



COMMITTEE OF THE WHOLE

September 3, 2026

AGENDA

1. RESOLUTION BY COUNCIL PRESIDENT SAREINI SUPPORTED UNANIMOUSLY – Recognizing City of Dearborn Lifeguards, Charla Hamann and Judah Abusalah, for their patience and dedication as Swim Instructors to children and requesting immediate effect.
2. PUBLIC COMMENT
3. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous special (open) meeting of August 13, 2026.
4. RESOLUTION IN NEED OF OFFER AND SUPPORT – Approving the minutes of the previous regular meeting of August 18, 2026.
5. ECONOMIC DEVELOPMENT – Recommending –
ORDINANCE NO. 26-1872 – IN NEED OF INTRODUCTION.
SYNOPSIS – “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 a RE (Multiple Family Residential District).”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.
6. ECONOMIC DEVELOPMENT – Recommending –
ORDINANCE NO. 26-1873 – IN NEED OF INTRODUCTION.
SYNOPSIS – “An Ordinance to Amend the Zoning Ordinance of the City of Dearborn by amending Article 1.00, Entitled ‘Short Title, Rules of Construction and Definitions’, and Article 2.00, Entitled ‘General Provisions’.”
RESOLUTION IN NEED OF OFFER AND SUPPORT – To table the Ordinance.

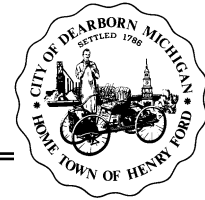
7. ECONOMIC DEVELOPMENT – Requesting to authorize the sale of the City-owned properties located at 4400 Maple St. in the amount of \$83,000, 13643 Nagy Dr. in the amount of \$127,000, and 13631 Nagy Dr. in the amount of \$28,000, combined together, and the sale of the property located at 14200 Michigan Ave. in the amount of \$100,000; also requesting that a mixed commercial and residential development be required to be constructed on the property within three-years of closing and requesting immediate effect.
8. PURCHASING – Requesting to authorize an emergency purchase from De-Cal Inc. in the amount of \$1,172,942 for critical Prospect CSO infrastructure repair and requesting immediate effect. [2-568 (b) 10]
9. PURCHASING – Requesting to award a contract to Bostick Truck Center, lowest priced complete quote, in the amount of \$146,700 for the Upfitting of Five (5) Public Works Vehicles; also requesting that the Chief Financial Officer be authorized to appropriate Water fund balance in the amount of \$18,595 for the upfitting of the Water Division dump truck, Sewer fund balance in the amount of \$35,350 for the upfitting of the CSO Division crane truck, Sewer Fund balance in the amount of \$58,230 for the upfitting of the Sewerage crane truck, Fleet reserve balance in the amount of \$18,595 for the upfitting of the Highways Division dump truck, and Fleet reserve balance in the amount of \$15,930 for the upfitting of the Sanitation Division stake/arrow board truck and requesting immediate effect.
10. PURCHASING – Requesting to award a contact to DLZ Michigan, highest scoring proposal, in the amount of \$137,500 for the Design, Bid, and Build of a Splashpad and Bathhouse at Camp Dearborn and requesting immediate effect. (1256-5) [2-568 (10)]
11. PURCHASING – Requesting to authorize a cooperative contract purchase, via cooperative contracts with the Michigan Library Cooperative Director's Association (MLCDA), The Library Network (TLN), and the Midwest Collaborative for Library Services (MCLS) from Midwest Tape LLC, Ingram Library Service, WTcox, and OverDrive in a total amount not to exceed \$380,000 for the purchase of a variety of Library Materials for FY2027. [2-569]

12. PURCHASING – Requesting to extend the contract with Wayne Metropolitan Community Action Agency (C.R. 7-389-25) in the amount of \$45,756 for the Wayne Metro Liaison as a greeter, iPad guide, and translator at the DAC check-in counter, for the term of one-year from September 1, 2026 through August 31, 2027 and requesting immediate effect.
13. PURCHASING – Requesting to extend the contract with JustAir (C.R. 8-455-25) in the amount of \$33,900 for continued air quality monitoring services through August 2027.
14. POLICE – Requesting to approve the 2026 Equitable Sharing Agreement and Certification in order for the Police Department to maintain an active status in the program and obtain Federal funds from the Department of Justice and requesting immediate effect.
15. LIBRARY – Requesting that the Finance Director be authorized to recognize and appropriate grant funding in the amount of \$25,000 from the Library of Michigan and the Michigan Department of Education to allow the Dearborn Library to develop and host the Makerpreneurs Build Dearborn Series, with no local match requirement for the grant term October 1, 2026 through September 30, 2027 and requesting immediate effect.
16. PHILANTHROPY & GRANTS – Requesting to accept the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, State High Water Infrastructure Grant Program award in the amount of \$393,800 to advance the Dearborn Industrial Greenbelt Engineering and Design Project; also requesting that the Chief Financial Officer be authorized to recognize and appropriate the grant funding in the amount of \$393,800 in project C23100, Industrial Greenbelt EGLE Grant and requesting immediate effect.
17. COMMUNITY RELATIONS – Requesting to authorize the use and closure of multiple streets between Tireman Avenue and Patton Street on Saturday, September 19, 2026 for a Community Block Party in partnership with the City of Detroit, with assistance from several City services; also requesting a noise waiver for the duration of the event and that these approvals be extended to a rescheduled date if necessary and requesting immediate effect.

18. HISTORICAL MUSEUM – Having no objection to the request of the Museum Guild of Dearborn to obtain a Special Event Permit and for the temporary use and closure of the City-Owned parking lot, located on the east side of Monroe Street directly behind the Dearborn Historical Museum’s Commandants Quarters (21950 Michigan Ave.) from Friday, October 9, 2026 at 6:00 p.m. to Saturday, October 10, 2026 at 4:00 p.m. for the Dearborn Historical Museum’s 12th Annual Fall Festival; also requesting to waive the Noise Ordinance for the duration of the event, and all fees including that for Tent and Electrical Permits and requesting immediate effect.
19. CLERK – Submitting summons and complaint in the matter of Ibrahim Karali v. the City of Dearborn.
20. CLERK – Submitting summons and complaint in the matter of Sameh Shilbayeh v. the City of Dearborn.
21. MAYOR – Requesting concurrence in the appointment of Hussein Nasser to the Disability Concerns Commission with a term ending June 30, 2029.

PUBLIC COMMENT WILL FOLLOW ANY WALK-ON ITEMS

OFFICE OF THE 35TH CITY COUNCIL



IMMEDIATE EFFECT

To: City Clerk

From: City Council

Date: August 26, 2026

Subject: Council Acknowledgment- Charla Hamann & Judah Abusalah

The 35th City Council wishes to recognize Charla Hamann & Judah Abusalah, City of Dearborn Lifeguards, for their patience and dedication as Swim Instructors. The commitment to ensuring children of all abilities learn vital water-safety skills is of utmost importance and deserves sincere appreciation. Thank you for your outstanding service!

This item shall be given immediate effect.

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

Michael T. Sareini
Council President



COMMUNITY
RELATIONS

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Contract extension for Wayne Metropolitan Action Agency Liaison

DEPARTMENT: Community Relations Department

BRIEF DESCRIPTION: Seeking a one year extension of the contract with Wayne Metropolitan Community Action Agency to continue employing a contractor as greeter, iPad guide, and liaison within the Community Relations Department, from September 1, 2026, to August 31, 2027.

PRIOR COUNCIL ACTION: A two year extension of this contract was approved in October 2023, and a one year extension in July 2025.

10-524-23, 7-389-25

BACKGROUND: The City of Dearborn entered into a pilot contract with Wayne Metro Community Action Agency in February 2023 to provide a liaison who assists residents with the check-in tablet process, connects them to Wayne Metro services, and serves as a greeter and ad hoc translator. The last 3 years of this program have proven successful in supporting residents at the DAC services desk and facilitating access to community programs. We are requesting a one year contract extension at an annual cost of \$45,756.00, to be paid through the Community Relations budget.

FISCAL IMPACT: \$45,756.00 annually, to be paid in monthly installments of \$3,813.00. As the cost of the contract has remained unchanged from 2023 through 2027, this proposed extension results in no increased budgetary effect.

IMPACT TO COMMUNITY:

The liaison improves access to both City and Wayne Metro services by guiding residents through our check-in process and connecting them to available programs. Their presence enhances customer service through language support and personalized assistance. This role also increases efficiency at the DAC by streamlining resident interactions and reducing service delays.

IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS:

This contract will be managed by the Community Relations Director.



**COMMUNITY
RELATIONS**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: Community Relations Department
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Contract extension for Wayne Metropolitan Action Agency Liaison
DATE: August 24th 2026

Budget Information

Adopted Budget: \$45,756

Amended Budget: \$45,756

Requested Amount: \$45,756 (for 1-year period of September 1, 2026 through August 31, 2027).

Funding Source: Community Relations, Contractual Services, Other Services

Supplemental Budget: N/A

The Community Relations Department is respectfully requesting a one-year extension of its contract with Wayne Metropolitan Community Action Agency to continue employing a liaison who serves as a greeter, iPad guide, and translator at the DAC welcome desk. Since its launch in February 2023, the program has successfully enhanced resident access to both City and Wayne Metro services, improved customer service, and increased operational efficiency. The proposed extension will run from September 1, 2026, to August 31, 2027, at an annual cost of \$45,756, with immediate implementation requested. As the cost of the contract has remained unchanged from 2023 through 2027, this proposed extension will result in no increased budgetary effect.

This contract will be managed by the Community Relations Director.

Contract attached.



COMMUNITY
RELATIONS

EXECUTIVE SUMMARY AND MEMORANDUM

Respectfully submitted,

Department Approval:

DocuSigned by:

Alia Phillips

64F0179A272444C...

Alia Phillips

Community Relations Director

Budget Approval:

DocuSigned by:

Michael Kennedy

F77010D1421447F...

Michael Kennedy

Finance Director

DocuSigned by:

Corey Jarocki

3022DB0ED74E40A...

Corey Jarocki

Deputy Finance Director

Legal Approval:

Signed by:

Carter Fisher

3F46072DF97F42A...

Carter Fisher

Corporation Counsel

CONTRACT FOR SERVICES

This Agreement is entered into on 09/01/26 between the CITY OF DEARBORN (referred to as **City**), with a principal place of business at 16901 Michigan Avenue, Dearborn MI, 48126, and Wayne Metropolitan Community Action Agency (referred to as **Contractor**), with a principal place of business at 7310 Woodward Avenue, Detroit, MI, 48202.

WHEREAS, the **City** desires to partner with the **Contractor** to connect City residents with **Contractor's** comprehensive suite of community assistance programs - including water and energy assistance, housing stability and homeless services, financial education, and family support services;

WHEREAS, the **City** desires to engage the **Contractor** to be responsible for the provision of assistance to low-income persons through a system of intake and assessment, to respond to incoming calls from clients to answer inquiries and questions, to handle complaints, to troubleshoot problems, to meet face to face with clients, to process applications, and to provide information and coordinate referrals to meet specific needs, and the **Contractor** desires to perform such services for the **City**;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Services to Be Performed

1. The **Contractor** agrees to perform the following services dedicated to **City**, beginning on September 1, 2026 through August 31, 2027:
 - a. **Contractor** employees assigned to the **City** are expected to work a standard schedule of 9:00 a.m. to 5:00 p.m., Monday through Friday, and arrive on time and remain on duty for the duration of their scheduled workday. **Contractor** employees assigned to **City** will receive one (1) 60-minute lunch break and two (2) 10-minute rest breaks each workday. Breaks should be taken at appropriate times in coordination with workload and operational needs to ensure continuity of services.
 - b. **Contractor** employees assigned to **City** will perform the following services:
 - i. Interview clients to obtain information necessary to make eligibility determinations and conduct initial intake interviews.
 - ii. Process clients for assistance and verifying documentation and paperwork.
 - iii. Review and evaluate clients' circumstances and documentation to determine if they meet the program's eligibility requirements.
 - iv. Maintain accurate files by processing applications, keeping case history files current and responding to client inquiries and complaints in a timely manner.
 - v. Conduct reviews of program files to verify compliance with agency and funder requirements and implement corrective action under the direction of your direct supervisor as needed.
 - vi. Log and process incoming client files, verify eligibility for applicable program vouchers (including utility, housing, or emergency assistance), and maintain structured documentation to ensure seamless access to Wayne Metro Community Programs.
 - vii. Audit program files to ensure compliance.
 - viii. Communicate with clients regarding program requirements and compliance; missed payments; and program dis-enrollments.
 - ix. Review, process and file payment vouchers according to the program process.
 - x. Provide technical assistance to peers and other staff as necessary.
 - xi. Respond to client inquiries for applicable services in a professional manner; describe programs and services.
 - xii. Remain up-to-date in the knowledge of available services; increase the

- services available to agency clients; and better coordinate existing services in the interest of aiding agency clients meet social, physical, and economic needs. Continuously monitor and assess the adequacy of referral agencies in the provision of such services.
- xiii. Provide support to other Wayne Metro departments/programs as necessary to best serve Wayne Metro clients, including intake, case management, and the delivery of client workshops.
 - xiv. Maintain accurate records which are compatible with those maintained by Wayne Metro for the purpose of deriving statistics, meeting legal requirements for program and client records, and compiling program reports as may be requested by program management.
 - xv. Maintain a positive attitude towards assigned work, clients, and staff, and a willingness to work with others.
 - xvi. Perform work in a professional manner in compliance with applicable policies and procedures.
 - xvii. Aid in translation for city residents and documents.
 - xviii. Act as Greeter at the Dearborn Administrative Center counter for all residents struggling with iPad check in.
 - xix. Other duties as assigned by the City.
- c. The foregoing responsibilities will be shared between two designated Contractor staff members to ensure continuity of services and consistent support for residents.
 - d. If one assigned Contractor staff member is out of the office for three (3) or fewer consecutive business days, the other designated Contractor staff member will provide coverage for these responsibilities until the other staff member returns.
 - e. To ensure continuity of services, Contractor will provide alternative coverage for these responsibilities when the assigned Contractor staff member is out of the office for more than three (3) consecutive business days.

