECUTIVE SUMMARY

REQUEST: Approve TAP Grant Application for the Warren Avenue Safety and Streetscape Enhancements

DEPARTMENTS: Philanthropy & Grants, Economic Development

BRIEF DESCRIPTION: The Warren Avenue Safety and Streetscape Enhancements project will enhance safety and multimodal accessibility along Warren Avenue between Schaefer Road and Lonyo Street. This segment is part of the City of Dearborn's larger Safe Streets and Roads for All (SS4A) implementation project, which extends from Greenfield Road to McDonald Street, through partnership with the City of Detroit to create a direct connection to the Joe Louis Greenway. Under the SS4A project, Warren Avenue will be reconstructed as a four-lane boulevard with a raised median and a modern roundabout to improve safety, reduce conflict points, and calm traffic.

The SEMCOG Transportation Alternatives Program (TAP) grant will fund 80% of the total project cost of $625,000, with the 20% match through Community Development Block Grant Disaster Recovery (CDBG-DR) Green Infrastructure.

The City is requesting $125,000 (20%) to implement complementary multimodal safety enhancements along the Schaefer Road to McDonald Street segment. TAP funding will be used for high-visibility pavement markings, pedestrian-scale lighting, landscaping, and wayfinding and regulatory signage that improve visibility, accessibility, and comfort for pedestrians and bicyclists while enhancing overall roadway safety for all users.

These improvements will complement the larger SS4A investment by creating a safer, more attractive, and better-connected multimodal corridor that improves access to neighborhoods, businesses, and regional bicycle and pedestrian facilities, while advancing Vision Zero and Complete Streets objectives.

PRIOR COUNCIL ACTION: N/A

Philanthropy and Grants

MEMORANDUM

BACKGROUND: Warren Avenue is a major east-west corridor serving residents, businesses, schools, parks, transit riders, and visitors in Dearborn and neighboring Detroit. The proposed improvements will enhance safety and accessibility for pedestrians, bicyclists, motorists, and transit users while strengthening the connection between local neighborhoods and the regional Joe Louis Greenway. By improving the quality and safety of this multimodal corridor, the project expands access to employment centers, commercial districts, community services, schools, and recreational destinations while encouraging active transportation. These improvements will maximize the public benefit of the City's SS4A investment while creating a safer, more attractive, and more resilient regional transportation corridor.

FISCAL IMPACT: Total project cost is $625,000. TAP Grant will provide $500,000 (80%), with $125,000 (20% match) provided by CDBG-DR Green Infrastructure.

COMMUNITY IMPACT: The proposed project is identified in the City of Dearborn Master Plan 2030 and advances the City's adopted Safe Streets and Roads for All (SS4A) Safety Action Plan by implementing multimodal safety improvements along the Warren Avenue corridor. Community feedback directly informed the preferred corridor design, including enhanced pedestrian crossings, bicycle facilities, streetscape improvements, and traffic calming measures.

IMPLEMENTATION TIMELINE:

April 2027 - Out to Bid
May 2027 - Award Contract
December 2027 - Start Construction

COMPLIANCE/PERFORMANCE METRICS:

- Submit a complete and eligible SEMCOG TAP application for the Warren Avenue Safety and Streetscape Enhancements by October 1, 2026.
- Complete the project within the approved schedule with all grant expenditures documented and reimbursed.

Philanthropy and Grants

MEMORANDUM

TO: **Dearborn City Council**

FROM: **Philanthropy & Grants Department**

SUBJECT: **Transportation Alternatives Program (TAP) Application**

DATE: September 4, 2026

Summary of Request

The Department of Philanthropy & Grants, in conjunction with the Economic Development Department, recommends the City approve the attached proposed Council resolution supporting our application to the Transportation Alternatives Program (TAP) grant. This grant would fund Warren Avenue Safety and Streetscape Enhancements. Under the project, Warren Avenue will be reconstructed as a four-lane boulevard with a raised median and a modern roundabout to improve safety, reduce conflict points, and calm traffic.

The city will apply for up to $625,000 provided by the TAP Grant, with the required matching $125,000 (20% match) provided by CDBG-DR Green Infrastructure.

Background and Justification

The Warren Avenue Safety and Streetscape Enhancements is a part of the City of Dearborn's larger Safe Streets and Roads for All (SS4A) implementation project, which extends from Greenfield Road to McDonald Street, through partnership with the City of Detroit to create a direct connection to the Joe Louis Greenway. Under the SS4A project, Warren Avenue will be reconstructed as a four-lane boulevard with a raised median and a modern roundabout to improve safety, reduce conflict points, and calm traffic.

Immediate effect is requested.

Philanthropy and Grants

MEMORANDUM

Department Approval:

Signed by:
Maria Willett
5F7C82870E204AB...

Maria Willett – Philanthropy & Grants Director

Department Approval:

DocuSigned by:
Kaileigh Bianchini
8F6B55F3BB244F7...

Kaileigh Bianchini, Deputy Director of Economic Development

Budget Approval:

Initial
HJ

DocuSigned by:
Michael Kennedy
F77919D1421447F...

Michael Kennedy – Chief Financial Officer

Corporation Counsel:

Signed by:
Carter Fisher
3F46972DF97F42A...

Carter Fischer - Corporation Counsel

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Purchasing, on behalf of the Police Department, recommends the Cooperative Contract purchase of four MY 2027, Patrol vehicles, from Lunghamer Ford. The pricing for the vehicles is based on 2025 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contact # 21-18 P.2 Alternate, which expires August 31, 2029

DEPARTMENT: Police Department, in conjunction with Purchasing

BRIEF DESCRIPTION:

Purchasing, on behalf of the Police Department, recommends the Cooperative Contract purchase of four MY 2027, patrol vehicles, from Lunghamer Ford. The pricing for the vehicles is based on 2025 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contact # 21-18 P.2 Alternate.

PRIOR COUNCIL ACTION:

C.R 7-362-25

BACKGROUND:

The new Ford Patrol vehicles will replace four of the current vehicles in the police fleet that have in excess of 100,000 miles and are becoming costlier to maintain and keep in use. These vehicles will be used for patrol and also for ordinance activities.

FISCAL IMPACT:

- **$183,964**

COMMUNITY IMPACT:

- To enhance Public Safety
- To provide support for investigative units

IMPLEMENTATION TIMELINE:

Immediate Effect is requested, as the lead time for these vehicles is three to four months

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COMPLIANCE/PERFORMANCE METRICS:

Members of the Police Department will confirm delivery and verify content and performance of the purchased vehicles.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO:	**City Council**
FROM:	**City Administration**
VIA:	**Mayor Abdullah H. Hammoud**
SUBJECT:	**Award of Contract for Purchase of four, MY 2027 Ford Police Vehicles**
DATE:	**September 8, 2026**

Budget Information

Adopted Budget:	$418,514
Amended Budget:	$418,514
Requested Amount:	$183,964
Funding Source:	Fleet & Equipment Replacement, Police Admin, Public Safety, Capital Equipment, Vehicle
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Police Department, recommends the Cooperative Contract purchase of four MY 2027, Patrol vehicles, from Lunghamer Ford. The pricing for the vehicles is based on 2025 Vehicle State of Michigan Contract # 071B7700180 and Macomb Contact # 21-18 P.2 Alternate, which expires August 31, 2029.

It is respectfully requested that Council authorize the purchase of the four vehicles. Immediate effect is requested, as the lead time for these vehicles is four months.

Background and Justification

The new Ford Police vehicles will replace four of the current vehicles in the police fleet that have in excess of 100,000 miles and are becoming costlier to maintain and keep on patrol.

Procurement Process

The procurement process was in accordance with the Procurement Ordinance Section 2-568A (c)(3) State of Michigan extended purchasing program, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Prepared By:

DocuSigned by:
Jay Andrews
A06626461858403...

Jay Andrews, Sr. Buyer

Department Approval:

DocuSigned by:
Issa Shahin
1053E1C7585A436...

Issa Shahin, Police Chief

Budget Approval:

DocuSigned by:
Michael Kennedy
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Initial
SP

Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

Signed by:
Carter Fisher
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Carter Fisher, Corporation Counsel

P:\Solicitations\FY26\COOP\Fordpolicevehicles

PUBLIC WORKS

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of State of Michigan Hazard Mitigation Assistance-Phase II Grant Agreement for Hazard Mitigation Grant Program (Project No. 4607.03 DRMIP00000005 / CIP N16901 Flood Control Project / Dearborn Job No. 2024-020). Authorization for the Chief Financial Officer to recognize and appropriate the grant reimbursements.

DEPARTMENT: Department of Public Works and Facilities/Engineering Division

BRIEF DESCRIPTION: The City of Dearborn has been awarded Hazard Mitigation Grant Program (HMGP) funding for Phase II of the project to modify and improve the sewer collection system within the city. This project will protect neighborhoods from high wastewater levels from a combined sewer system.

PRIOR COUNCIL ACTION: CR 12-584-23

BACKGROUND:

During the June 25, 2021 storm event, basement flooding occurred in the neighborhoods on Gould east of Payne, Arthur west of Orchard, Donald west of Orchard, and the alley north of Michigan Avenue west of Schlaff. Phase 1 of this project funded engineering, design, surveying, and permitting; the completion of a hydrologic and hydraulic study; and revisions of the project sub-application.

The Agreement for Phase II provides funding for the construction of two grade protection structures, four flap gate structures; new storm sewers and associated drainage and access structures; the replacement of an existing sewer flap gate structure with a bulkhead structure; the replacement of existing perforated manhole covers in the effected neighborhoods with solid covers; and the installation of one hydraulically actuated dewatering gate in an existing junction chamber.

FISCAL IMPACT:

- The project amount is $9,082,325.00. The Grant Agreement provides a contribution in the amount of $8,174.092.50 from the HMGP with a local share contribution from the City of Dearborn in the amount of $908,232.50.
- The City of Dearborn is required to make up-front payments to all parties, the grant portion of which will be reimbursed by FEMA upon review of invoices.

COMMUNITY IMPACT:

With the completion of this project, the City intends to mitigate 3,200 residential homes from flooding.