Acknowledgement of Contractor Staff Member Dual Responsibilities

- 2. The City acknowledges that, while assigned to the City, employees of Contractor are expected by Contractor to maintain active engagement with Contractor initiatives, communication, and organizational priorities. City agrees that assigned Contractor staff members may allocate time throughout the workday to address Contractor-related responsibilities, including responding to inquiries, completing assigned tasks, and participating in meetings or collaborative discussions and may designate and maintain an appropriate workspace within the Dearborn Administrative Center location to attend to Contractor-related responsibilities.

Compensation

- 3. In consideration of the services to be performed by the Contractor, Contractor shall be compensated \$45,756.00, paid in equal monthly installments of \$3,813.00, on or before the last day of the month beginning on September 30, 2026.

Scope of Obligations of the Contractor

- 4. Except as is specifically set forth in writing by the parties, the Contractor shall supply all tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement, except that the City shall grant Contractor reasonable access to its internal software,

databases, and IT systems solely as necessary for Contractor to perform the services. The Contractor agrees to provide workers' compensation insurance for the Contractor and the Contractor's employees and agents. The Contractor agrees to maintain a policy of insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents during the performance of any duties under this Agreement, and to name the City as an additional insured under that policy of insurance. This Agreement is contingent on Contractor providing to the City a Certificate(s) of Insurance that meets the City's insurance requirements for this Agreement.

Independent Contractor

5. The City and the Contractor expressly acknowledge and agree that the services to be provided by the Contractor under this Agreement shall be performed as an independent contractor, and not as an agent, employee, joint venturer, or partner of the City. The parties also expressly acknowledge and agree that with respect to any payments made to the Contractor under this Agreement, the City shall not: (i) withhold or pay FICA, Medicare or other federal, state or local income or other taxes or charges; or (ii) comply with or contribute to state workers compensation, unemployment, or other such governmental funds or programs. The Contractor also acknowledges that as an independent contractor, the Contractor (including its employees and agents) will not be given the right to participate in any employee benefit, insurance plan, or any other plan or fringe benefit that is maintained, established or provided by the City for its employees.

Termination of Services

6. This Agreement shall automatically terminate on August 31, 2027, or upon 30 days written notice from one party to the other without cause, or immediately with cause. "Cause" includes any criminal act by the other party, a material failure to comply with or violation of applicable state or federal law or regulations, a violation of any City ordinance, or a material breach of this Agreement that remains uncured for more than seven days following provision of notice of the breach.

Confidential Information

7. During the term of this Agreement and thereafter, the City and Contractor may disclose or make available to one another confidential client records and personally identifiable information (collectively, Confidential Information). Such Confidential Information includes, without limitation: client personal information, Social Security numbers, income and tax status records, household financial documentation, intake assessments, application history, and any other non-public personal data collected or accessed in connection with providing services to residents under this Agreement. Both City and Contractor agree to maintain all such Confidential Information in strict confidence, implement reasonable administrative and technical safeguards to protect it, and not disclose or use any Confidential Information exchanged between the parties unless prior written consent is provided or as required by applicable law.

Return of City Property and Work Product

8. The Contractor agrees that it will not use any City property for its personal gain or in any manner that might be adverse to the City's interests. At any time on the City's demand and in any event on or before the termination date, the Contractor will return to the City all the City property and work product that is in Contractor's possession, custody, or control. After the termination of this Agreement, the Contractor will return to the City any City property and work product that comes

into Contractor's possession, custody, or control.

Nonsolicitation of Employees

9. During the period that Contractor is providing services to the City, the Contractor will not, directly or indirectly, solicit or induce any employee of the City to leave his or her employment with the City.

Arbitration of Disputes

10. In the event that any dispute or disagreement should arise with regard to any provision of this Agreement, the parties will first attempt to resolve such dispute or disagreement by good faith, informal negotiations. If informal dispute resolution is unsuccessful, an action to enforce this Agreement may be brought by either Party in the 19th District Court or 3rd Circuit Court of the State of Michigan, as appropriate. However, nothing in this Agreement shall be construed as a waiver of governmental immunity, under either common law or the Governmental Liability for Negligence statute, M.C.L. §§ 691.1401–691.1419.

Entire Agreement of the Parties; Modification

11. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by the Contractor for the City, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

Severability

12. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Indemnification

13. Contractor agrees to indemnify, defend, and hold harmless the City and its public officials, officers, agents, and employees for, from, and against any claims, lawsuits, causes of action, judgments, and other damages, specifically including but not limited to claims for bodily or personal injury or property damage, asserted against the City relating to or arising out of Contractor's performance of services under this Agreement, unless the City is adjudicated to have been grossly negligent or engaged in willful and wanton misconduct which caused the claimed injury.

Governing Law

14. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

Executed at Dearborn, Michigan [city and state], on the date first written above.

CITY

CITY OF DEARBORN

By: _____ [signature]
Alia Phillips, Director of Community Relations

CONTRACTOR

WAYNE METROPOLITAN COMMUNITY ACTION AGENCY

By: _____
[signature] Shama Mounzer, Chief Programs Officer



EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: The department of Community Relations kindly requests approval for a road closure and a noise waiver for the upcoming Dearborn x Detroit Community Block Party.

DEPARTMENT: Community Relations, Police

BRIEF DESCRIPTION:

To ensure the safety of attendees and performers during the Dearborn x Detroit Community Block Party, a road closure is kindly requested on Saturday, September 19, 2026.

The event will take place on Tireman Ave between Appoline St and Manor St. The southern half of Tireman Ave between these streets is within the City of Dearborn's control. The City of Detroit will also be asked to close the north side of Tireman Ave. Additional streets including Appoline St, Esper Blvd, Patton St, Miller Rd, Littlefield Blvd, and Manor St will also need either a full or partial closure to ensure participant safety.

A noise waiver is additionally requested, along with approval extended to a rescheduled date if the event is canceled due to weather.

PRIOR COUNCIL ACTION:

C.R. 8-462-25 - Approval of a similar road closure for the Dearborn x Detroit Community Block Party in September 2025

BACKGROUND:

Under Mayor Abdullah H. Hammoud's leadership, the City of Dearborn is strengthening our relationship with Detroit residents and promoting our community's desire to create welcoming environments for our neighbors.

It is anticipated that resources from DPW, Police, Fire, Parks & Recreation, and Community Relations will be needed.

The Community Block Party will feature family-friendly activities, food, community resources, musical entertainment, and opportunities for neighbors to connect with one another in a recreational environment.

FISCAL IMPACT:

This event will be funded via sponsorship dollars and the Community Relations event budget.



DEARBORN
COMMUNITY
RELATIONS

EXECUTIVE SUMMARY AND MEMORANDUM

COMMUNITY IMPACT:

This event aims to foster goodwill between the cities of Detroit and Dearborn and further our positive reputation in the region.

IMPLEMENTATION TIMELINE: Immediate effect is requested.

COMPLIANCE/PERFORMANCE METRICS: Community Relations staff annually evaluates event performance using metrics such as reach, attendance, sponsorship acquisition, media engagement, and debriefs to ensure events are impactful and align with the City's vision, goals, and strategies.



DEARBORN
COMMUNITY
RELATIONS

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Community Relations, Police

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Road Closure & Noise Waiver Request - Dearborn x Detroit Community Block Party 2026

DATE: August 24th, 2026

Summary of Request: To ensure the safety of attendees and performers during the Dearborn x Detroit Community Block Party, a road closure is kindly requested on Saturday, September 19, 2026.

The event will take place on Tireman Ave between Appoline St and Manor St. The southern half of Tireman Ave between these streets is within the City of Dearborn's control. The City of Detroit will also be asked to close the north side of Tireman Ave. Additional streets including Appoline St, Esper Blvd, Patton St, Miller Rd, Littlefield Blvd, and Manor St will also need either a full or partial closure to ensure participant safety.

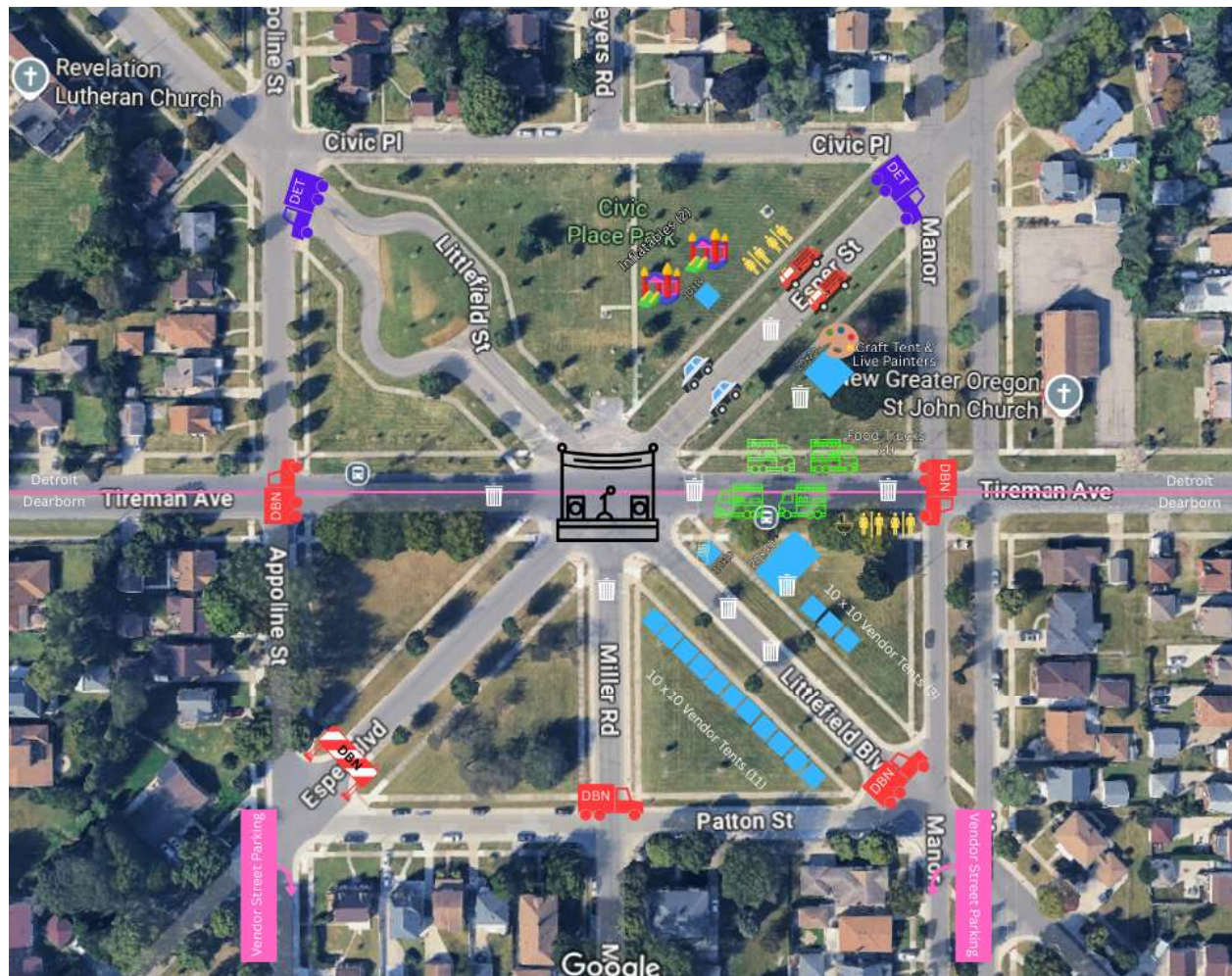
A noise waiver is additionally requested, along with approval extended to a rescheduled date if an event is canceled due to weather.

Please find a diagram of the proposed site plan on the following page. Immediate effect is requested.



DEARBORN
COMMUNITY
RELATIONS

EXECUTIVE SUMMARY AND MEMORANDUM



Department Approval:

DocuSigned by:
Alia Phillips
64F917BA27244C...

Alia Phillips
Community Relations Director

DocuSigned by:
Issa Shahin
1053E1C7585A436...

Issa Shahin
Chief of Police



EXECUTIVE SUMMARY AND MEMORANDUM

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

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		
	<i>Mixed-Use Centers</i>	<i>Great Neighborhoods</i>	<i>Great Neighborhoods</i>
	<i>Shopfront</i>	<i>Low Density</i>	<i>High Density</i>
R-A One Family Residential		☒	
R-B One Family Residential		☒	
R-C Multiple Family Residential			
R-D Multiple Family Residential			
R-E Multiple Family Residential			☒
R-P Preservation			
O-S Business Office	☒		
B-A Local Business	☒		
B-B Community Business	☒		☒
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			



EXECUTIVE SUMMARY AND MEMORANDUM

- 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.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

- 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:

Masarra Zwayen

MASARRA ZWAYEN
Planning and Zoning
Manager

Approved:

Signed by:


1C7ADC7466A843C...

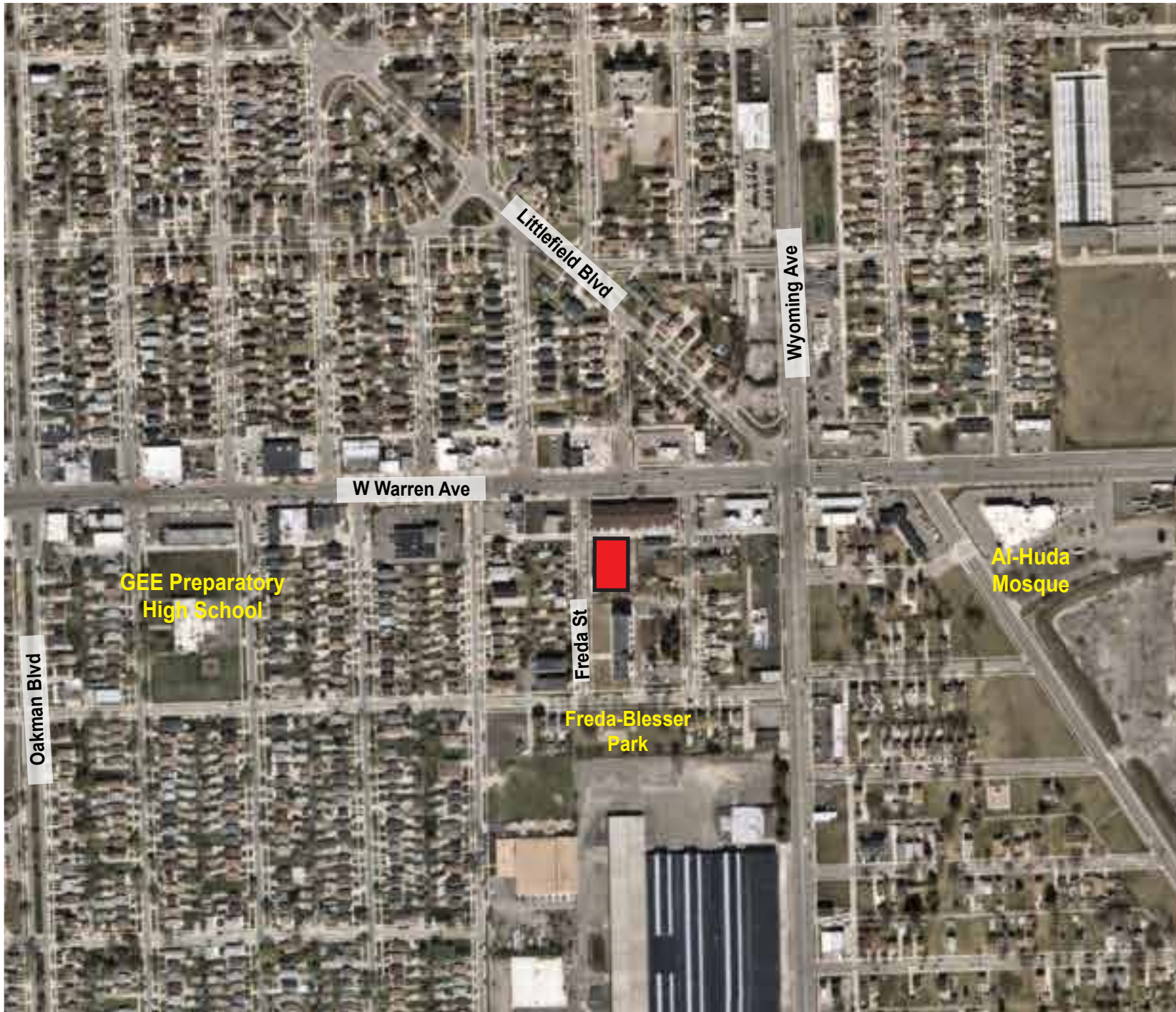
JORDAN TWARDY
Economic Development Director

Signed by:


3F46972DF97F42A...