IMPLEMENTATION TIMELINE:

- The project went for bid in early 2026.
- Construction to begin in November of 2027.
- Project completion deadline is January 11, 2028.

COMPLIANCE/PERFORMANCE METRICS:

Request that City Council approve this agreement, subject to review by the Department of Law, and authorize the Mayor’s signature.

PUBLIC WORKS

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Department of Public Works and Facilities/Engineering Division (City Engineer)

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of State of Michigan Hazard Mitigation Assistance-Phase II Grant Agreement for Hazard Mitigation Grant Program (Project No. 4607.03 DRMIP00000005 / CIP N16901 Flood Control Project / Dearborn Job No. 2024-020).

DATE: September 17, 2026

Budget Information

The project cost and respective share of the parties is as follows:

	TOTAL ESTIMATED COST OF PROJECT	TOTAL 4195 HMGP CONTRIBUTION	LOCAL SHARE
TOTAL	$9,082,325.00	$8,174,092.50	$908,232.50

Summary of Request

The City of Dearborn has been awarded Hazard Mitigation Grant Program (HMGP) funding for a phased project to modify and improve the sewer collection system within the city. This project will protect neighborhoods from high wastewater levels from a combined sewer system.

The State of Michigan Hazard Mitigation Assistance-Phase II Grant Agreement includes:

1. Construction of a flap gate structure consisting of a chamber with a divider wall to isolate the sanitary sewer system from the combined sewer system during times of high flow and wet weather. The flap gates will remain closed until the combined sewer levels downstream of the flap gate fall lower than upstream sanitary sewer levels.
   - The flap gate structures will be constructed at Gould and Payne, Arthur and Orchard, Donald and Orchard, and the alley south of Ford Road and Orchard.
2. Construction of a grade protection structure containing a divider wall with a flap gate and orifice to isolate the sanitary sewer system from the combined sewer system during large wet weather events. The flap gate in the grade protection structure will remain closed until combined sewer levels downstream of the flap gate fall lower than upstream sanitary sewer levels. The pump in the structure will convey excess wet weather flows into the combined sewer system if the upstream system cannot drain by gravity through the flap gate and the in-system storage in nearly full.
   - The grade protection structures will be located at Colson and Chase and the alley north of Michigan Avenue and Schlaff.

3. Installation of approximately 5,860 feet of new storm sewers along alleys east of Greenfield Road between Diversey and Donald, north of Warren Avenue between Yinger and Barrie, south of Warren Avenue from west of Yinger to Steadman, along Ternes from Steadman to Blesser, and north of Michigan Avenue between Roemer and Schlaff. The storm sewer pipes will range in size from 8 to 18 inches in diameter.
4. Removal of a 36-inch sewer flap gate structure at Donald and Mead and installation of two 36-inch sewer bulkheads.
5. Replacement of approximately 273 existing perforated manhole covers with solid covers.
6. Construction of a dewatering orifice gate within the existing Colson and Ternes junction chamber to isolate stormwater and combined systems during wet weather from the Colson storm sewer. The gate will close at the start of a storm event and will reopen after the storm event for dewatering.

We hereby request that City Council approve this Agreement subject to a review by the Department of Law. The City share of the cost is estimated at $908,232.00. We also request that City Council authorize the Mayor to sign the Grant Agreement as well as all required documents on behalf of the City from now until the construction of the project is completed, accepted and closed out.

In addition, we request that City Council authorize the Chief Financial Officer to recognize and appropriate the grant reimbursements as they are received in a total amount of $8,174,093 (non-City portion). The City of Dearborn is required to make up-front payments to all parties, and reimbursements from FEMA will be received upon review of invoices. Project N16901, Flood Control Project, has been pre-funded for the full grant amount. As reimbursements are received, the pre-funded portions will be reallocated for other Sewer system capital projects.

We also request that the Council Resolution be given ***IMMEDIATE EFFECT***.

Background and Justification

During the June 25, 2021 storm event, basement flooding occurred in the neighborhoods on Gould Avenue east of Payne Avenue, Arthur Avenue west of Orchard Avenue, Donald Avenue west of Orchard Avenue, and the alley north of Michigan Avenue west of Schlaff Avenue.

Phase 1 of this project funded engineering, design, surveying, and permitting; the completion of a hydrologic and hydraulic study; and revisions of the project sub-application.

The City intends to mitigate 3,200 residential homes from flooding as a result of the project.

Department Approval:

DocuSigned by: Tim Hawkins 35BABCB5BED3455...	DocuSigned by: Soud El-Jamaly 8FDE4113B37F442...
Tim Hawkins, Public Works & Facilities Director	**Soud El-Jamaly, City Engineer**

PUBLIC WORKS

EXECUTIVE SUMMARY AND MEMORANDUM

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

DocuSigned by:
Corey Jarocki
3923DB0ED71E40A...

Corey Jarocki, Deputy Finance Director

Signed by:
Carter Fisher
3F46972DF97F42A...

Carter Fisher, Corporation Counsel

State of Michigan
Hazard Mitigation Assistance
Phase II Grant Agreement for
Hazard Mitigation Grant Program (HMGP)

Period of Performance: June 29, 2026 – January 11, 2028

Assistance Listing Number:
97.039 - Hazard Mitigation Grant Program (HMGP)
Project Number: 4607.03

This grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and

CITY OF DEARBORN
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to assist the Subrecipient in the implementation of 4607.03 (hereinafter called the Project) -- a project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological, or human-caused disasters and their effects. The HMGP funding is awarded by the Federal Emergency Management Agency (FEMA) and is administered by the Recipient.

II. Objective

The principal objective of this grant agreement is to provide financial assistance to the Subrecipient. The Subrecipient must complete the approved measures detailed in the HMGP formal application submitted by the Subrecipient, and summarized as follows:

The City of Dearborn, Michigan, has been awarded HMGP funding for a phased project to modify and improve the sewer collection system within the city. This project will protect neighborhoods from high wastewater levels from the combined sewer system. Phase I funded engineering, design, surveying and permitting; the completion of a hydrologic and hydraulic study; and revision of the project subapplication. This agreement is for phase II which provides funding for the construction of two grade protection structures (GPS); four flap gate structures (FGS); new storm sewers and associated drainage and access structures; the replacement of an existing sewer FGS with a bulkhead structure; the replacement of existing perforated manhole covers in the effected neighborhoods with solid covers; and the installation of one hydraulically actuated dewatering gate in an existing junction chamber.

Phase II of this project includes:

1. Construction of a FGS consisting of a chamber with a divider wall to isolate the sanitary sewer system from the combined sewer system during times of high flow and wet weather. The flap gates will remain closed until the combined sewer levels downstream of the flap gate fall lower than upstream sanitary sewer levels. The approved FGS locations are:
   - Gould Street and Payne Street (42.345523 North (N), -83.191438 West (W)).
   - Arthur Street and Orchard Avenue (42.340230 N, -83.187779 W).
   - Donald Street and Orchard Avenue (42.332962 N, -83.187463 W).
   - Alley south of Ford Road and Orchard Avenue (42.328868 N, -83.187170 W).
2. Construction of a GPS containing a divider wall with a flap gate and orifice to isolate the sanitary sewer system from the combined sewer system during large wet weather events. The flap gate in the GPS will remain closed until combined sewer levels downstream of the flap gate fall lower than upstream sanitary sewer levels. The pump in the GPS will convey excess wet weather flows into the combined sewer system if the upstream system cannot drain by gravity through the flap gate and the in-system storage is nearly full. The approved GPS locations are:
   - Colson Street and Chase Avenue (42.324606 N, -83.186048 W).
   - Alley north of Michigan Avenue and Schlaff Street (42.320645 N, -83.182839 W).
3. Installation of approximately 5,860 feet of new storm sewers along alleys east of Greenfield Road between Diversey Street and Donald Avenue (3,279 Linear Feet (LF)); north of Warren Avenue between Yinger Avenue and Barrie Street (547 LF); south of Warren Avenue from west of Yinger Ave to Steadman Street

(1,289 LF); along Ternes Street from Steadman Street to Blesser Avenue (411 LF); and north of Michigan Avenue between Roemer Avenue and Schlaff Street (334 LF). The installed storm sewer pipes will range in size from 8 to 18 inches in diameter.

4. Removal of a 36-inch sewer FGS at Donald Avenue and Mead Street (42.332926 N, -83.189965 W) and the installation of two 36-inch sewer bulkheads (42.332885 N, -83.189880 W).
5. Replacement of approximately 273 existing perforated manhole covers with solid covers.
6. Construction of a dewatering orifice gate within the existing Colson Street and Ternes Street junction chamber (42.324599 N, -83.188000 W) to isolate the stormwater and combined systems during wet weather from the Colson Street storm sewer. The gate will close at the start of a storm event and will reopen after the storm event for dewatering.

A Final Programmatic Environmental Assessment (PEA) for Sewer System Mitigation Projects will be used for this project. FEMA prepared the PEA in accordance with the National Environmental Policy Act (NEPA); National Historic Preservation Act (NHPA) and tribal considerations; Endangered Species Act (ESA); Executive Orders (EO) addressing Floodplains (EO 11988), and Wetlands (EO 11990); and agency guidance for implementing NEPA (Department of Homeland Security [DHS] Instruction 023-01 and FEMA Directive 108-1-1) and can be found here: https://www.fema.gov/emergency-managers/practitioners/environmental-historic/nepa/programmatic-environmental-39. Particular attention should be given to the project conditions identified in the 4607.03-MI East Dearborn Grade Protection-Record of Environmental Conditions (REC)-Phase II document dated May 08, 2026, before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. An updated public notice was published on the City of Dearborn website (dearborn.gov) on December 11, 2025. No responses were received.

No changes to the approved scope of work (approved measures) can be implemented without prior FEMA approval. Failure to obtain FEMA approval prior to implementing a modified scope of work may result in the cancellation of the grant and repayment of federal funds. Requests for changes to the scope of work must be made to FEMA through the Recipient and supported by adequate justification to be processed. All expenses, including local matches, must be appropriately documented and reasonable to be eligible for reimbursement. Expenses that are not related to the approved scope of work and budget are not eligible for reimbursement under the provisions of this grant agreement. Line items in the approved cost estimate 4607 HMGP submitted application may not fluctuate by more than ten percent without prior approval from FEMA.