CARTER FISHER
Corporation Counsel

Site Context - 7100 Freda Street



Legend

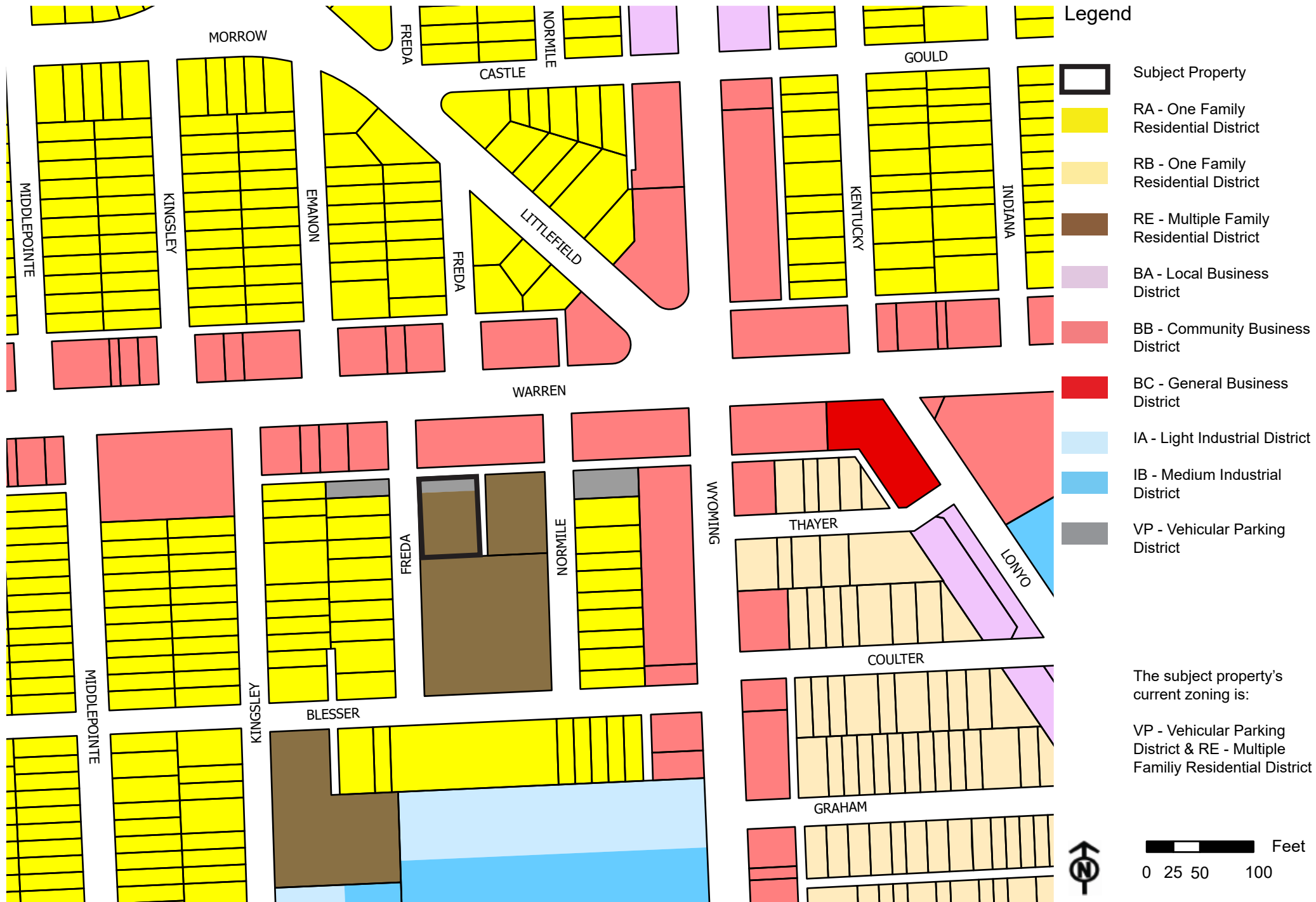


Subject Property

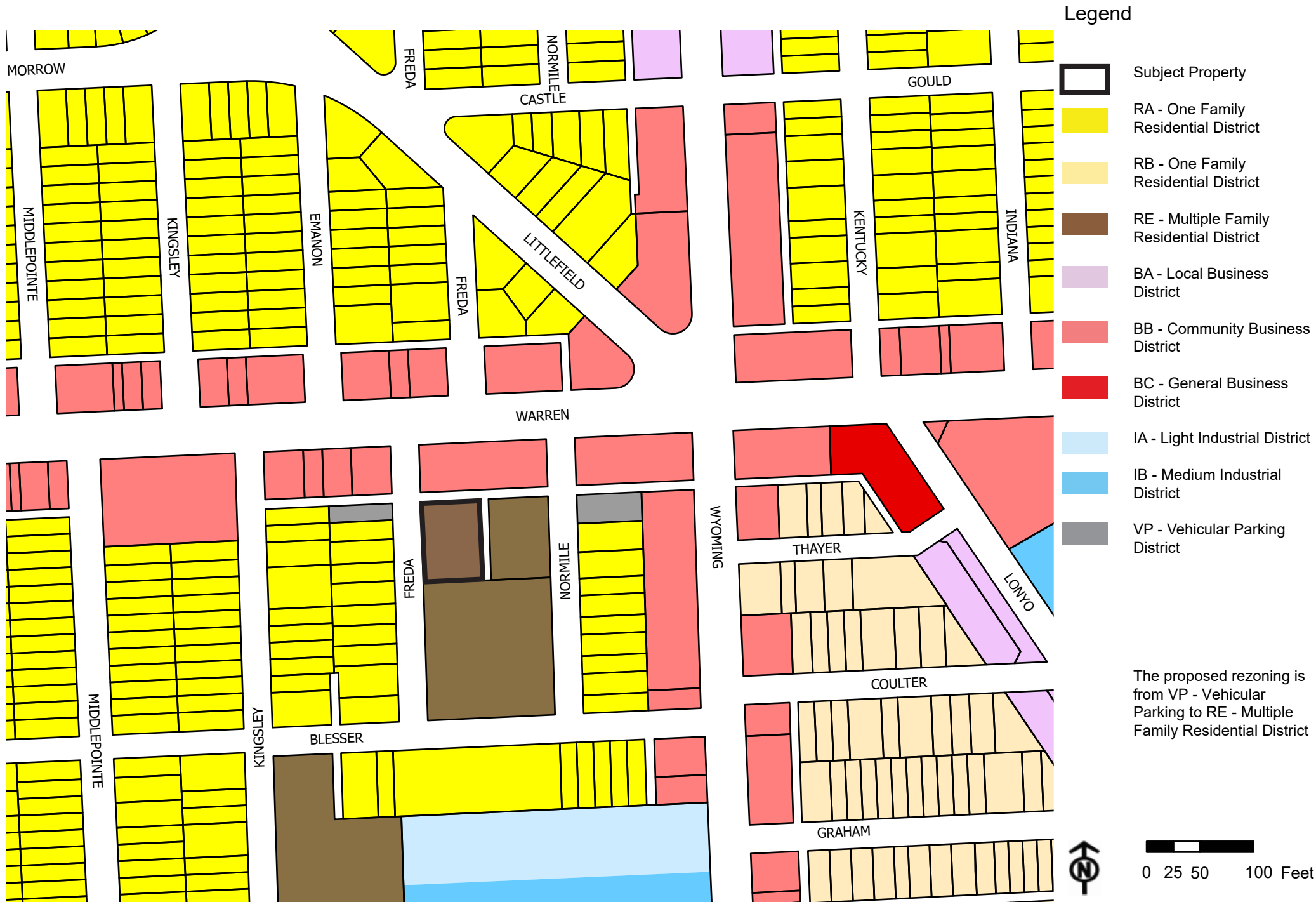


0 100 200 400 Feet

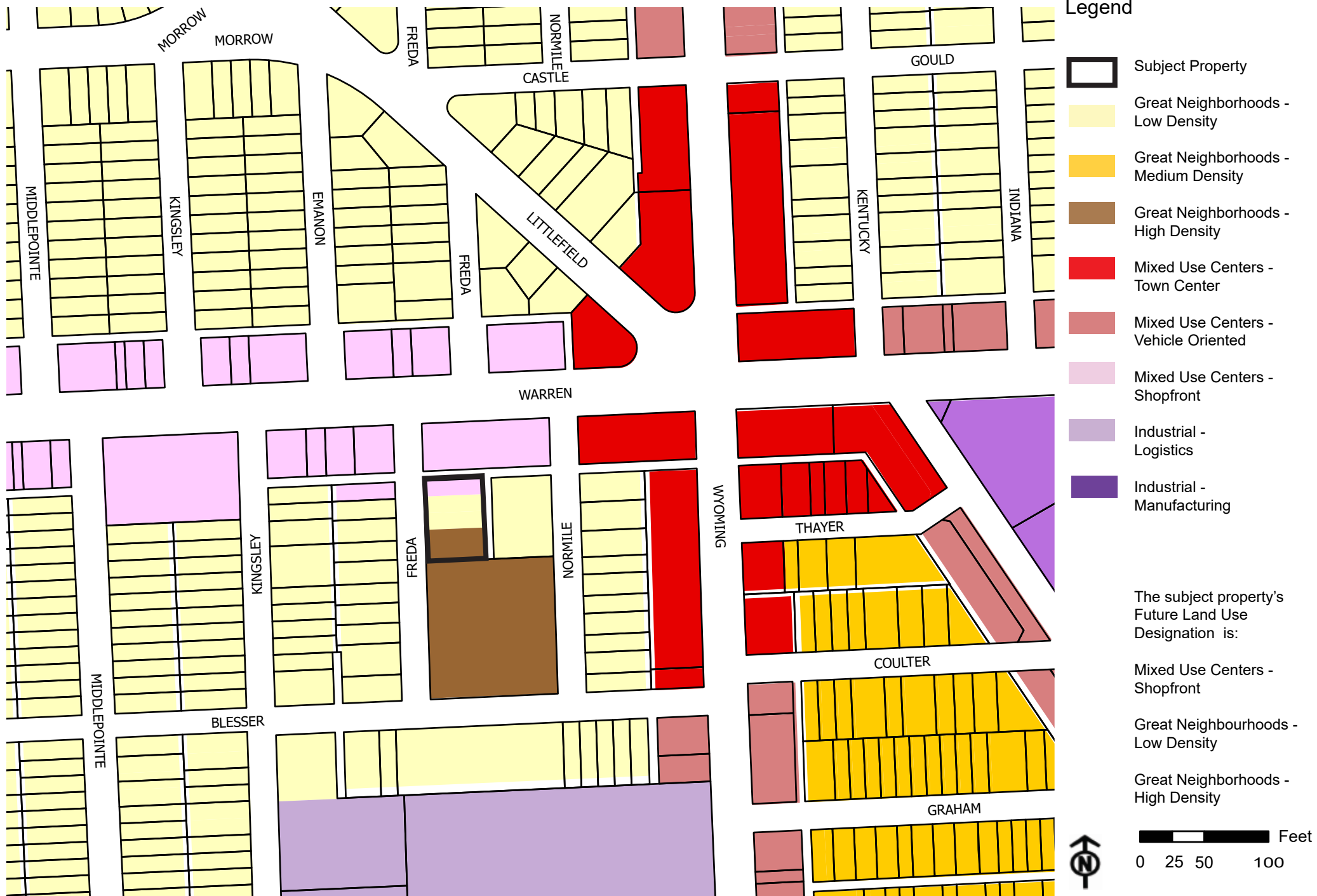
Zoning Map - 7100 Freda Street



Proposed Zoning Map - 7100 Freda Street



Future Land Use Map - 7100 Freda Street

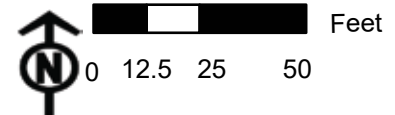


Existing Site Condition- 7100 Freda Street



Legend

-  Subject Property
-  Existing Building
-  Public Alley
-  Vacated Alley





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.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Approval to sell the City-owned property located at 4400 Maple St., 13643 Nagy Drive, 13631 Nagy Dr. and 14200 Michigan Avenue.

DEPARTMENT: Economic Development

BRIEF DESCRIPTION: Approval is requested for the City to list the property located at 4400 Maple St., 13643 Nagy Drive, 13631 Nagy Dr., and 14200 Michigan Avenue for sale.

PRIOR COUNCIL ACTION:

N/A

BACKGROUND:

The Economic Development Department seeks to advance the Administration's goal of reducing the City's inventory of public parking lots as both an opportunity to increase the potential of those lots towards the potential of the East Dearborn Business District, and as a cost reduction measure. It is recommended that the following parking lots be listed for sale by a qualified commercial real estate broker:

- **4400 Maple St.** (82-10-184-09-001)
Size: 12,827 sq. ft.
Zoned: BC
\$83,000
- **13643 Nagy Dr.** (82-10-184-09-002)
Size: 22,116.3 sq. ft.
Zoned BC
\$127,500
- **13631 Nagy Dr.** (82-10-184-09-003)
Size: 3,635 sq. ft.
Zoned BC
\$28,000

4400 Maple St., 13631 Nagy Dr., 13643 Nagy Dr. are abutting each other, and are located behind the old City Hall. It is recommended that these properties be offered for sale together, and combined as a condition of development, and that a mixed use commercial and residential development be required to be constructed on the property within three (3) years of closing.

- **14200 Michigan Ave.** (82 10 182 24 038)
Size: 4,791.6 sq. ft.
Zoned: BC
\$100,000

It is recommended that this property be offered for sale, and that a mixed use commercial and residential development be required to be constructed on the property within three (3) years of closing.



EXECUTIVE SUMMARY AND MEMORANDUM

FISCAL IMPACT:

The City will no longer bear the expense of maintaining the properties. The City will receive revenue from the sale of these properties. The properties will be placed back on the tax roll.

COMMUNITY IMPACT:

The proposed development will add to the revitalization of East Downtown Dearborn by helping activate and invest in underutilized properties.

IMPLEMENTATION TIMELINE:

Prior to listing, ED and Purchasing will establish a qualified vendors list for licensed architects from which the purchaser can choose to contract for the development and submission of plans. This list will be competitively established and all qualified firms will be eligible to participate with fixed pricing and turnaround time. A qualified commercial broker will then list these 3 lots for sale for a period of 30 days. After 30 days, the best offers received will be presented to the City Council for final approval. Any properties not receiving offers will continue to be listed by a qualified commercial real estate broker until an offer is received, after which the offer will then be presented to City Council for approval. Closing and redevelopment would occur as soon as possible per the terms of the Purchase Agreement. The City will waive all fees for combining 4400 Maple St., 13631 Nagy Dr. and 13643 Nagy Drive.

Performance Milestones:

- Retain a licensed architect and civil engineer from the list of qualified vendors, within 45 days of closing.
- Submit a complete site plan approval package within 60 days of closing.
- Hold an in-person kickoff meeting with Economic Development staff, owner, purchaser, architect, and civil engineer, within 60 days of closing.
- Secure site plan approval and complete lot combination within 1 year of closing.
- Secure permits and commerce construction within 18 months of closing.
- Complete construction within three (3) years of closing.

Extensions:

An extension may be granted by the Economic Development department for a maximum of 90 days for any milestone if the purchaser requests said extension in writing and pays a fee of 10% of the purchase price, with a minimum fee of \$550. Any further extensions must be approved by City Council prior to the expiration of the deadline to be extended, and following a request from the purchaser in writing and payment of a fee in the amount of 20% of the purchase price, with a minimum fee of \$1,000.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

COMPLIANCE/PERFORMANCE METRICS:

Economic Development and Law Departments will monitor compliance with conditions pertaining to the sales, including all deadlines.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Jordan Twardy, Director of Economic Development

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Consideration of the Sale of 4400 Maple St., 13643 Nagy Drive, 13631 Nagy Dr. and 14200 Michigan Avenue

DATE: September 8, 2026 (September 3, 2026 COW)

Summary of Request

After an analysis of the public parking capacity throughout our business districts, including East Downtown, the Economic Development Department seeks to advance the Administration's priority of reducing the inventory of public parking lots owned by the City as both a cost-reduction strategy and an opportunity to increase the potential for those lots to enhance Dearborn's business districts.

To reduce the inventory of public parking lots owned by the City, it is recommended that the following parking lots be listed for sale by a qualified commercial real estate broker:

- **4400 Maple St.** (82 10 184 09 001)
Size: 12,827 sq. ft.
Zoned: BC
\$83,000
- **13643 Nagy Dr.** (82 10 184 09 002)
Size: 22,116.3 sq. ft.
Zoned BC
\$127,500
- **13631 Nagy Dr.** (82-10-184-09-003)
Size: 3,635 sq. ft.
Zoned BC
\$28,000

4400 Maple St., 13631 Nagy Dr. and 13643 Nagy Dr. are adjacent to each other, and are located behind the old City Hall. It is recommended that these properties be offered for sale together, and combined as a condition of development, and that a mixed use commercial and residential development be required to be constructed on the property within three (3) years of closing.

- **14200 Michigan Ave.** (82 10 182 24 038)
Size: 4,791.6 sq. ft.
Zoned: BC
\$100,000

It is recommended that this property be offered for sale, and that a mixed use commercial and residential development be required to be constructed on the property within three (3) years.

Immediate effect is requested.



**ECONOMIC
DEVELOPMENT**

EXECUTIVE SUMMARY AND MEMORANDUM

Background and Justification

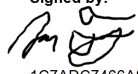
The Economic Development and Law Department seeks to advance the Administration's goal of reducing the City's inventory of public parking lots. This effort serves as a cost reduction measure and as a strategic opportunity to drive economic development in the East Downtown Dearborn Business District. By listing these properties for sale, the City will generate immediate revenue, return the parcels to the tax roll, and drive further investment in East Downtown Dearborn. The requirement for mixed-use commercial and residential development of these sites is intended to maximize positive community and fiscal impact, ensuring that these assets will contribute directly to the ongoing revitalization and economic vitality of Downtown East Dearborn.



ECONOMIC
DEVELOPMENT

EXECUTIVE SUMMARY AND MEMORANDUM

Signature Page

Signed by:

1C7ADC7466A843C...
Jordan Twardy
Economic Development Director

Signed by:

3F46972DF97F42A...
Carter Fisher
Corporation Counsel

DocuSigned by:

F77919D1421447F...
Michael Kennedy
Chief Financial Officer

Initial




EXECUTIVE SUMMARY AND MEMORANDUM

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

DEPARTMENT: Economic Development

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 development standards.

FISCAL IMPACT: N/A

COMMUNITY IMPACT:

The proposed ordinance ensures that there is sufficient time to draft language 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:

1C7ADC7466A843C
JORDAN TWARDY
Economic Development Director

Signed by:

3F46972DF97F42A...
CARTER FISHER
Corporation Counsel

ORDINANCE NO. xx-xx
AN ORDINANCE TO AMEND THE ZONING ORDINANCE
OF THE CITY OF DEARBORN BY AMENDING
ARTICLE 1.00, ENTITLED
“SHORT TITLE, RULES OF CONSTRUCTION AND DEFINITIONS”

THE CITY OF DEARBORN ORDAINS TO:

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

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

Sec. 1.03. - Definitions.