III. Statutory Authority

The Subrecipient agrees to comply with program requirements in accordance with the Hazard Mitigation Assistance Fiscal Year (FY) 2015 Unified Guidance and Addendum (HMAFY2015UGA), located at: http://www.fema.gov. The Subrecipient also agrees to comply with regulations, including but not limited to the following, as applicable:

A. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act), Title 42 of the United States Code (U.S.C.) § et seq.
B. 2 Code of Federal Regulations (C.F.R.), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at http://www.ecfr.gov.
C. Any other applicable federal statutes and regulations, including but not limited to those listed in this grant agreement.

Award Amount and Restrictions

Summary of costs from FEMA approved phase II application:

Phase II Total Non-Federal Share Project Amount:	$908,232.50
Phase II Total Federal Share Project Amount Committed:	$8,174,092.50
Phase II Total Approved Project Amount:	$9,082,325.00
Total Subrecipient Management Costs (Both Phases):	$167,198.00

The Subrecipient shall provide at least 10 percent matching funds from nonfederal sources (management costs are 100 percent federal). Approval of in-kind match is at the sole discretion of the Recipient; the Recipient reserves the right to deny or adjust in-kind match, if necessary. (Community Development Block Grant funds, though federal in origin, lose their federal identity and are an acceptable matching source.)

Federal assistance is made available within the limits of funds available from Congressional appropriations for such purposes in accordance with the Stafford Act and appropriate regulations found in Title 44 of the C.F.R., as amended and currently applicable handbooks. Federal funds provided under this agreement are limited to a maximum of 90 percent of the total eligible costs. If there is a cost underrun for the project, final reimbursement for the federal share of the project costs will be adjusted based on actual costs of the project. **Subrecipient shall provide the required nonfederal matching funds.**

The following types of post-award changes to the approved budget (from the formal application submitted by the Subrecipient) will require the prior written approval of FEMA:

Non-construction projects
- Adjustments of more than ten percent in any direct cost categories for grants with a federal share that exceeds $100,000.
- Any change that would result in the need for additional federal funding.

Construction projects
- Any changes to access contingency funds and rebudget to another direct cost category.
- Any change that would result in the need for additional federal funding.

IV. Responsibilities of the Subrecipient

A. **Federal grant funds must supplement, not replace (supplant), existing state or local funds appropriated for the same purpose**. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

B. **Grant Agreement Package.** In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:

   1. Subrecipient Risk Assessment Certification (EMHSD-RA).
   2. Standard Federal Assurances: Assurances Non-Construction, Assurances Construction Programs. Disclosure of Lobbying Activities; Certification Regarding Lobbying.
   3. Audit Certification (EMHSD-053).
   4. Request for Taxpayer Identification Number and Certification (W-9).
   5. Other documents that may be required by federal or state officials.

C. Comply with the requirements of the Stafford Act and all FEMA Hazard Mitigation Assistance (HMA) policies, including, but not limited to the HMAFY2015UGA and any policy or guidance document not superseded by the HMAFY2015UGA.

D. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

   1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
   3. Comply with applicable local, state, and federal procurement rules and regulations, whichever is most restrictive. Federal procurement rules are found at 2 C.F.R., Part 200.317-327.

4. Non-federal entities that expend $1,000,000 or more in federal funds during their current fiscal year are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act of 1984, as amended, and 2 C.F.R., Part 200.501.

E. **Environmental and Historic Preservation (EHP) Compliance**. The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes, and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including the NPEA, the NHPA, the ESA, and all other environmental laws and EOs. The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.** Subrecipient must implement projects in compliance with any conditions outlined in FEMA's EHP approval. These conditions can be found in one or more of the following FEMA documents:
   - REC.
   - Categorical Exclusion Letter/Memo.
   - Environmental Assessment.
   - A Finding of No Significant Impact
F. Maintenance. The Subrecipient shall provide maintenance, as appropriate and required, for the life of the Project
G. Quarterly Reports. Submit quarterly progress reports to the Recipient on the status of all approved projects. The due dates for quarterly progress reports are detailed in Section VII of this agreement.
H. Project Completion. Notify the Recipient immediately upon completion of the project.
I. Scope Changes. Ensure the use of HMA funding only for eligible work as identified in the approved project. Should the Subrecipient identify the need to amend the scope of the project, a formal request for a scope of work change must be submitted prior to implementation.
J. Time Extension. Submit a time extension request in writing no less than 90 days prior to the end of the period of performance.
K. Document Review. Permit FEMA or Recipient access and rights to examine and copy records, accounts, other documents, and other sources of information related to the grant; and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by FEMA regulations, by other applicable state or federal laws or regulations, or by program guidance.
L. Appeals. The appeals process is the opportunity for Subrecipient to request reconsideration of decisions regarding the provisions of assistance. Subrecipient must submit an appeal in writing to Recipient within 60 days from the date the subrecipient was notified of the decision that is being appealed.

Responsibilities of Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and provide quarterly reports documenting this administration.
B. Provide direction and technical assistance to the Subrecipient.
C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for the operation of the program.
D. Reimburse the Subrecipient, in accordance with this grant agreement and subject to legislative authorization, based on appropriate documentation submitted by the Subrecipient in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
E. At its discretion, independently or in conjunction with FEMA, may conduct random on-site reviews with Subrecipient.

V. Reporting Procedures

Submission of Quarterly Progress Reports will be required through the EM Grants website. The Quarterly Progress Reports will provide an update on the status of all funding to the Recipient. Quarterly progress reports are required whether or not expenditures are incurred.

Failure by the Subrecipient to fulfill quarterly reporting requirements as required by the grant may result in the suspension of grant activities until reports are received.

Reporting periods and due dates for each year are as follows:

1st Quarter:	October 1 through December 31	Due January 15
2nd Quarter:	January 1 through March 31	Due April 15
3rd Quarter:	April 1 through June 30	Due July 15
4th Quarter:	July 1 through September 30	Due October 15

Reimbursement requests are not required to be submitted with quarterly progress reports. At the end of FY, the subrecipient may be required to report an estimate of grant expenses incurred in the ending FY that will be reimbursed in the upcoming FY.

VI. Payment Procedures

Allowable costs are only those specifically detailed in the approved formal application submitted by the Subrecipient. For costs incurred during the pre-award period, only those that are specifically identified in the grant application as "pre-award" costs are eligible for reimbursement.

Recipient's timely receipt and verification of all required documentation is a condition of payment. Recipient's may pursue all available remedies for the recoupment of any advance payments that have been inadequately documented or determined by the Recipient to have been improperly made or expended for any reason.

Subrecipient may request federal share reimbursement for actual expenditures, up to 90 percent of the federal share. Approved funding will be processed for payment after Recipient has received the following items from the Subrecipient:

A. All required Grant Agreement package forms and documentation listed above.
B. Request for Reimbursement submitted in EM Grants certifying project expenditures and completion within the grant period.
C. Supporting documentation, including but not limited to detailed invoices, contracts, etc.
D. Proof of payment for project costs.

The Recipient will reimburse up to 90 percent of the federal share until final review and project closeout approval. Remaining funds will be reimbursed after final approval.

In rare circumstances only, if the Subrecipient provides the Recipient with a letter outlining the immediate need for an advance payment and the amount of the requested advance, the Subrecipient may (at the Recipient's sole discretion) receive an initial advance payment of up to 50percent of the Subrecipient's federal share of the grant. Pursuant to federal regulations, the Subrecipient shall minimize the time between the receipt of advance funds and the disbursement of those funds for eligible expenditures. Any interest earned over $500 must promptly, but at least quarterly, be remitted to:

Michigan State Police,
Emergency Management and Homeland Security Division
Financial Management and Audit Section
P.O. Box 30634
Lansing, Michigan 48909

The Subrecipient may keep interest amounts up to $500 per year for administrative expenses.
No payment will be made unless all quarterly reports have been submitted and are up to date.

VII. Employment Matters

Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the Age Discrimination Act of 1975; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

VIII. Limitation of Liability

The Recipient and Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

IX. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

X. Grant Agreement Period

This grant agreement is in full force and effect from July 15, 2021 to January 11, 2028. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except for those costs specifically identified in the grant application as eligible "pre-award" costs. This grant agreement consists of two identical sets, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days' written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

Effective Dates:

- Period of Performance: July 15, 2021 to January 11, 2028.
- Eligibility period for pre-award costs: No pre-award costs approved.
- Eligibility period for regular grant costs: June 29, 2026, to January 11, 2028.
- End of Period of Performance: January 11, 2028.

XI. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Recipient and Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Section XII above. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interests, or obligations hereunder without the prior consent of the other party. Subrecipient agrees to inform Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate subrecipient funding, in whole or in part, or other measures may be imposed for any of the following reasons:

A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
B. Failure to comply with the requirements or statutory objectives of federal or state law.
C. Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
D. Failure to follow grant agreement requirements or special conditions.
E. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
F. Failure to submit required reports.
G. Filing of a false certification in the application or other report or document.
H. Failure to adequately manage, monitor or direct the grant funding activities of their Subrecipients.

Before acting, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25 percent or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIII. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XIV. Official Certification

For the Subrecipient
The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

City of Dearborn

____

______________________ ______________________
Printed Name **Title**

Signature **Date**

For the Recipient

Michigan State Police, Emergency Management and Homeland Security Division

Kevin Sweeney, Commander	**Emergency Management and Homeland Security Division**
Printed Name	**Title**
	8/27/26
Signature	**Date**

State of Michigan)
County of Wayne) SS
City of Dearborn)

I hereby certify that the annexed paper is a true copy of City Council Resolution 12-584-23 adopted on December 12, 2023 at a Regular Meeting of the City Council, as appears from the official records in the office of the City Clerk of Dearborn, that I have caused the same to be compared with the original and the same is a correct transcript therefrom and of the whole of such original, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of the City of Dearborn January 2, 2024

Tracey L. Boudreau

TRACEY L. BOUDREAU
Deputy City Clerk

TLB:lm

By Herrick supported by Enos.