- **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. xx-xx
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 Articles 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.

EXECUTIVE SUMMARY



REQUEST: Approval to conduct a special event

DEPARTMENT: Historical Museum and Parks and Recreation

BRIEF DESCRIPTION:

The Dearborn Historical Museum and Parks and Recreation respectfully request a special event approval to hold the annual Museum Guild of Dearborn annual Fall Festival and closure and exclusive use of the Commandant's Quarters and adjoining City owned parking lot. Further to request an exemption from the noise regulations found in Chapter 13 pursuant to ordinance section (13-46) to permit festival sound to reach up to 100 db specifically from 7 pm to midnight on Oct. 9. And, request the City council waive all fees associated with the event, including that for tents and electrical hookups.

Additionally, the Museum Guild of Dearborn will need assistance from the Dearborn Police Department with beat patrol spot checks and 50 steel barricades or fencing for the duration of the event. Recreation and Parks will provide tables, chairs, staging, microphone and sound reinforcement and trash receptacles as required.

The Museum Guild of Dearborn will obtain a one-day liquor permit and provide liquor liability insurance for the beer tasting event.

The Dearborn Police and Recreation and Parks Department Administration acknowledge that they are familiar with details of the event, and have no immediate objection or concerns with the Museum Guild of Dearborn's 13th Annual Fall Festival on Friday October 9th and Saturday October 10th.

Requesting immediate effect.

PRIOR COUNCIL ACTION:

City Council has approved the Museum Guild of Dearborn's annual Fall Festival (previously called "Party at the Museum" and the "Guild Craft Beer Festival") for 12 previous years and the City itself has provided promotional support and helped facilitate the event with assistance from DPW, Recreation, and City of Dearborn Police.

BACKGROUND:

With the City's approval, the Museum Guild of Dearborn will hold its 12th annual fall festival fundraiser on October 9th from 6pm to midnight, and October 10th from noon to 4pm.

To do this the Museum's Guild will use the Commandant's Headquarters and have the primary festival take place in the adjoining city-owned parking lot. Past fall festivals, through the Museum Guild of Dearborn have netted an average of \$7,500 a year for each year from 2013 through 2025. The Museum Guild of Dearborn is a 501c3 organization.

EXECUTIVE SUMMARY



FISCAL IMPACT:

The expenses for the project will be paid for by the Museum Guild of Dearborn, a 501c3 organization, in conjunction with sponsorships from local businesses. The Museum aims to raise approximately \$5,000 in sponsorships.

IMPACT TO COMMUNITY:

The event brings together groups from the community for an evening of fun, music, and conversation. Over the years, thousands of people have attended the festivals, many of whom who had otherwise never been to the Dearborn Historical Museum before. The festival allows the Museum Guild of Dearborn, Dearborn Historical Museum and City of Dearborn to engage with the community in a fresh and vibrant way.

IMPLEMENTATION TIMELINE:

The Fall Festival will take place on October 9th and 10th. With setup and tear down, the Dearborn Historical Museum and in particular, the Commandant's Quarters will be utilized during those dates. The Museum will require assistance from the Dearborn Police Department with beat patrol spot checks for the duration of the event and 50 Steel Barricades. The Parks and Recreation Department will provide tables, staging, and a sound system.

COMPLIANCE/PERFORMANCE METRICS:

The Museum Guild anticipates raising approximately \$7,500 dollars in a fun and safe manner to support Historical Museum activities.

Dearborn Historical Museum

915 Brady Street
Dearborn, MI 48124



To: City Council

From: Jack Tate, Museum Curator

Via: Mayor Abdullah H. Hammoud

Date: August 18, 2026

Subject: Museum Guild of Dearborn 13th Annual Fall Festival

IMMEDIATE EFFECT IS REQUESTED

The Museum Guild of Dearborn, a 501c3 organization, is seeking City Council approval for a special event for the Museum Guild of Dearborn's 13th Annual Fall Festival. This approval would require the closure and use of the City-owned parking lot, located on the east side of Monroe Street directly behind the Dearborn Historical Museum's Commandants Quarters, (21950 Michigan Avenue) in order to conduct the Museum Guild of Dearborn's 13th Annual beer tasting fundraiser on Friday, October 9 from 6 pm to midnight, and the Family Fall Festival on Saturday October 10 from noon to 4pm.

And to ensure the enjoyment and safety of the event, the Museum Guild asks that the City parking lot to the rear of the Commandant's Quarters be reserved for its exclusive use for the event setup starting 8 am on October 8 to cleanup concluding by 6 pm on October 10.

This popular fall festival event encompasses two days, with the evening of October 9th featuring sampling of beers from local breweries, a silent auction, food from local restaurants, games, storytelling, tarot card readings, seasonal costumes, and a DJ with recorded music. The second day on October 10th is geared more towards families, with crafts, activities, story time, and light refreshments.

The Museum seeks approval to set up a 20' by 40' tent on Thursday, October 8 and tear it down on Saturday, October 10.

In order to successfully conduct the Museum Guild of Dearborn's 13th Annual Fall Festival, we respectfully request City Council approval for the following:

- Closure and use of the City-owned parking lot, located on the east side of Monroe Street directly behind the Dearborn Historical Museum's Commandants Quarters, located at 21950 Michigan Avenue, Dearborn, beginning Thursday October 8 at 8 a.m. to Saturday, October 10 at 6pm.
- Request an exemption from the noise regulations found in Chapter 13 pursuant to ordinance section (13-46) to permit festival sound in a downtown urban setting to reach up to 100 db especially during 7 pm – midnight on October 9.
- Request the City Council hereby waive all fees including that for tents and electrical permits associated with our event.

The Museum Guild of Dearborn's 13th annual Fall Festival will require assistance from the Dearborn Police Department with beat patrol spot checks for the duration of the event and 50 Steel Barricades. The Parks and Recreation Department will provide tables, chairs, staging, and sound system.

Thank you for considering this request.



Jack Tate
Dearborn Historical Museum
Chief Curator

DocuSigned by:

1053E1C7585A436...

Issa Shahin
Dearborn Police Department
Chief

Signed by:

503098961A7C461...

Sean Fletcher
Parks & Recreation Department
Director

Signed by:

3F46972DF97F42A...

Carter Fisher
Corporation Counsel

Monroe

Barriers



Food Truck



Stage



2 Tables

Non-Alcoholic

2 Tents

6 Tables

Breweries

3 Medium Tents

Barriers

Secret Bar

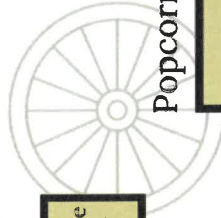
20 Tables

Seating

Games



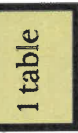
Barriers



2 Tables



Tickets



Mini Golf

6 tables

CQ

1st floor porch

- Silent Auction

2nd floor porch

- Secret Bar
- High top tables and lawn chairs





FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Request to approve the cooperative purchase of library materials for FY2027

DEPARTMENT: Library, in conjunction with Purchasing

BRIEF DESCRIPTION: Yearly PO requests for purchase of major vendors for various library materials. This Fiscal year 2027 request is not-to-exceed \$380,000

PRIOR COUNCIL ACTION: **11-605-25** Council approved purchases for FY26, not-to-exceed \$497,000 for a variety of library materials via cooperative contracts. This included DVDs, CDs, audio materials, adult paperback trade and mass market books, video games, and digital resources.

BACKGROUND: Library selection staff purchase a wide array of new materials annually, mainly for borrowing by the public. Some titles are replacement copies but the majority are new titles recently published or released. Also included are digital titles, such as e-books, streaming movies, and e-audio materials.

The Library's adopted budget for Library Materials in FY2027 is \$577,800 The Library regularly utilizes cooperative purchasing agreements to secure competitive pricing on books, DVDs, CDs, video games, periodicals, and digital services.

The Library continues to participate in cooperative purchasing agreements through the Michigan Library Cooperative Directors Association (MLCDA), The Library Network (TLN), and Midwest Collaborative for Library Services (MCLS), which allows the Library to leverage collective buying power, reduce costs, and expand resources available to the community.

FISCAL IMPACT: The expenditures are budgeted in the FY2027 Library Operating Budget

The portion of the budget allocated for materials has remained level over past years.

The Library has the opportunity to piggyback purchases with these vendors through the Michigan Library Cooperative Directors Association statewide book and A/V contract, The Library Network consortium contract, and The Midwest Collaborative for Library Services contract.

COMMUNITY IMPACT: After expenditure approvals, library staff begin the annual cycle of purchasing, processing, and circulating new physical and digital materials. Fresh items hit the shelves weekly for patrons to browse or reserve through the catalog. Community members can suggest new titles via the library website for staff review and purchase consideration. Additionally, leveraging cooperative purchasing agreements allows the library to stretch its budget, delivering a broader selection of in-demand resources in a more cost effective manner.

IMPLEMENTATION TIMELINE: Ordering begins soon after the approval to spend is received. Once the PO's are in place, the staff receive allotted funds in their accounts to select items and begin monthly spending.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

COMPLIANCE/PERFORMANCE METRICS: Performance will continue to be measured through circulation statistics as well as collection analysis with CollectionHQ.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Request to approve the cooperative purchase of library materials for FY2027

DATE: August 18, 2026

Budget Information

Adopted Budget: \$577,800

Available Budget: \$462,819

Requested Amount: \$380,000

Funding Source: Library Fund, Library Administration, Capital Equipment, Library Materials

Supplemental Budget: NA

Summary of Request

Purchasing, on behalf of the Library Department, recommends the purchases of a variety of library materials via a cooperative contract. The total value of the purchases is not-to-exceed \$380,000 for fiscal year 2027. The below table outlines the total purchases.

Vendor	Cooperative	Library Material	Amount
Midwest Tape, LLC	MLCDA / TLN	DVD's, CDs, Audio Materials, Online Services	\$188,000
Ingram Library Service	MLCDA / TLN	Adult Paperback Trade and Mass Market; Books, DVDs, CDs, and Video Games	\$105,000
WTcox	TLN	Print Periodicals	\$25,000
OverDrive	MCLS	Digital AV Materials	\$62,000

It is respectfully requested that Council authorize the purchases.

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 Michigan Library Cooperative Directors Association's (MLCDA) contract pricing. The City is eligible to participate in The Library Network (TLN) contract pricing, as well as Midwest Collaborative for Library Services (MCLS) for the materials specified above.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

Prepared By:

DocuSigned by:

Mark Rozinsky

D17FF0C142E34C3...

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

Patricia Podzikowski

984BC8BB87CF4FC...

Patricia Podzikowski, Library Director

Budget Approval:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy, Chief Financial Officer

Initial

HJ

Corporation Counsel Approval:

Signed by:

Carter Fisher

3F46972DF97F42A...

J. Carter Fisher, Corporation Counsel



LIBRARY

EXECUTIVE SUMMARY AND MEMORANDUM

Request: Request to recognize and appropriate funding from the Library of Michigan and Michigan Department of Education. Funding is for \$25,000.

DEPARTMENT: Dearborn Public Library; Philanthropy and Grants

BRIEF DESCRIPTION: Acknowledgment of a grant to the Dearborn Public Library from the Library of Michigan, Michigan Department of Education, and LSTA Improving Access to Information grant award.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Library is expanding its SparkLab/makerspace programming at Henry Ford Centennial Library and acquiring new equipment for the makerspace at the renovated Esper Branch Library. It is requested that the Chief Financial Officer be authorized to recognize and appropriate these funds in the amount of \$25,000. Immediate effect is requested.

FISCAL IMPACT: The Dearborn Public Library will receive \$25,000 in grant funding from the Library of Michigan and the Michigan Department of Education. There is no match required for this grant.

COMMUNITY IMPACT: To thrive in an increasingly competitive and technologically advanced world, students require early exposure to diverse technologies and the corresponding operational skills. The Maker-preneurs Build Dearborn Series offers 12-17 year olds comprehensive instruction—including teaching talks, reading, and hands-on experience—with various pieces of maker equipment. Participants will develop the knowledge and skills necessary to operate this equipment, as well as the knowledge needed to develop a product along with branding and marketing, ultimately culminating in the creation of a product for sale in a mini-fair. This series uniquely integrates technological and financial literacy as a part of STEAM education.

IMPLEMENTATION TIMELINE: October 1, 2026 through September 30, 2027

COMPLIANCE/PERFORMANCE METRICS: The Dearborn Public Library is responsible for submitting a final report covering the activities provided and expendables purchased with this grant funding.