12-584-23. WHEREAS: The City Engineer presented the State of Michigan-Grant Agreement for 4607.03-DR-MI; Hazard Mitigation Grant Program to modify and improve the sewer collection system within the City of Dearborn, and

WHEREAS: The four (4) proposed flap structures in this combined system are located on large diameter combined sewers and these sewers were originally sized to convey stormwater and sanitary flows, and once the sewer separation projects removed the stormwater flow inputs, these sewers became sanitary only and are now oversized to convey the expected wet weather sanitary flow, and

WHEREAS: A total of four (4) grade protection stations are proposed under this project at the following locations: Gould Avenue east of Payne Avenue (latitude 42.345483N, longitude - 83.1878W), Arthur Avenue west of Orchard Avenue (latitude 42.340128N, longitude - 83.11878W), Donald Avenue west of Orchard Avenue (latitude 42.332881N, longitude - 83.1875 WO), Alley north of Michigan Avenue, west of Schlaff Avenue (latitude 42.340128N, longitude - 83.175W), and

WHEREAS: The project cost and the respective share of the parties is as follows:

	TOTAL ESTIMATED COST OF PROJECT	TOTAL 4195 HMGP CONTRIBUTION	LOCAL SHARE
TOTAL	$8,209.038.00	$7,388,134.20	$820,903.80

AND

WHEREAS: The Engineering Division has requested that City Council approve this agreement subject to review by the Legal Department, the City share of the cost is in the estimated amount of $35,500; also requesting that the Mayor be authorized to sign the Grant Agreement as well as all required documents on behalf of the City from now until the construction of the project is completed, accepted and closed out, and

WHEREAS: The City is required to make up front payments to the contractors and consultants, the grant portion of which will be reimbursed by FEMA upon review of invoices; and

WHEREAS: It is also requested that the Finance Director be authorized to create the Capital Improvement Project, N16901, therefore be it

RESOLVED: That the State of Michigan-Hazard Mitigation Grant Agreement, subject to review by the Legal Department, be and is hereby approved; be it further

RESOLVED: That the Mayor be and is hereby authorized to sign the Agreement as well as all required documents from now until the construction of the project is completed, accepted and closed out; be it further

RESOLVED: That the Finance Director be and is hereby authorized to create the Capital Improvement Project, N16901, be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

PUBLIC WORKS

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval of State of Michigan-Grant Agreement for 4607.03-DR-MI; Hazard Mitigation Grant Program and authorization for the Finance Director to create Capital Improvement Project N16901.

DEPARTMENT: Department of Public Works and Facilities/Engineering Division

BRIEF DESCRIPTION: The proposed project is to modify and improve the sewer collection system within the City of Dearborn. A total of four (4) grade protection stations are proposed under this project.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: During the June 25, 2021 storm event, basement flooding occurred in the neighborhoods on Gould Avenue east of Payne Avenue, Arthur Avenue west of Orchard Avenue, Donald Avenue west of Orchard Avenue and the alley north of Michigan Avenue west of Schlaff Avenue.

FISCAL IMPACT:

- Request that City Council authorize the Finance Director to create a capital improvement project, N16901. Funding for this project is $35,500.00 (the City share).
- The City is required to make up-front payments to all parties, the grant portion of which will be reimbursed by FEMA upon review of invoices.

COMMUNITY IMPACT: With the implementation of this concept, the City intends to mitigate 3,200 residential homes from flooding.

IMPLEMENTATION TIMELINE:

- At award of grant in 2023.
- May, 2024
- May, 2025
- The first and second increments are subject to approval by FEMA.

COMPLIANCE/PERFORMANCE METRICS: Request that City Council approve this agreement subject to review by the Department of Law and authorize the Mayor's signature.

PUBLIC WORKS

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Department of Public Works and Facilities/Engineering Division (City Engineer)

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of State of Michigan - Hazard Mitigation Assistance; Grant Agreement for 4607.03-DR-MI; Hazard Mitigation Grant Program; City of Dearborn Job No. 2024-020, CIP N16901.

DATE: November 28, 2023

Budget Information

The project cost and respective share of the parties is as follows:

	TOTAL ESTIMATED COST OF PROJECT	TOTAL 4195 HMGP CONTRIBUTION	LOCAL SHARE
TOTAL	$8,209.038.00	$7,388,134.20	$820,903.80

The project cost is divided into three increments. The first increment will be in the amount of $319,950.00; the second increment will be made in the first half of construction costs ($3,534,092.10) and the third increment will be made at the second half of construction costs ($3,534,092.10). The first and second increments are subject to approval by FEMA.

Summary of Request

The proposed project is to modify and improve the sewer collection system within the City of Dearborn. The four (4) proposed flap structures in this combined system are located on large diameter combined sewers. These sewers were originally sized to convey stormwater and sanitary flows. Once the sewer separation projects removed the stormwater flow inputs, these sewers became sanitary only and are now oversized to convey the expected wet weather sanitary flow.

A total of four (4) grade protection stations are proposed under this project. Grade protection stations are proposed at the following locations: Gould Avenue east of Payne Avenue (latitude 42.345483N, longitude -83.1878W), Arthur Avenue west of Orchard Avenue (latitude 42.340128N, longitude -83.I1878W), Donald Avenue west of Orchard Avenue (latitude 42.332881N, longitude -83.1875 WO), Alley north of Michigan Avenue, west of Schlaff Avenue (latitude 42.340128N, longitude -83.175W).

We hereby request that City Council approve this agreement subject to a review by the Department of Law. The City share of the cost is estimated at $35,500.00. We also request that City Council authorize the Mayor to sign the Grant Agreement as well as all required documents on behalf of the City from now until the construction of the project is completed, accepted and closed out.

We also request that City Council authorize the Finance Director to create a Capital Improvement Project, N16901. Funding for this project is $8,209.038.00.

We also request that the Council Resolution be given ***IMMEDIATE EFFECT*** for timely start of the design work.

Background and Justification

During the June 25, 2021 storm event, basement flooding occurred in the neighborhoods on Gould Avenue east of Payne Avenue, Arthur Avenue west of Orchard Avenue, Donald Avenue west of Orchard Avenue and the alley north of Michigan Avenue west of Schlaff Avenue. The flap gates structures were sized and located to isolate the sewer separated neighborhood from the combined sewer system during high surcharge conditions.

Department Approval:

DocuSigned by:
Timothy Hawkins
33BABCB5BED3455...

Tim Hawkins, Public Works & Facilities Director

DocuSigned by:
Soud El-Jamaly
8FDE4113B37F442...

Soud El-Jamaly, City Engineer

Budget Approval:

DocuSigned by:
Michael Kennedy
F77919D1421447F...

Michael Kennedy, Finance Director/Treasurer

DocuSigned by:
Corey Jarocki
3923DB0ED71E40A...

Corey Jarocki, Deputy Finance Director

DocuSigned by:
Jeremy Romer
E7A573BA25E3460...

Jeremy J. Romer, Corporation Counsel

Grant Agreement Reference Guide

Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Grant Program (PDM), and Building Resilient Infrastructure and Communities (BRIC) grants.

Each number below corresponds to a document attached to the eMail.

FOR QUESTIONS, EMAIL:
msp-emhsd-hazard-mitigation-grants@michigan.gov

1. **FEDERAL AWARD ID COVER PAGE** – A summary of your grants Federal Award information. It contains subrecipient name, grant name, vendor number, Federal Award ID of the grant, when the grant was awarded, your DUNS number, Period of Performance, and grant amounts. The "Cumulative Amount of Federal Award to MSP/EMHSD" is the total amount awarded, to date, to the recipient, MSP. Your Award amount is listed directly above this number, the "Federal Funds Obligated by this Action amount.
2. **ELECTRONIC CHECKLIST** – A Checklist of all required documentation to be printed, completed, signed, and returned to MSP/EMHSD.
3. **GRANT AGREEMENT COVER LETTER** – A Cover Letter for your grant agreement. It indicates who to contact with questions and who to send completed documentation to.
4. **GRANT AGREEMENT** – This is your Grant Agreement. It provides the approved scope of work, Federal Award amounts, Local Match requirements, Total Project amounts, and other grant specific information. You will be required to print, sign on the last page, scan and return to MSP/EMHSD as a part of the checklist mentioned above. You will keep the original signed documentation for your records.
5. **RECORD OF ENVIRONMENTAL CONDSIDERATION (REC) MEMORANDOM** – This document includes the approved Scope of Work and Special and General Conditions that must be followed when implementing the project. Not adhering to the stated conditions jeopardizes funding for the project.
6. **SF424B-V1.1 (Assurances for Non Construction)**
7. **CERTIFICATION OF LOBBYING, SUSPENSION, DEBARMENT, AND DRUG FREE WORKPLACE –FEMA FORM 20-16C**
8. **SF-LLL – DISCLOSURE OF LOBBYING ACTIVITIES**
9. **EMHSD-053 – AUDIT CERTIFICATION FORM**
10. **W-9 – IRS REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION**
11. **EMHSD-RA – SUBRECIPIENT RISK ASSESSMENT CERTIFICATION**

Please submit all Grant Agreement Documentation and Questions to:
Hazard Mitigation Unit
msp-emhsd-hazard-mitigation-grants@michigan.gov

EMHSD-FAID
(REV 04/2023)

MICHIGAN STATE POLICE
Emergency Management
and Homeland Security Division

Grant Agreement Federal Award ID

FEDERAL AWARD IDENTIFICATION			
Subrecipient Name: City of Dearborn		Grant Name: 4607.03	
CFDA Number: 97.039	Subrecipient IRS/Vendor Number: 38-6004605	Federal Award Identification Number (FAIN): 4607.03-R	Federal Award Date: July 18, 2023
Subrecipient UEI Number: Z4ASJUES8EZ6	Subaward Performance Period: From: 7/18/2023	To: 1/11/2026	
Research & Development: N/A	Funding:		Total:
	Federal Funds Obligated by this Action:		$ 319,500.00
Indirect Cost Rate: None On File	Total Federal Funds Obligated to Subrecipient:		$ 319,500.00
	Federal Award Amount Committed to Subrecipient:		$ 319,500.00
Federal Award Project Description: 4607.03-R City of Dearborn- East Dearborn Grade Protection			
Details: 4607.03 City of Dearborn- East Dearborn Grade Protection			
Federal Awarding Agency: Federal Emergency Management Agency Region V 536 South Clark Street, 6th Floor Chicago, Illinois 60605		Pass-Through Entity (Recipient) Name: Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, Michigan 48909	

EMHSD-SRCL-4381
(REV 05/23)

SUBRECIPIENT CHECKLIST

4607-DR-MI
HAZARD MITIGATION GRANT PROGRAM (HMGP)

GRANT AGREEMENT

CFDA No: 97.039

Please print, sign, scan, and eMail the following items, as necessary, to:

Hazard Mitigation Unit
msp-emhsd-hazard-mitigation-grants@michigan.gov

THE SUBGRANTEE WILL NOT BE REIMBURSED FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

☐ 1. **Grant Agreement.**
The grant agreement is enclosed.
Please print a copy and sign on the last page. Retain the original signed documents for your records, scan the documents and return to MSP/EMHSD at the eMail above.