LIBRARY

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: Dearborn Public Library, Philanthropy & Grants

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Library of Michigan, Michigan Department of Education Grant and LSTA award to Dearborn Public Library

DATE: September 3, 2026

Summary of Request:

The Dearborn Public Library will develop and host the Maker-preneurs Build Dearborn Series. This program provides 12-17 year olds comprehensive instruction with various pieces of maker equipment. Participants will develop the knowledge and skills necessary to operate this equipment, as well as how to develop a product along with branding and marketing, ultimately culminating in the creation of a product for sale in a mini-fair.

Immediate effect is requested.

Background and Justification: The implementation of a STEAM-focused, maker education program represents a crucial investment in Dearborn's future workforce and civic engagement. This project and the skills it develops align directly with several pillars of the City of Dearborn's Strategic Plan: Economic & Community Development, Civic Engagement & Democracy, and a Green & Healthy Dearborn. The Dearborn Public Library is uniquely positioned to deliver this education, serving as an equitable, universally accessible hub for informal learning. By integrating a STEAM-focused program into its core services, the library will evolve beyond its traditional role to become a vital resource center that actively prepares residents for the workforce, particularly underserved youth.

Signature Page

Department Approval:

DocuSigned by:
Patricia Podzikowski
984BC8BB87CF4FC...
Patricia Podzikowski - Library Director

Signed by:
Maria Willett
5F7C82870F294AB...
Maria Willett – Philanthropy & Grants Director

Budget Approval:

Initial
(HJ)

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

Corporation Counsel:

Signed by:
Carter Fisher
3F46972BF97F42A...
J. Carter Fisher – Corporation Counsel

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



TO: CITY COUNCIL
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: APPOINTMENT - DISABILITY CONCERNS COMMISSION
DATE: SEPTEMBER 3, 2026

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

Name: Hussein Nassar

Status: Appointment

Current Term Ending: N/A

Appointment Term Ending: June 30, 2029

Term Duration: 3 Years

Filling a Vacancy for: N/A

Attendance: N/A

Phone: (313) 888-3308

Email: nassar.hussein@hotmail.com

Mailing Address: 7801 Reuter St., Dearborn, MI 48126

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

Abdullah H. Hammoud
Mayor

cc: Community Relations Department
cc: Law Department

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



TO: CITY CLERK
FROM: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: APPOINTMENT - DISABILITY CONCERNS COMMISSION
DATE: SEPTEMBER 3, 2026

I hereby certify that the following appointment has been made to the Library Commission in accordance with City Charter Sections 10.9 and 10.20.

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

Name: Hussein Nassar

Status: Appointment

Current Term Ending: N/A

Appointment Term Ending: June 30, 2029

Term Duration: 3 Years

Filling a Vacancy for: N/A

Attendance: N/A

Phone: (313) 888-3308

Email: nassar.hussein@hotmail.com

Mailing Address: 7801 Reuter St., Dearborn, MI 48126

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

Abdullah H. Hammoud
Mayor

cc: Community Relations Department
cc: Law Department



Dearborn Commissions Application

undefined

First Name

Hussein

Last Name

Nassar

Why do you want to join this commission?

I am interested in serving on the Disability Concerns Commission because I believe accessibility, inclusion, and equal opportunity are essential to a strong and thriving community. With a Bachelor of Science in Healthcare Administration and experience operating businesses in Dearborn, I understand the importance of equitable access to services, facilities, and public spaces. I am committed to supporting policies and initiatives that remove barriers, promote awareness, and ensure individuals with disabilities are fully included in civic, economic, and social life. As a business and property owner, I also recognize the role the private sector plays in improving accessibility and compliance. I would be honored to collaborate with fellow commissioners to strengthen advocacy efforts and help create a city environment that is welcoming, supportive, and accessible for all residents.

Commissions & Boards

Disability Concerns Commission

Submission Date

14th February 2026

Resume



[Hussein_Nassar_Resume_Public_Service.pdf](#)

Dearborn Commissions Departments

Community Relations

Home Address

7801 Reuter Street, Dearborn, MI, USA

Zip Code

48126

Phone

 13138883308

Email

nassar.hussein@hotmail.com

Years of Residency in Dearborn

20

Occupation

Business owner

Company

I&H property holdings LLC

Length of Service

13

Business Address

7801 reuter, Dearborn, Mi 48126

Business Telephone Number

313-888-3308

Level of Education

University Degree

Name of Educational Institution & Graduation Year

2020/ Eastern Michigan University

Are you a veteran?

No

Memberships, Civic Activities, and Awards Received

Active member of local business and civic networks, including participation in regional Chamber of Commerce initiatives and community development events. Engaged in economic and small-business advocacy efforts, with consistent involvement in networking events that strengthen collaboration between local businesses and public officials. Business owner and operator in the Dearborn area, contributing to job creation and neighborhood investment. Regular participant in community gatherings, charitable initiatives, and cultural events that support local families and entrepreneurs. Committed to fostering public-private partnerships that promote sustainable economic growth and responsible development within the city.

Do you Have a Resume?

Yes

Submitted on Feb 14, 2026

Hussein Nassar

Phone: 313-888-3308 | Email: nassar.hussein@hotmail.com

Professional Summary

Entrepreneur, property investor, and community advocate with a Bachelor of Science in Healthcare Administration from Eastern Michigan University (2020). Owner and operator of multiple Dearborn-area businesses with extensive experience in economic development, business operations, regulatory compliance, and community engagement. Committed to strengthening local commercial corridors, supporting small businesses, fostering public-private partnerships, and advancing responsible, sustainable growth within the City of Dearborn.

Education

Bachelor of Science in Healthcare Administration – Eastern Michigan University (2020)

Professional Experience

- **I&H; Property Holdings LLC** – Owner & Founder: Lead property acquisition, leasing strategy, financial oversight, and long-term investment planning while ensuring compliance with local ordinances and development standards.
- **Southfield Gas & Go** – Owner: Oversee daily operations, workforce management, vendor relations, budgeting, and regulatory compliance while contributing to neighborhood economic activity and job creation.
- **Pelham Gas & Go** – Owner: Direct operational efficiency, marketing initiatives, community outreach, and business growth strategies aligned with local economic development goals.

Civic Engagement & Memberships

- Member, MENA Chamber of Commerce
- Active participant in local business networking initiatives and economic development events
- Engaged in community-building activities that support entrepreneurship, small business advocacy, and cross-sector collaboration

Core Competencies

• Economic Development & Public-Private Partnerships • Business Operations & Financial Oversight • Real Estate & Property Management • Regulatory Compliance & Municipal Engagement • Strategic Planning & Community Leadership • Small Business Advocacy & Corridor Revitalization



Immediate Effect Requested

REQUEST: Award of contract to DLZ Michigan for Camp Dearborn Splashpad/Bathhouse Design-Bid-Build

DEPARTMENT: Parks & Recreation Department, In conjunction with Purchasing

BRIEF DESCRIPTION:

The Parks & Recreation Department, in conjunction with Purchasing, recommends the award of a contract for the Design-Bid-Build of a Splashpad and Bathhouse, to DLZ Michigan. The proposal submitted by DLZ Michigan received the highest score of the five participating architects.

PRIOR COUNCIL ACTION:

None

BACKGROUND: The City of Dearborn has been awarded \$500,000.00 through the Land and Water Conservation Fund for the development of a splash park at Camp Dearborn and related site and accessibility improvements. The approved project facilities include the splash park, an access pathway at least six feet wide, a beach access mat, benches, fencing, landscaping, paved ADA parking spaces, picnic tables, trash bins, utilities, and permit fees. The grant requires a dollar-for-dollar City match of \$500,000, resulting in a \$1,000,000 grant project budget.

FISCAL IMPACT:

- \$ 137,500
-

COMMUNITY IMPACT: The Splash Pad at Camp Dearborn will expand family-friendly recreation while enhancing accessibility and creating a more inclusive experience for campers and day-use visitors of all ages. The project is a component of the Camp Dearborn Master Plan, which identifies a splash pad, improved pedestrian access, ADA parking, an accessible beach mat, seating, shade, and enhanced site amenities as key priorities for the public beach area.

The project also reflects extensive community engagement, during which residents and stakeholders specifically identified a splash pad, improved recreation facilities, and enhanced accessibility as desired improvements for the Camp. By investing in these improvements, the City is advancing the community-driven vision for Camp Dearborn while strengthening its appeal as a premier regional destination for outdoor recreation and family activities.

IMPLEMENTATION TIMELINE: The anticipated completion date is May, 2027.

COMPLIANCE/PERFORMANCE METRICS: Parks & Recreation staff will oversee adherence to the contract terms.



TO: City Council
FROM: City Administration
VIA: Mayor Abdullah H. Hammoud
SUBJECT: Award of Contract for Camp Dearborn Splashpad/Bathhouse Design-Bid-Build
DATE: August 24, 2026

Budget Information

Projects:
Total Approved Project Budget: \$
Available Project Budget: \$
Requested Amount: \$137,500
Funding Source:
Supplemental Budget:

Summary of Request

The Evaluation Team, on behalf of the Parks & Recreation Department, recommends the award of contract to DLZ Michigan, for the Design-Bid-Build of a Splashpad and Bathhouse at Camp Dearborn. The contract shall be a one-time purchase.

It is respectfully requested that Council approve the award of contract to DLZ Michigan for the Design-Bid-Build of the Splashpad and Bathhouse at a total cost of \$137,500. The resulting contract shall not be binding until fully executed.

Background and Justification

The City of Dearborn has been awarded \$500,000.00 through the Land and Water Conservation Fund for the development of a splash park at Camp Dearborn and related site and accessibility improvements. The approved project facilities include the splash park, an access pathway at least six feet wide, a beach access mat, benches, fencing, landscaping, paved ADA parking spaces, picnic tables, trash bins, utilities, and permit fees. The grant requires a dollar-for-dollar City match of \$500,000, resulting in a \$1,000,000 grant project budget.

**Procurement Process**

Purchasing solicited proposals with process details as follows:

Process:	Request for Proposal
Issue Date:	June 29, 2026
Deadline Date:	July 22, 2026
Vendors Solicited:	1,256
Proposals Received:	5

Final Evaluation Results

The proposals were evaluated in depth by the evaluation team.

The evaluation criteria included Relevant Experience, Experience, Cost and References

The RFP scoring results:

Proposer	Total Points
DLZ Michigan	89.8
Spicer Group	89
Straub Pettit Yaste	85.6
Hubbell Roth Clark	84.8
Wightman Associates	78.6

The procurement process was in accordance with Section 2-568 (10), Request for Proposal, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.



Signature Page

Voting Members of the Evaluation Team

Sean Fletcher, Director, Parks & Recreation

Tim Hawkins, Director, DPW

Michael Timiney, Manager, Camp Dearborn

Steve Guibord, Asst Manager, Camp Dearborn

Scott Schier, Camp Dearborn

Resources Members of the Evaluation Team

Marissa McMullen, Acct, Finance

Carter Fisher, Corporation Counsel

Jay Andrews, Purchasing

Budget Approval:

Department Approval:

Michael Kennedy, Finance Director/Treasurer

Sean Fletcher, Director, Parks & Recreation



EXECUTIVE SUMMARY

REQUEST: Approve the acceptance of the grant award from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, State High Water Infrastructure Grant Program in the amount of \$393,800. Also authorize the Chief Financial Officer to recognize and appropriate the grant funding in project C23100, Industrial Greenbelt EGLE Grant.

DEPARTMENTS: Philanthropy & Grants, in partnership with Economic Development

BRIEF DESCRIPTION: The City has been awarded \$393,800 through the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, State High Water Infrastructure Grant Program to advance the Dearborn Industrial Greenbelt Engineering and Design Project. Grant funding will support a comprehensive site condition assessment along the Industrial Street corridor, analysis of existing stormwater infrastructure and flooding conditions, and hydrologic and stormwater modeling to evaluate the runoff reduction and resilience benefits of proposed design options.

PRIOR COUNCIL ACTION: Approval of grant application.

BACKGROUND: The Dearborn Industrial Greenbelt is a multi-layered initiative focused on improving environmental resilience and public health in the Southend neighborhood through nature-based infrastructure. The project seeks to address stormwater and flooding challenges along the Industrial Street corridor while advancing the planning and engineering necessary for a future multi-functional greenbelt.

A 2024 feasibility study conducted by the University of Michigan identified opportunities for a vegetated buffer along the industrial corridor to reduce environmental impacts while managing approximately 78,000 gallons of stormwater runoff annually. The Southend neighborhood experiences significant environmental pressures associated with its proximity to heavy industry, limited green infrastructure, and increasing stormwater stress during intense rainfall events.