☐ 2. **FEMA Form 20-16,** Summary Sheet for Assurances and Certifications

☐ 3. **FEMA Form 20-16A,** Assurances Non-Construction Programs

☐ 4. **FEMA Form 20-16B,** Assurances Construction Programs

☐ 5. **FEMA Form 20-16C,** Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

☐ 6. **SF LLL, Disclosure of Lobbying Activities** (if applicable)

☐ 7. **W9**, Request for Taxpayer Identification Number and Certification

☐ 8. **EMHSD-053**, Audit Certification

☐ 9. **EMHSD-RA**, Subrecipient Risk Assessment Certification

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REIMBURSEMENT INFORMATION:

To receive payments from the State of Michigan, the Subrecipient must be registered as a vendor. To register or check an account's current EFT information, visit the State of Michigan SIGMA Vendor Self Service (VSS) online at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService. Failure to maintain an active vendor account could delay reimbursement payments.

POST REIMBURSEMENT REQUIREMENTS:

The Subrecipient is required to participate, with the recipient, in an on-site monitoring of financial documents. Retain financial records, supporting documents, and all other records pertinent to the grant for at least three (3) years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200.

If required, the Subrecipient shall submit an audit copy to:

Michigan Department of State Police Grants and
Community Services Division
PO Box 30634
Lansing, Michigan 48909

For Grant Agreement questions, please contact the Hazard Mitigation Unit via email:
msp-emhsd-hazard-mitigation-grants@michigan.gov

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

October 2, 2023

Mr. Soud El-Jamalry,
City Engineer
16901 Michigan Ave Suite 19
Dearborn, Michigan 48126-2899

Dear Mr. El-Jamaly:

Enclosed is the 4607 Hazard Mitigation Grant Program grant agreement package for City of Dearborn's East Dearborn Grade Protection grant. Please sign and return the required grant documentation listed on the enclosed *Subrecipient Checklist* to our office via email:

Attention: Ms. Kristin Butler
Emergency Management and Homeland Security Division
Michigan Department of State Police
msp-emhsd-hazard-mitigation-grants@michigan.gov

If you have any questions regarding this correspondence, please contact Ms. Kristin Butler at 517-614-1914 or Butlerk11@Michigan.gov.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management
and Homeland Security Division

Enclosures (12)
cc: Lt. Timothy Ketvirtis

State of Michigan
Hazard Mitigation Assistance
Grant Agreement for DR-4607-MI
Hazard Mitigation Grant Program

Period of Performance Expires: January 11, 2026

CFDA Number: 97.039 Project Number: HMGP 4607.03

This DR-4607-MI Hazard Mitigation Grant Program (HMGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and

CITY OF DEARBORN
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to assist the Subrecipient in the implementation of HMGP 4607.03 (hereinafter called the Project) -- a project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological, or human-caused disasters and their effects. The HMGP Grant program funding is awarded by the Federal Emergency Management Agency (FEMA) and is administered by the Recipient.

II. Objective

The principal objective of this Grant Agreement is to provide financial assistance to the Subrecipient. The Subrecipient must complete the approved measures detailed in the attached HMGP formal application submitted by the Subrecipient and summarized as follows:

The City of Dearborn, Michigan, is requesting HMGP funding for a phased project to modify and improve the sewer collection system within the city. A total of five (5) grade protection stations are proposed under this project. Grade protection stations are proposed at the following locations: Gould Avenue, east of Payne Avenue (42.345483 N,-83.1878 W), Arthur Avenue west of Orchard Avenue (42.340128 N, -83.1878 W), Donald Avenue, west of Orchard Avenue (42.332881 N, -83.1875 W0, Alley north of Michigan Avenue, west of Schlaff Avenue (42.340128 N, -83.175 W).

Only Phase I of the project has been approved at this time; no construction activities are approved.

Phase I will involve all non-construction work including completion of project administration, Phase I archaeological survey, topographic survey, wetland delineation, vegetation invasive species survey and floristic quality assessment, soil sampling, threatened and endangered species memo, geomorphic analysis, hydrologic and hydraulic study including storage calculations and outlet design, design report, final design and cost estimate, bidding assistance, Department of Environment, Great Lakes, and Energy Joint Permit Application, post construction monitoring plan and report, and photo documentation. No ground disturbance or construction is approved under this phase of the project. Once engineering and design has been completed, the proposed project scope of work will require review and approval by FEMA as well as evaluation for compliance with the National Environmental Policy Act, other laws and executive orders before any physical site work may begin. Phase I will including refining the benefit-cost analysis (BCA) that was completed during initial project application. The refined BCA will need to demonstrate that the final project design remains cost effective.

Phase II of this project, if approved, would be to build the Grade Protection Stations to protect the sewer separated neighborhoods in East Dearborn. The Headwall Structure at Outfall 016 will also be built to protect the storm sewer system from river inflow.

No modifications to the approved phase I scope of work can be implemented without prior FEMA approval. Requests for modifications to the scope of work must be made to FEMA through the Subgrantor and supported by adequate justification in order to be processed. All expenses, including local match, must be appropriately documented and reasonable to be eligible for reimbursement. Expenses that are not related to the approved scope of work and budget are not eligible for reimbursement under the provisions of this grant agreement. Line items in the approved cost estimate (from the attached 4195 HMGP formal application submitted by the Subgrantee) may not fluctuate by more than 10% without prior approval from FEMA.

III. Statutory Authority

This grant agreement is made pursuant to the HMGP, Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 United States Code [U.S.C.] § 5170c).

The Subrecipient agrees to comply with all HMGP requirements in accordance with the Hazard Mitigation Assistance (HMA) Fiscal Year (FY) 2015 Guidance, located at: http://www.fema.gov. The Subrecipient also agrees to comply with regulations, including but not limited to the following, as applicable:

A. Administrative Requirements
   1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards located at* http://www.ecfr.gov.
   2. 44 CFR, Part 10, *Environmental Considerations.*

[The above referenced CFR documents are online at http://www.ecfr.gov].

B. Audit Requirements and Other Assessments
   1. Public Law 112-248, Improper Payments Elimination and Recovery Improvement Act (IPERIA) of 2012.

IV. Hazard Mitigation Grant Program (HMGP) Award Amount and Restrictions

Summary of costs from FEMA application:

Phase I Non-Federal Share Amount:	$	35,500
Phase I HMGP Federal Share Amount:	$	319,500
Phase I Total Approved Project Amount:	$	355,000
Phase I Subrecipient Management Cost (SRMC):	$	17,750

The Subrecipient shall provide at least 10% matching funds from nonfederal sources. Approval of in-kind match is at the sole discretion of the Recipient; the Recipient reserves the right to deny or adjust in-kind match, if necessary. (Community Development Block Grant funds, though federal in origin, lose their federal identity and are an acceptable matching source.)

Federal assistance is made available within the limits of funds available from Congressional appropriations for such purposes in accordance with the Stafford Act, Executive Orders 12148 and 12673, appropriate regulations found in Title 44 of the CFR, as amended and currently applicable handbooks. Federal funds provided under the Stafford Act for the HMGP are limited to a maximum of 75%t of the total eligible costs. If there is a cost under-run for the project, final reimbursement for the federal share of the project costs will be adjusted based on actual costs of the project. **The Subgrantee shall provide the required nonfederal matching funding.**

In accordance with the HMA FY 2015 Unified Guidance, the following types of post-award changes to approved budget (from the formal application submitted by the Subrecipient) will require the prior written approval of FEMA:

Non-construction projects
- Adjustments of more than 10% in any direct cost categories for grants with a federal share that exceeds $100,000.
- Any change that would result in the need for additional federal funding.

Construction projects
- Any changes to access contingency funds will be budgeted to another direct cost category.
- Any change that would result in the need for additional federal funding.

V. Responsibilities of the Subrecipient

The HMGP funds must supplement, not supplant, state or local funds. Federal funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subrecipient may be required to supply documentation certifying that it did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

The Subrecipient agrees to comply with all applicable federal and state regulations including, but not limited to, the following:

A. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:

1. Standard Assurances;
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement;
3. Audit Certification (EMHSD-053);
4. Request for Taxpayer Identification Number and Certification (W-9);
5. Other documents that may be required by federal or state officials.

B. The HMGP Grant covers eligible costs incurred only during the period of performance (see section XII). Allowable costs are only those specifically detailed in the attached HMGP formal application submitted by the Subrecipient. For costs incurred during the pre-award period, only those that are specifically identified in the grant application as **"pre-award"** costs are eligible for reimbursement.
C. Make all purchases and/or procure services in accordance with 2 CFR, Part 200 of the CFR), grant guidance and local purchasing/procurement policies.
D. The Subrecipient shall comply with all applicable codes, standards, and permitting requirements that pertain to this project and shall provide maintenance, as appropriate and required, for the life of the Project.
E. The Subrecipient agrees to prepare the Request for Reimbursement of Mitigation Project Expenses form and all required attached documentation, including all required authorized signatures, and submit these to the Recipient.
F. Submit quarterly progress reports to the Recipient on the status of all approved projects. The due dates for quarterly progress reports are detailed in Section VII of this agreement.
G. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200 of the CFR, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards* located at http://www.ecfr.gov.
H. Environmental and Historic Preservation (EHP) Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The EHP Program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural, historical, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been

initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding. All necessary permits must be obtained for the project and are the responsibility of the Subrecipient. The project must be implemented in conformance with 44 CFR, Part 9, Floodplain Management and Protection of Wetlands, 44 CFR, Part 10 Environmental Considerations, and the environmental conditions that have been identified through the National Environmental Policy Act review. These conditions can be found in one or more of the following FEMA documents:

- Record of Environmental Consideration (REC);
- Categorical Exclusion ("CATEX") Letter/Memo;
- Environmental Assessment;
- Finding of No Significant Impact.

VI. Responsibilities of Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

A. Administer the HMGP grant in accordance with all applicable federal and state regulations and guidelines and provide quarterly reports documenting this administration.
B. Provide direction and technical assistance to the Subrecipient.
C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for operation of the program.
D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
E. At its discretion, independently or in conjunction with FEMA, may conduct random on-site reviews with Subrecipient.

VII. Subrecipients Reporting Procedures

Submit quarterly progress reports to the Recipient on the status of all funding using the HMA Quarterly Progress Report Microsoft Form link, which will be sent via email by EMHSD on a quarterly basis. Quarterly progress reports are required whether or not expenditures are incurred.

Failure by the Subrecipient to fulfill quarterly reporting requirements as required by the grant may result in the suspension of grant activities until reports are received.

Reporting periods and due dates for each year are as follows:

1st Quarter:	October 1st through December 31st	Due January 15th
2nd Quarter:	January 1st through March 31st	Due April 15th
3rd Quarter:	April 1st through June 30th	Due July 15th
4th Quarter:	July 1st through September 30th	Due October 15th

Quarterly progress reports are to be submitted by the 15th of the month following the end of each quarter. Quarterly progress reports should be submitted via the provided Microsoft Form link unless the Subrecipient is otherwise notified by the Recipient. Reimbursement requests are not required to be submitted with quarterly progress reports.

VIII. Payment Procedures

The Subrecipient agrees to prepare the *Request for Reimbursement of Mitigation Project Expenses* form and all required attached documentation, including all required authorized signatures, and submit these to the Recipient. Completed reimbursement requests should be submitted via email (to: MSP-EMHSD-Hazard-Mitigation-Grants@Michigan.gov). Reimbursement request forms can be found under "HMA Forms" at this link https://www.michigan.gov/msp/divisions/emhsd/grant-programs/forms-accordion.

Recipient's timely receipt and verification of all required documentation is a condition of payment. Recipient's may pursue all available remedies for the recoupment of any advance payments that have been inadequately documented or determined by the Recipient to have been improperly made or expended for any reason.

Subject to the exercise of Recipients sole discretion, three types of payments may be made to the Subrecipient for this Project:

A. If the Subrecipient provides Recipient with a letter indicating the amount of reimbursement requested along with completed reimbursement request forms, as well as supporting documentation demonstrating the total expenditures to date for eligible Project activities, the Subrecipient may, at Recipient's sole discretion, receive reimbursement of eligible expenditures of up to 90% of the **federal share** of the grant. Recipient will review the expenditures and make payment of no more than 90% of total eligible expenditures to date. **Prior to project completion, Recipient will pay to the Subrecipient no more than a total (including all advance and reimbursement payments) of 90% of the federal share of the grant.**

B. Upon the Subrecipient's completion of the Project, Recipient will inspect the Project and review all expenditures for eligibility prior to making final payment to the Subrecipient. To receive final payment, the Subrecipient shall provide the Recipient with a letter indicating the project is complete. Along with the letter, provide completed reimbursement request forms that include the total expenditures for the project, and separate documentation supporting each total expenditure.

C. In rare circumstances only, if the Subrecipient provides the Recipient with a letter outlining the immediate need for an advance payment and the amount of the requested advance, the Subrecipient may (at the Recipient's sole discretion) receive an initial advance payment of up to 50% of the Subrecipient's federal share of the grant. Pursuant to federal regulations, the Subrecipient shall minimize the time between the receipt of advance funds and disbursement of those funds for eligible expenditures. Any interest is earned over $500 must promptly, but at least quarterly, be remitted to:

   Michigan State Police,
   Emergency Management and Homeland Security Division,
   Risk Reduction and Recovery Section
   P.O. Box 30634
   Lansing, Michigan 48909

   The Subrecipient may keep interest amounts up to $500 per year for administrative expenses.

D. **<u>No</u> payment will be made unless all quarterly reports have been submitted and are up to date.**

IX. Employment Matters

Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the Age Discrimination Act of 1975; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement. The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

X. Limitation of Liability

The Recipient and Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

XI. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XII. Grant Agreement Period

This grant agreement is in full force and effect from July 15, 2021, (date of disaster declaration) to January 11, 2026. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except for those costs specifically identified in the grant application as eligible "pre-award" costs. This grant agreement consists of two identical sets, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

Effective Dates:
- Period of Performance: July 15, 2021, to January 11,2026.
- Eligibility period for pre-award costs: No pre-award costs approved.
- Eligibility period for regular grant costs: April 21, 2023, to January 11, 2026.
- End of Period of Performance: January 11, 2026.

XIII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between Recipient and Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Section XII above. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Subrecipient agrees to inform Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate subrecipient funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow grant agreement requirements or special conditions.
- Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- Failure to submit required reports.
- Filing of a false certification in the application or other report or document.
- Failure to adequately manage, monitor or direct the grant funding activities of their Subrecipients.

Before acting, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIV. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR Part 29) and Sensitive Security Information (49 CFR Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XVI. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

APPROVED:
DATE: 1-26-24
CORPORATION COUNSEL

City of Dearborn
Name of Subrecipient

Abdullah H. Hammoud
Printed Name

Mayor
Title

Signature

Date

For the Recipient

Michigan State Police, Emergency Management and Homeland Security Division

Capt. Kevin Sweeney
Printed Name

Commander, Emergency Management and Homeland Security Division
Title

Signature

10/02/2023
Date

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4607-0003-MI (1)

Title: East Dearborn Grande protection

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi
Level: CATEX
EIS Notice of Intent
EIS ROD Date:

Comment City of Dearborn, Wayne County. The City of Dearborn is proposing a Phased Project for the Hazard Mitigation Grant Program (HMGP). This environmental review is for Phase I, which will involve all non-construction work including any surveys, H&H studies, potential permits, and completed engineering designs. The project will include a total of 5 geotechnical bores at the following sites: Gould Avenue Grade Protection Station (42.345527, -83.191963), Arthur Avenue Grade Protection Station (42.340128, -83.1878), Donald Avenue Grade Protection Station (42.332881, -83.1875), Schlaff Avenue Grade Protection Station (42.320608, -83.182831), Colson Bulkhead Structure (42.324578, -83.186811). No other ground disturbance or construction is approved under this project. See attached documentation.

A public notice was published in the Press&Guide newspaper on March 15, 2023. No responses were received.

This project has been determined to be categorically excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with CATEX A4 and A7 as implemented under FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01, Rev. 1. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - jgrafton - 07/03/2023 19:22:53 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?

NOTE: All times are GMT using a 24-hour clock.

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4607-0003-MI (1)

Title: East Dearborn Grande protection

No Extraordinary Circumstances were selected

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Per Flood Insurance Rate Map (FIRM) panels 26163C0255E and 26163C0260E effective February 2, 2012, the project is located outside the mapped Special Flood Hazard Area (SFHA). - jgrafton - 07/03/2023 19:30:07 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	FEMA has determined that these types of activities have limited or no potential to affect minority or low-income populations and FEMA has no further EO 12898 responsibilities with regards to them. - jgrafton - 07/03/2023 19:31:01 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	Project information submitted to IPaC on July 3, 2023, identified the threatened and endangered species noted in the attached species list. The project proposes preliminary design, engineering, and analysis including geotechnical borings. No impacts to listed species are anticipated. - jgrafton - 07/03/2023 19:27:35 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	

NOTE: All times are GMT using a 24-hour clock.

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4607-0003-MI (1)

Title: East Dearborn Grande protection

Environmental Law/ Executive Order	Status	Description	Comment
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	SHPO concurrence with FEMA's finding of no historic properties affected dated June 14, 2023, attached. FEMA invited the following tribes to comment on this undertaking on May 10, 2023: Chippewa Cree Tribe of the Rocky Boy's Reservation of Montana, Forest County Potawatomi Community of Wisconsin, Hannahville Indian Community, Lac Vieux Desert Band of Lake Superior Chippewa Indians, Match -E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan, Miami Tribe of Oklahoma, Nottawaseppi Huron Band of the Potawatomi, Pokagon Band of Potawatomi Indians, Shawnee Tribe. Responses to that letter are attached. - jgrafton - 07/03/2023 19:25:18 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4607-0003-MI (1)

Title: East Dearborn Grande protection

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Abdullah H. Hammoud	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Dearborn	

APPROVED:
DATE: 1-26-24
CORPORATION COUNSEL

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants),." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT,SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;
(a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convections;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check ☐ If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

* Name
* Street 1 Street 2
* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

N/A

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature:

*Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City Of Dearborn

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ______

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Municipal Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ______

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
16901 Michigan Ave.