The awarded funding will primarily support a comprehensive assessment of existing site conditions along the Industrial Street corridor, analysis of existing stormwater infrastructure and flooding conditions, and hydrologic and stormwater modeling. This work will allow the City to evaluate proposed design alternatives and quantify their potential stormwater runoff reduction and resilience benefits, providing the technical foundation necessary to advance future implementation of the Industrial Greenbelt.

FISCAL IMPACT: The total project cost is \$472,560. EGLE will provide \$393,800 through the State High Water Infrastructure Grant Program, and the City will provide the required local match of \$78,760. The Local match amount includes \$23,194.40 of staff costs and cash amount of \$55,565.60 which will come from existing funding in project C23000, Greenbelt Gateway.



MEMORANDUM

COMMUNITY IMPACT: This project will provide the technical analysis and engineering necessary to advance long-term stormwater and environmental resilience improvements within Dearborn's Southend neighborhood. Through detailed assessment of existing site conditions, stormwater infrastructure, flooding patterns, and hydrologic conditions, the project will identify design strategies capable of reducing stormwater runoff and improving resilience along the Industrial Street corridor.

The work will also advance planning for the Dearborn Industrial Greenbelt, a broader initiative intended to create a multi-functional environmental buffer between residential areas and surrounding industrial uses. The project will help position the City for future implementation of nature-based infrastructure that can reduce flooding impacts, strengthen climate resilience, and improve environmental conditions for Southend residents.

IMPLEMENTATION TIMELINE:

Anticipated start date for grant agreement: September 8, 2026

End date: September 30, 2028

COMPLIANCE/PERFORMANCE METRICS: Success will be measured by completion of the project tasks and deliverables established in the EGLE grant agreement, including a comprehensive site condition assessment along the Industrial Street corridor, evaluation of existing stormwater infrastructure and flooding conditions, and completion of hydrologic and stormwater modeling.



**Philanthropy
and Grants**

MEMORANDUM

TO: Dearborn City Council

FROM: Philanthropy & Grants Department, Economic Development

SUBJECT: EGLE State High Water Infrastructure Grant Award – Dearborn Industrial Greenbelt Engineering and Design Project

DATE: August 20, 2026

Budget Information:

Project:	C23100 - Industrial Greenbelt EGLE Grant
Total Approved Project Budget:	\$0
Available Project Budget:	\$0
Requested Amount:	\$393,800 (Revenue)
Funding Source:	Local Match \$78,760 (\$55,565.60 from C23000, \$23,194.40 Staff Salaries).

Summary of Request: Approve the acceptance of a \$393,800 grant award from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, through the State High Water Infrastructure Grant Program for the Dearborn Industrial Greenbelt Engineering and Design Project.

It is also requested that the Chief Financial Officer be authorized to recognize and appropriate the \$393,800 grant award in project C23100. The Local match amount of \$78,760 includes \$23,194.40 of staff costs and cash amount of \$55,565.60 which will come from existing funding in project C23000, Greenbelt Gateway.

Background and Justification: The Southend neighborhood of Dearborn is located adjacent to a highly concentrated industrial corridor and experiences significant environmental challenges, including stormwater and flooding concerns, limited green infrastructure, urban heat, and exposure to industrial activity. The Dearborn Industrial Greenbelt is intended to address these challenges through nature-based infrastructure that improves environmental resilience while creating a protective buffer between residential and industrial areas.

The grant will primarily fund a comprehensive site condition assessment along the Industrial Street corridor, analysis of existing stormwater infrastructure and flooding conditions, and hydrologic and stormwater modeling to assess the runoff reduction and resilience benefits of proposed design options. This work will build upon the project's previous feasibility analysis and provide the technical information necessary to identify appropriate design solutions and advance the Greenbelt toward future implementation.

**Philanthropy
and Grants****MEMORANDUM**

The revised project budget totals \$472,560, consisting of the \$393,800 EGLE grant award and a required \$78,760 City match. Acceptance of the award will allow the City to proceed with the grant agreement and complete the required engineering, assessment, and modeling activities in coordination with EGLE.

Immediate effect is requested.**Department Approval:**

Signed by:
Maria Willett
5F7C82870E294AB...
Maria Willett – Philanthropy & Grants Director

Department Approval:

Signed by:
Jordan Twardy
1C7ADC7466A843C...
Jordan Twardy – Economic Development Director

Budget Approval:

Initial
HJ

DocuSigned by:
Michael Kennedy
F77919D1421447F...
Michael Kennedy – Chief Financial Officer/Treasurer

Corporation Counsel:

Signed by:
Carter Fisher
3F46972DE97E42A...
Carter Fisher - Corporation Counsel

EXECUTIVE SUMMARY



REQUEST: Approval of 2026 Equitable Sharing Agreement and Certification

DEPARTMENT: Police

BRIEF DESCRIPTION: To complete the Equitable Sharing Agreement and Certification (ESAC) process, approval/signature from the Governing Body Head (City Council President) is required on the ESAC.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Dearborn Police Department is an active participant in the Department of Justice's Equitable Sharing Program. Federal forfeiture funds are distributed from the US Department of Justice to local agencies via this program. To maintain an active status in this program, an annual review of how the funds are utilized is required at the end of the federal fiscal year. This review has been submitted to the Money Laundering and Asset Recovery Section (MLARS) of the Department of Justice and needs approval by the Governing Body Head of the City of Dearborn (City Council President) for the annual review process to be completed.

FISCAL IMPACT:

- Annual certification of our Equitable Sharing Agreement allows the continued disbursement of federal forfeiture funds.
-
-

IMPACT TO COMMUNITY:

- The Equitable Sharing Agreement has allowed the Police Department to purchase new technology, vehicles, and software which has had direct positive impacts on the safety of the community.
-
-

IMPLEMENTATION TIMELINE: Immediate effect is requested

COMPLIANCE/PERFORMANCE METRICS: Oversight of the agreement will be monitored by the Police Department.

POLICE DEPARTMENT – INVESTIGATIVE DIVISION



TO: CITY COUNCIL
FROM: CHIEF ISSA SHAHIN
VIA: MAYOR ABDULLAH H. HAMMOUD
SUBJECT: EQUITABLE SHARING AGREEMENT AND CERTIFICATION
DATE: AUGUST 25, 2026

The Dearborn Police Department is an active participant in the Department of Justice's Equitable Sharing Program. Federal forfeiture funds are distributed from the US Department of Justice to local agencies via this program. To maintain an active status in this program, an annual review of how the funds are utilized is required at the end of the federal fiscal year. This review has been submitted to the Money Laundering and Asset Recovery Section (MLARS) of the Department of Justice and needs approval by the Governing Body Head of the City of Dearborn (City Council President) for the annual review process to be completed.

Immediate effect is requested.

Prepared By:

Signed by:

 Sergeant Joshua Urbiel, Police Narcotics

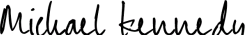
Department Approval:

DocuSigned by:

 Issa Shahin, Chief of Police

Signed by:

 Carter Fisher, Corporation Counsel

DocuSigned by:

 Michael Kennedy, Director of Finance



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Requesting approval of a contract extension with JustAir for continued air quality monitoring services.

DEPARTMENT: Public Health, in partnership with Purchasing

BRIEF DESCRIPTION: The Department of Public Health seeks to renew its partnership with JustAir through a one-year contract in order to continue air quality monitoring services throughout Dearborn. JustAir currently operates 11 air quality monitors across the city, providing real time, local air quality data as well as text alerts to inform residents. The proposed contract totals \$33,900. In the next phase, JustAir will make the following enhancements to the network:

- Add 3 new monitors to our network
- Release a V2 dashboard for reporting, analysis, and quality assurance tools

PRIOR COUNCIL ACTION: 8-455-25 – Approved a 1-year contract with JustAir for \$39,700

BACKGROUND: Dearborn faces significant air pollution, particularly from industrial facilities and transportation infrastructure heavily concentrated in the South End. These environmental conditions have raised ongoing concerns about air quality and its potential impacts on the health and well-being of residents. In 2023, JustAir and the City of Dearborn Department of Public Health collaborated to introduce air quality monitoring services throughout Dearborn. As part of this initiative, 11 air quality monitors are installed across the city to provide residents with greater access to local, real-time air quality data. These monitors are part of an ongoing effort to better understand environmental conditions, support data-informed interventions, engage and empower the community, and increase transparency around environmental health in Dearborn.

FISCAL IMPACT: The total cost of the proposed contract is \$33,900 for the project year.

COMMUNITY IMPACT: This project provides Dearborn residents with access to real-time, localized air quality information. Tools such as text alerts triggered by specific Air Quality Index (AQI) levels increase transparency and community awareness of changing environmental conditions. The data collected through the monitoring network also supports efforts to better understand and address air quality concerns, particularly in areas such as the South End, where industrial infrastructure is heavily concentrated. Together, these efforts provide valuable information to guide future public health strategies and interventions aimed at reducing environmental health risks.

Over the past three years of project implementation, the following has been accomplished:



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

- Collected and analyzed air quality data from 11 monitors located throughout Dearborn.
- Expanded the monitoring network with a newly installed monitor at the University of Michigan–Dearborn campus.
- Published two air quality reports to share findings and trends with the community.
- Provided approximately 250 resident subscribers with real-time air quality information through text alerts.
- Developed and piloted an AQI light at Levagood Park to provide an accessible visual display of real-time air quality conditions.
- Educated and shared lessons learned with other municipalities interested in implementing similar community air quality monitoring efforts.

Improved the administrative dashboard to strengthen back-end data analysis and support ongoing monitoring and evaluation.

IMPLEMENTATION TIMELINE: The JustAir contract will run through August 2027.

COMPLIANCE/PERFORMANCE METRICS: JustAir is responsible for providing regular maintenance and calibration of all air quality monitors to ensure data accuracy and expected standards of real time reporting, as well as admin access to JustAir's website which provides transparency of engagement tools, monitor performances, and continuous progress tracking. Additionally, JustAir will continue to provide yearly project outlines that include performance metrics and milestones.

**FINANCE****EXECUTIVE SUMMARY AND MEMORANDUM**

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Approval of contract extension with JustAir for continued air quality monitoring services

DATE: August 24, 2026

Budget Information

Adopted Budget: \$41,000

Amended Budget: \$41,000

Requested Amount: \$33,900

Funding Source: General Fund, Public Health, Health and Welfare, Employee Wellness Programs, Contractual Services, Other Services

Supplemental Budget: N/A

Summary of Request

The Department of Public Health, in conjunction with Purchasing, is seeking a one-year contract extension with JustAir in the amount of \$33,900 to continue providing air quality monitoring services. This contract would continue through August 2027 and support ongoing efforts in informed public health interventions, environmental health transparency, and data collection of air quality.

It is respectfully requested Council award this contract extension. The resulting contract shall not be binding until fully executed.

Background and Justification

Eleven air quality monitors are currently installed across the City of Dearborn through a collaboration between the Department of Public Health and JustAir. These monitors are part of an ongoing effort to support data-informed interventions, engage the community, and increase environmental health transparency.

The project provides Dearborn residents with access to real-time, localized air quality information. Community engagement tools, including text alerts triggered by specific Air Quality Index (AQI) levels, help residents stay informed about changing environmental conditions and increase



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

awareness of local air quality. Data collected through the monitoring network also helps inform future public health strategies aimed at addressing environmental health risks.

Over the past three years of project implementation, the following has been accomplished:

- Collected air quality data from 11 monitors located throughout the city.
- Provided approximately 250 resident subscribers with real-time air quality information through text alerts.
- Developed and piloted an AQI light at Levagood Park to provide an accessible visual display of real-time air quality conditions.
- Published two air quality reports to communicate findings and trends.
- Shared Dearborn's experience and lessons learned with other municipalities interested in implementing community air quality monitoring networks.
- Improved the administrative dashboard to strengthen back-end data analysis and reporting capabilities.

The proposed contract will build upon this existing infrastructure by adding three additional air quality monitors, enhancing the City's ability to monitor and analyze pollutants of greatest concern. Expanding the network will provide additional localized data and strengthen the City's understanding of air quality conditions across Dearborn.

Continuing the partnership with JustAir will ensure consistent and reliable data collection while expanding opportunities for community engagement. Tools such as real-time text alerts and the AQI light will continue to make air quality information accessible to residents, while improvements to data analysis and reporting tools will support more robust evaluation of air quality trends and greater environmental health transparency. Together, these enhancements will strengthen the City's ability to develop targeted, data-informed environmental health strategies and better protect vulnerable populations across Dearborn.