Requester's name and address (optional)

6 City, state, and ZIP code
Dearborn, MI. 48126

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – __ – ____

or

Employer identification number

3 8 – 6 0 0 4 6 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-13-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EMHSD-053 (02/2020)
MICHIGAN STATE POLICE
Emergency Management,
and Homeland Security Division

AUDIT CERTIFICATION

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

Federal Audit Requirements:

Non-federal organizations, which expend $750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F. Subrecipients **MUST** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Submit completed document to:

Michigan State Police
Emergency Management,
and Homeland Security Division
PO Box 30634
Lansing, Michigan 48909

I. Program Information

Program Name	CFDA Number

II. Subrecipient Information

Subrecipient Name: City of Dearborn

Street Address	City	State	ZIP Code
16901 Michigan Ave	Dearborn	MI	48126

III. Certification for Fiscal Year

Subrecipient Fiscal Year Period: 7/1 to 6/30.

☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.

☒ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. **A copy of the audit report will be submitted to:** Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Signature of Subrecipient's Authorized Representative	Date
Abdullah H. Hammoud, Mayor	

APPROVED:
DATE: ____________
CORPORATION COUNSEL

Submit Audit Report to:
Michigan State Police
Grants and Community Services Division
PO Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:
Michigan State Police
Emergency Management ,
and Homeland Security Division
PO Box 30634
Lansing, Michigan 48909

EMHSD-RA (03/2023)
MICHIGAN STATE POLICE
Emergency Management,
and Homeland Security Division

SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	UEI #:
City of Dearborn	Wayne	NY79 MWON AL37

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☐ 4-5 grants
   - ☒ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☒ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☐ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☒ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? ***(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)***
   - ☐ Never Audited or No
   - ☐ Unsupported costs (lack of documentation)
   - ☒ Unreasonable use of funds
   - ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☒ Yes
   - ☐ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:		Date:
Authorized Representative Printed Name: Abdullah H. Hammoud		Title: Mayor
Point of Contact Printed Name: Soud EL-Jamaly	Title: City Engineer	**Email:** seljamaly@dearborn.gov

APPROVED:
DATE: 1-26-24
CORPORATION COUNSEL

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Request for Additional Expenditures for Change Order #3 to Al's Asphalt Paving Company for DAC Staff Parking Lot and Street Asphalt Resurfacing Phase 1 – 2024 (CIP M25000 & Q74091/ Dearborn Job No. 2024-024)

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

BRIEF DESCRIPTION: The Department of Public Works and Facilities/Engineering Division, in conjunction with Purchasing, requests authorization for additional expenditures of $176,000.00 for the resurfacing of the Dearborn Administrative Center parking lot entrance and Porath Street from Marvin to Porath Court.

PRIOR COUNCIL ACTION: CR 4-185-24 and CR 9-512-24

BACKGROUND: The asphalt surfaces at the Dearborn Administrative Center (DAC) staff parking lot entrance and along Porath Street (from Marvin to Porath Court) have experienced severe degradation, resulting in deep cracking and broken pavement. These deteriorating conditions pose safety hazards and risk damage to both municipal and employee vehicles using these access points daily. Change Order #3 provides necessary funding to perform essential resurfacing on these key infrastructure assets. To ensure accurate fiscal management, costs are strictly allocated based on scope: $90,000 for the DAC staff parking lot repairs (CIP M25000 / Facility Fund) and $86,000 for the Porath Street roadway resurfacing (CIP Q74091 / Local Streets Fund). This work pertains exclusively to staff parking and street infrastructure and does not involve park or recreational facilities.

FISCAL IMPACT: Change Order #3 in the amount of $176,000.00

COMMUNITY IMPACT: Improve the condition of the Dearborn Administrative Center's entrance to the parking lot and Porath Street from Marvin to Porath Court.

IMPLEMENTATION TIMELINE: Project is ongoing.

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

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: **City Council**

FROM: **City Administration**

VIA: **Mayor Abdullah H. Hammoud**

SUBJECT: **Request for Additional Expenditures for Change Order #3 to Al's Asphalt Paving Company for DAC Staff Parking Lot and Street Asphalt Resurfacing Phase 1 – 2024 (CIP M25000 & Q74091 / Dearborn Job No. 2024-024)**

DATE: **September 08, 2026**

Budget Information

Project:	M25000: City Lots Repair Program, Q74091: Street Resurface & WM
Total Approved Project Budget:	M25000: $4,425,865, Q74091: $6,982,159
Available Project Budget:	M25000: $786,012, Q74091: $2,693,966
Requested Amount:	M25000: $90,000, Q74091: $86,000
Funding Source:	Facility Fund, Local Streets Fund, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Department of Public Works and Facilities/Engineering Division, recommends the request for additional expenditures for City Parking Lot Asphalt Resurfacing & Park Facilities with Al's Asphalt Paving Company for Change Order #3 in the amount of $176,000.00.

It is respectfully requested that Council authorize the additional expenditures with immediate effect. The resulting change order shall not be binding until fully executed.

Background and Justification

The asphalt surfaces at the Dearborn Administrative Center (DAC) staff parking lot entrance and along Porath Street (from Marvin to Porath Court) have experienced severe degradation, resulting in deep cracking and broken pavement. These deteriorating conditions pose safety hazards and risk damage to both municipal and employee vehicles using these access points daily. Change Order #3 provides necessary funding to perform essential resurfacing on these key infrastructure assets. To ensure accurate fiscal management, costs are strictly allocated based on scope: $90,000 for the DAC staff parking lot repairs (CIP M25000 / Facility Fund) and $86,000 for the Porath Street roadway resurfacing (CIP Q74091 / Local Streets Fund). This work pertains exclusively to staff parking and street infrastructure and does not involve park or recreational facilities.

Prepared By:

DocuSigned by:
Mark Rozinsky
D17FF0C142E34C3...
Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Tim Hawkins
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Tim Hawkins, Director, DPWF

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

DocuSigned by:
Soud El-Jamaly
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Soud EL-Jamaly, City Engineer

Budget Approval:

DocuSigned by:
Michael Kennedy
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DS
CJ
Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

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

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Extension of Contract for Natural Gas Purchases from Constellation Energy

DEPARTMENT: Department of Public Works, In conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Public Works, in conjunction with Purchasing, recommends a 5-year contract extension with Constellation Energy for natural gas purchases for the period of November 2026 through October 2031. Approval is requested to lock in a fixed rate of $3.786 per Dth with immediate effect. FY27 - $634,245 (future years pending budget adoptions)

Following a period of market volatility in October 2025, where rates reached approximately $4.30/Dth, staff have actively monitored the market and identified the current pricing environment as an optimal time to lock in a more favorable rate.

PRIOR COUNCIL ACTION: 1-14-26- Approved the ability for DPWF to lock in a rate at or below the current fixed prices of $2.91/Dth and $3.99/Dth for the length of the agreement. This rate was locked in at $3.281/Dth.

8-291-20 – Approved a Sole Source contract with Constellation Energy through March 2026 at locked in rate of $2.91/Dth for the length of the contract

BACKGROUND: The City of Dearborn is currently under contract with Constellation Energy through March, 2026 for the purchase of natural gas. Locking in a natural gas rate with the ability to “blend and extend” provides important financial stability and predictability for the City of Dearborn, which directly benefits residents and the broader community. By securing a fixed rate, the City is protected from sudden market fluctuations and price spikes that can occur due to weather events, supply disruptions, or broader economic conditions. This stability allows the City to better manage operational costs across municipal buildings and facilities without unexpected increases.

Additionally, locking in a gas rate supports long-term planning and transparency in the City’s budgeting process. Departments can plan their operations more efficiently, and City leadership can make informed decisions with greater confidence about future expenditures.

Overall, securing a natural gas rate demonstrates prudent financial stewardship, cost control, and a commitment to protecting residents from the downstream impacts of energy market volatility while maintaining reliable municipal services throughout the year.

The city uses approximately 96,615 Dth a month.

FISCAL IMPACT: $3.786/DTH FY27 - $634,245 (future years pending budget adoptions)

IMPACT TO COMMUNITY: For residents, this approach helps safeguard taxpayer dollars by reducing the risk of unplanned budget overruns. Predictable energy costs support responsible fiscal planning and help prevent the need to reallocate funds from other essential services such as public works, infrastructure maintenance, public safety, and community programs.

IMPLEMENTATION TIMELINE: Service will continue uninterrupted with this extension.

COMPLIANCE/PERFORMANCE METRICS: DPW staff will monitor the contract for performance.

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Extension of Contract for Natural Gas Purchases from Constellation Energy

DATE: August 21, 2026

Budget Information

Adopted Budget:	$562,200
Amended Budget:	$634,245
Requested Amount:	$634,245 (future years pending budget adoptions)
Funding Source:	Various Departmental Operating Budgets
Supplemental Budget:	N/A

Summary of Request

Purchasing recommends extending the natural gas agreement with Constellation Energy for a 5-year term covering November 2026 through October 2031 at a fixed price of $3.786 per Dth. Utility expenses will be charged to respective departmental accounts based on actual monthly consumption.

It is respectfully requested that Council authorize the contract extension with Immediate Effect in order to allow time for execution of the agreement prior to its effective date. The resulting contract shall not be binding until fully executed.

Background and Justification

The City of Dearborn is currently under contract with Constellation Energy through September, 2026 for the purchase of natural gas. The City of Dearborn currently purchases natural gas through a supply agreement with Constellation Energy. This contract has provided the City with stable, predictable natural gas pricing and has protected municipal facilities from market volatility over the last several years. The existing agreement is approaching its expiration, and in order to maintain continuity of service and avoid exposure to fluctuating utility rates, an extension is being recommended.

Constellation has performed reliably throughout the term of the current contract, supplying natural gas to City buildings, Department of Public Works facilities, and other municipal operations without interruption. Their pricing structure has remained competitive within the regional energy market, and the City has benefited from their fixed-rate options, which help stabilize budget planning for the fiscal year

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Given current energy market uncertainties, extending the contract ensures the City can lock in favorable rates and continue receiving dependable service from a known and trusted supplier. An extension also minimizes administrative and operational disruptions that could result from initiating a new procurement process at this time.

The city uses approximately 96,615 Dth annually.

Process

This procurement is in accordance with Section 2-568(b) (6) b, Sole Source Procurement, of the Code of the City of Dearborn. The price was evaluated and determined to be competitive based on the cost analysis described above.

Prepared By:

DocuSigned by:
Mark Rozinsky
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Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Tim Hawkins
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Tim Hawkins, Director/ Public Works & Facilities

Budget Approval:

DocuSigned by:
Michael Kennedy
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CJ

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MB

Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

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

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Cooperative Purchase of (2) Two Bandit Intimidator 12XPC Brush Chipper and One (1) Bandit 3100 Towable Stump Grinder. It is requested that the Chief Financial Officer be authorized to appropriate $172,885 of Fleet Reserve Balance for the purchase.

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

BRIEF DESCRIPTION: This request is for the authorization for a cooperative contract purchase of a brush chipper and a towable stump grinder for the Department of Public Works & Facilities from Alta Equipment Company at a total cost of $172,885. Pricing for these items is supported through MiDEAL cooperative purchasing pricing (Contract #1900000000159).

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The acquisition of the Bandit 12XPC Brush Chipper and 3100 Towable Stump Grinder directly addresses the Tree Division's operational needs enabling crews to handle emergency limb removal, debris chipping, stump grinding, and routine maintenance far more efficiently. Expanding the brush chipper fleet moves the City closer to an optimal target of five to six units, providing the capacity required to support Dearborn's forestry demands. Furthermore, the additional fleet capacity would allow multiple public works crews to operate simultaneously without equipment bottlenecks and create the redundancy needed to prevent project delays during routine maintenance or mechanical repairs.

Building fleet availability significantly strengthens the City's emergency response capabilities, tackling recent challenges with storm cleanup while drastically reducing reliance on costly and scarce equipment rentals and outside contractors. On-site wood processing improves safety while spreading operating hours across more machinery extends equipment service life. Ultimately, these acquisitions lower long-term operating costs, advance service equity across all neighborhoods, and support broader public health and environmental goals—delivering the high-quality, resident-focused service expected from the Department of Public Works.

FISCAL IMPACT: $172,885

COMMUNITY IMPACT: This new equipment will provide improved Tree Division performance and reduce service complaints. By speeding up debris handling, stump removal, and emergency limb clearing, the machinery will enhance service equity across all neighborhoods.

IMPLEMENTATION TIMELINE: Equipment to be ordered upon Council approval.

COMPLIANCE/PERFORMANCE METRICS: Department of Public Works & Facilities staff will inspect the new equipment and accept delivery.

FINANCE **EXECUTIVE SUMMARY AND MEMORANDUM**

TO: **City Council**

FROM: **City Administration**

VIA: **Mayor Abdullah H. Hammoud**

SUBJECT: **Cooperative Purchase of a Bandit Intimidator 12XPC Brush Chipper and a Bandit 3100 Towable Stump Grinder**

DATE: **September 9, 2026**

Budget Information

Adopted Budget:	$0
Amended Budget:	$0
Requested Amount:	$172,885
Funding Source:	Fleet and Equipment Replacement, Public Works, Parks, Capital Equipment
Supplemental Budget:	Fleet and Equipment Replacement, Retained Earnings

Summary of Request

Purchasing, on behalf of the Department of Public Works & Facilities, recommends the cooperative purchase of one (2) Bandit Intimidator 12XPC Brush Chipper ($44,585.35/ea) and one (1) Bandit 3100 Towable Stump Grinder ($83,714.20) from Alta Equipment Company, totaling $172,885. Pricing for these items is supported through MiDEAL cooperative purchasing pricing (Contract #190000000159).

It is requested that the Chief Financial Officer be authorized to appropriate $172,885 of Fleet Reserve Balance for the purchase of the two Bandit Intimidator 12XPC Brush Chippers and a Bandit 3100 Towable Stump Grinder.

It is respectfully requested that Council authorize the purchase with immediate effect. The resulting purchase order shall not be binding until fully executed.

Background and Justification

The acquisition of the Bandit 12XPC Brush Chipper and 3100 Towable Stump Grinder directly addresses the Tree Division's operational needs enabling crews to handle emergency limb removal, debris chipping, stump grinding, and routine maintenance far more efficiently. Expanding the brush chipper fleet moves the City closer to an optimal target of five to six units, providing the capacity required to support Dearborn's forestry demands. Furthermore, the additional fleet capacity would allow multiple public works crews to operate simultaneously without equipment bottlenecks and create the redundancy needed to prevent project delays during routine maintenance or mechanical repairs.

Building fleet availability significantly strengthens the City's emergency response capabilities, tackling recent challenges with storm cleanup while drastically reducing reliance on costly and scarce equipment rentals and outside contractors. On-site wood processing improves safety while spreading operating hours across more machinery extends equipment service life. Ultimately, these acquisitions lower long-term operating costs, advance service equity across all neighborhoods, and support broader public health and environmental goals—delivering the high-quality, resident-focused service expected from the Department of Public Works.

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Process

This procurement followed the cooperative purchasing process in accordance with Section 2-569 (Cooperative Purchasing) of the Code of the City of Dearborn. The City is eligible to participate in cooperative purchasing programs. MiDeal contract #1900000000159 was selected following a review of the procurement process to verify it is consistent with the City's process, as well as the pricing to confirm it provides good value to the City.

Prepared By:

DocuSigned by:
Mark Rozinsky
D17FF0C142E34C3...

Mark Rozinsky, Purchasing Manager

Department Approval:

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

Budget Approval:

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Michael Kennedy
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Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

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

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

REQUEST: Additional Expenditures for Change Order #1 to Eminent Excavating, LLC for Water Main Replacement & Asphalt Street Resurfacing-Phase 2 – 2025 (CIP No. Q74091 / Dearborn Job No. 2024-018)

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

BRIEF DESCRIPTION: The Department of Public Works and Facilities/Engineering Division, in conjunction with Purchasing, requests authorization for additional expenditures of $168,570.00 for the resurfacing of South Highland from Telegraph to Fordson.

PRIOR COUNCIL ACTION: CR 6-306-26

BACKGROUND: Due to the concerns related to the deteriorating conditions of the asphalt pavement, Engineering proposes to resurface South Highland as part of the annual Asphalt Street Resurfacing project.

FISCAL IMPACT: Change Order #1 in the amount of $168,570.00.

COMMUNITY IMPACT: South Highland's deteriorating road will be resurfaced with new asphalt.

IMPLEMENTATION TIMELINE: Project is ongoing.

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

FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: **City Council**

FROM: **City Administration**

VIA: **Mayor Abdullah H. Hammoud**

SUBJECT: **Request for Additional Expenditures for Change Order #1 to Eminent Excavating, LLC for Water Main Replacement & Asphalt Street Resurfacing-Phase 2 – 2025 (CIP No. Q74091 / Dearborn Job No. 2024-018).**

DATE: **September 09, 2026**

Budget Information

Project:	Q74091 – Water Main Replacement & Asphalt Street Resurfacing-Phase 2 - 2025
Total Approved Project Budget:	$6,982,159
Available Project Budget:	$2,693,966
Requested Amount:	$168,570
Funding Source:	Local Streets, Capital Project Support
Supplemental Budget:	N/A

Summary of Request

Purchasing, on behalf of the Department of Public Works and Facilities/Engineering Division, recommends additional expenditures for Water Main Replacement & Asphalt Street Resurfacing-Phase 2 – 2025 with Eminent Excavating, LLC. This is for Change Order #1 in the amount of $168,570.00.

It is respectfully requested that Council authorize the additional expenditures with immediate effect. The resulting change order shall not be binding until fully executed.

Background and Justification

Due to the concerns related to the deteriorating conditions of South Highland's asphalt pavement, it is recommended by the Engineering Division staff to resurface it as part of the annual Asphalt Street Resurfacing project.

Prepared By:

DocuSigned by:
Mark Rozinsky
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Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:
Tim Hawkins
35BABCB5BED3455...
Tim Hawkins, Director, DPWF

DocuSigned by:
Soud El-Jamaly
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Soud EL-Jamaly, City Engineer

EXECUTIVE SUMMARY AND MEMORANDUM

Budget Approval:

DocuSigned by:
Michael Kennedy
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DS
CJ

Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

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

EXECUTIVE SUMMARY AND MEMORANDUM

Immediate Effect Requested

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

DEPARTMENT: Police

BRIEF DESCRIPTION: This a request to accept funds from the Michigan Commission on Law Enforcement Standards (MCOLES), Public Safety Academy Assistance Program, in the amount of $40,000. A local match is not required. Additionally, we request that the finance director be authorized to recognize and appropriate the monies received.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Dearborn Police Department has been awarded $40,000 in funds from the MCOLES Public Safety Academy Assistance Program. The funding will be utilized to offset wages and other costs associated with two newly hired police recruits attending the Oakland Police Academy. A local match is not required.

We request that the Finance Director be authorized to recognize $40,000 in 101-2410-330.04-90, General Fund - Police Administration - Intergovernmental Revenue and appropriate the same in 101-2410-511.10-10 General Fund - Police Administration – Salary & Wages.

FISCAL IMPACT: N/A

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

IMPLEMENTATION TIMELINE: Immediately upon approval.

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

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: MCOLES Public Safety Academy Assistance Program Grant

DATE: August 25, 2026

Budget Information

Requested Amount: $40,000

Summary of Request

We request that the Finance Director be authorized to recognize $40,000 in 101-2410-330.04-90, General Fund - Police Administration - Intergovernmental Revenue and appropriate the same in 101-2410-511.10-10 General Fund - Police Administration – Salary & Wages.

Background and Justification

The Dearborn Police Department has been awarded $40,000 in funds from the MCOLES Public Safety Academy Assistance program. The funding will be utilized to offset wages and other costs associated with two newly hired police recruits attending the Oakland Police Academy. A local match is not required.

Signature Page

Prepared By:

Signed by: Andrew Galuszka [Initial MB]
28D9ED35CAC84B9...
Andrew Galuszka, Police Lieutenant

Department Approval:

DocuSigned by: Issa Shahin
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Issa Shahin, Police Chief

Budget Approval:

DocuSigned by: Michael Kennedy [Initial DM]
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Michael Kennedy, Chief Financial Officer

Philanthropy and Grants:

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