Prepared By:

DocuSigned by:

Mark Rozinsky

D17FF0C142E34C3...

Mark Rozinsky, Purchasing Manager

Department Approval:

Signed by:

Maria Willett

5F7C82870E294AB...

Maria Willett, Interim Director of Public Health

Budget Approval:

DocuSigned by:

Michael Kennedy

F77919D1421447F...

Michael Kennedy, Chief Financial Officer

Initial

DM

Corporation Counsel Approval:

Signed by:

Carter Fisher

3F46972DF97F42A...

J. Carter Fisher, Corporation Counsel

**Immediate Effect Requested**

REQUEST: Vehicle Upfitting for Five Public Works Vehicles and the Corresponding Appropriation of Funds by the Chief Financial Officer to Facilitate this Purchase

DEPARTMENT: Department of Public Works, in Conjunction with Purchasing

BRIEF DESCRIPTION: The Department of Public Works is seeking approval to award a contract for the upfitting of five new vehicles to support its operational needs at a total cost of \$146,700 with Bostick Truck Center.

PRIOR COUNCIL ACTION: N/A

BACKGROUND: The Department of Public Works is seeking approval to award a contract for the upfitting of five new vehicles to support the operational needs of five divisions: Sewerage, Water, Highways, Sanitation, and Combined Sewer Overflow (CSO). The vehicles will be upfitted by Bostick Truck Center and customized to provide the specialized equipment necessary for each division to safely and efficiently perform its daily operations and respond to infrastructure needs throughout the community.

FISCAL IMPACT: Requested amount \$146,700.00

COMMUNITY IMPACT: The purchase and upfitting of these five vehicles will enhance the Department of Public Works' ability to effectively serve the residents of the City of Dearborn. By ensuring that each vehicle is equipped with the proper tools and specialized equipment for its respective division, staff will be better prepared to respond to maintenance needs, infrastructure repairs, and service requests in a safe, efficient, and timely manner.

The specialized equipment will allow the Sewerage, Water, Highways, Sanitation, and CSO Divisions to perform more work using Department-owned resources, improve response times, enhance employee safety, and reduce reliance on outside equipment or services. Overall, this investment will strengthen the City's ability to maintain essential infrastructure and provide reliable, high-quality services to the community.

IMPLEMENTATION TIMELINE: Immediate effect once approved by City Council.

COMPLIANCE/PERFORMANCE METRICS: The Public Service Division will oversee the installation and upfitting of the five vehicles.



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council
FROM: City Administration
VIA: Abdullah H. Hammoud
SUBJECT: Vehicle Upfitting for Five Public Works Vehicles
DATE: Aug 24th, 2026

Budget Information

Adopted Budget: \$0
Amended Budget: \$92,348
Requested Amount: \$18,595
Funding Source: Water Fund, Public Works, Water Supply Division, Capital Equipment, Vehicles

Budget Information

Adopted Budget: \$0
Amended Budget: \$0
Requested Amount: \$35,350
Funding Source: Sewer Fund, Public Works, CSO Operations, Capital Equipment, Vehicles

Budget Information

Adopted Budget: \$0
Amended Budget: \$174,665
Requested Amount: \$58,230
Funding Source: Sewer Fund, Public Works, Sewage Division, Capital Equipment, Vehicles

Budget Information

Adopted Budget: \$0
Amended Budget: \$198,375
Requested Amount: \$18,595
Funding Source: Fleet and Equipment Replacement, Public Works, Public Service Division, Capital Equipment, Vehicles

Budget Information

Adopted Budget: \$0
Amended Budget: \$0
Requested Amount: \$15,930
Funding Source: Fleet and Equipment Replacement, Public Works, Sanitation Division, Capital Equipment, Vehicles

Total Requested Amount: \$146,700



FINANCE EXECUTIVE SUMMARY AND MEMORANDUM

Summary of Request

The Department of Public Works is seeking approval to award a contract for the upfitting of five new vehicles. The upfitting will be performed by Bostick Truck Center and will ensure that each vehicle is properly equipped to meet the operational needs of five divisions within the Public Works Department: the Water Division, CSO Division, Sewerage Division, Highways Division, and Sanitation Division. These upgraded vehicles will enhance the divisions' ability to effectively perform their respective duties and provide essential services to the community.

It is requested that the Chief Financial Officer be authorized to appropriate \$18,595 of Water fund balance for the upfitting of the Water Division dump truck, \$35,350 of Sewer fund balance for the upfitting of the CSO Division crane truck, \$58,230 of the Sewer Fund balance for the upfitting of the Sewerage crane truck, \$18,595 of Fleet reserve balance for the upfitting of the Highways Division dump truck, and \$15,930 of Fleet reserve balance for the upfitting of the Sanitation Division stake/arrow board truck.

Background and Justification

The Department of Public Works is seeking approval to award a contract for the upfitting of five new vehicles to support the operational needs of five divisions: Sewerage, Water, Sanitation Highways, and Combined Sewer Overflow (CSO). The vehicles will be outfitted by Bostick Truck Center and customized to provide the specialized equipment necessary for each division to safely and efficiently perform its daily operations and respond to infrastructure needs throughout the community.

The **Sewerage Division** vehicle will be upfitted as a crane truck, including the installation of a crane capable of supporting the placement and removal of large sewer plates. This specialized equipment will improve the division's ability to safely handle heavy sewer plates during sewer maintenance, repairs, and other field operations while reducing the need for additional equipment or outside assistance.

The **Water Division** vehicle will be configured as a dump truck to transport materials such as aggregate, soil, and other materials necessary for water main repairs, maintenance, and construction activities.

The **Sanitation Division** vehicle will be upfitted as a stake and arrow board truck, providing the division with the necessary equipment to establish and maintain safe work zones and traffic control. The additional capacity will allow the division to transport equipment safely.

The **Highways Division** vehicle will be upfitted as a dump truck to support road maintenance, construction, snow and ice operations, material transportation, and other highway-related activities. The additional capacity will allow the division to more efficiently transport materials and equipment required for routine and emergency roadway work.

The **CSO Division** vehicle will also be upfitted as a crane truck. The crane will provide the division with the ability to safely lift, move, and position heavy equipment and materials associated with CSO operations, maintenance, and infrastructure projects. This capability will improve operational efficiency and reduce the reliance on outside equipment or contracted services for lifting and material-handling activities.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

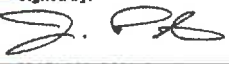
operations, maintenance, and infrastructure projects. This capability will improve operational efficiency and reduce the reliance on outside equipment or contracted services for lifting and material-handling activities.

The upfitting of these five vehicles is necessary to ensure that the Department of Public Works has the appropriate equipment to meet the specialized demands of each division. Providing purpose-built vehicles will improve operational efficiency, enhance employee safety, reduce equipment downtime, and allow staff to complete more work using Department-owned resources. The investment in these vehicles will strengthen the Department's ability to maintain critical infrastructure and provide reliable public services to the community.

Bostick Truck Center provided the lowest priced complete quote for the services required. The procurement process was in accordance with Section 2-568 (6)a, of the Procurement Ordinance, and all internal policies and procedures. The Purchasing Division requests approval to proceed with the procurement.

Signature Page

Prepared By:

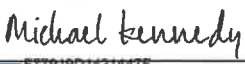
Signed by:

 7D2E1C2C4089410...
 Jason Pich, Buyer

Department Approval:

DocuSigned by:

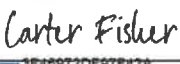
 35BABC5B5ED3455...
 Tim Hawkins, Director of Public Works

Budget Approval:

DocuSigned by:

 F77919D1421447F...
 Michael Kennedy, Finance Director/Treasurer

Initial


Corporation Counsel Approval:

Signed by:

 3F46972DF97F42A...
 J. Carter Fisher Corporation Counsel



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

REQUEST: Emergency Purchase – Prospect CSO Repair

DEPARTMENT: Department of Public works & Facilities, Sewer Division, in conjunction with Purchasing

BRIEF DESCRIPTION: This request is for authorization of an emergency purchase required for CSO facilities contractor services, specifically cleaning the Prospect CSO Basin and replacing/reinstalling the mixing pump spool. This repair was completed by De-Cal at a total cost of \$1,172,942.

PRIOR COUNCIL ACTION: N/A

BACKGROUND:

The City of Dearborn Sewer Division manages critical infrastructure, including Combined Sewer Overflow (CSO) facilities, to safeguard public health and the local environment. These systems require continuous operational readiness and prompt, specialized emergency contractor services when major equipment failures or heavy maintenance requirements arise. Emergency cleaning of the Prospect CSO Basin and replacing key equipment like the mixing pump spool are essential to prevent system backup and ensure regulatory and environmental compliance.

An emergency repair was undertaken at the Prospect CSO to address critical issues associated with the mixer pumps and the condition of the CSO structure. Due to the nature and urgency of the work, the repair required continuous 24/7 operations to minimize downtime and return the system to service as quickly and safely as possible.

The work began with mobilization and dewatering of the CSO to provide safe and adequate access to the equipment requiring repair. Once access was established, crews removed accumulated debris and cleaned the CSO to facilitate the required pump-fitting replacement. The confined and demanding work environment required ongoing cleaning and debris removal throughout the repair process.

The mixer pumps were removed and rebuilt as necessary, with replacement pumps and associated fittings installed to restore proper operation. Because the pump-fitting replacement could not be completed without maintaining a clean and accessible work area, cleaning activities continued concurrently with the mechanical repairs.

The emergency repair effort continued for nine consecutive days, with crews working around the clock to complete the work. The scope included all necessary labor, equipment, pump rebuilding and repairs, dewatering, debris removal, CSO cleaning, installation and replacement activities, as well as continuous project oversight and coordination.

**FINANCE****EXECUTIVE SUMMARY AND MEMORANDUM**

Throughout the nine-day operation, personnel remained on site to monitor the work, coordinate activities, address changing field conditions, and ensure that the repair progressed safely and efficiently. The combination of continuous operations, specialized equipment, labor, repairs, cleaning, and oversight was necessary to successfully complete the emergency repair and restore the Prospect CSO system to operational condition.

Overall, the Prospect CSO emergency repair required a significant coordinated effort over a nine-day period, including mobilization, dewatering, debris removal, extensive cleaning, mixer pump rebuilding and replacement, pump-fitting replacement, equipment, labor, and 24/7 supervision. The work was completed through continuous operations to address the emergency condition and return the facility to service as promptly as possible.

FISCAL IMPACT: \$1,172,942

COMMUNITY IMPACT: Authorizing this emergency repair purchase ensures that critical sewer infrastructure operations are restored immediately, protecting public health, preventing flooding, and maintaining environmental compliance across the community.

IMPLEMENTATION TIMELINE: This Emergency Repair is completed

COMPLIANCE/PERFORMANCE METRICS: DPW / Sewer Division staff will inspect and confirm the completed basin cleaning, replacement, and reinstallation of the mixing pump spool by De-Cal, Inc.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

TO: City Council

FROM: City Administration

VIA: Mayor Abdullah H. Hammoud

SUBJECT: Emergency Purchase – Prospect CSO Repair

DATE: August 20, 2026

Budget Information

Project:	N95326 – CSO Pumps Replacements / R&M
Total Approved Project Budget:	\$1,181,502
Available Project Budget:	\$1,172,942
Requested Amount:	\$1,172,942
Funding Source:	Sewer Fund, CSO, Contractual Services
Supplemental Budget:	N/A

Summary of Request

The Purchasing Division, on behalf of the Department of Public Works / Sewer Division, is requesting emergency approval for services provided by De-Cal, Inc. for critical CSO infrastructure repairs.

The total cost is \$1,172,942, which covers cleaning the Prospect CSO Basin and replacing/reinstalling the mixing pump spool.

It is respectfully requested that the Council authorize this emergency purchase.

Background and Justification

The City of Dearborn Sewer Division manages critical infrastructure, including Combined Sewer Overflow (CSO) facilities, to safeguard public health and the local environment. These systems require continuous operational readiness and prompt, specialized emergency contractor services when major equipment failures or heavy maintenance requirements arise. Emergency cleaning of the Prospect CSO Basin and replacing key equipment like the mixing pump spool are essential to prevent system backup and ensure regulatory and environmental compliance.

An emergency repair was undertaken at the Prospect CSO to address critical issues associated with the mixer pumps and the condition of the CSO structure. Due to the nature and urgency of the work, the repair required continuous 24/7 operations to minimize downtime and return the system to service as quickly and safely as possible.

The work began with mobilization and dewatering of the CSO to provide safe and adequate access to the equipment requiring repair. Once access was established, crews removed accumulated debris and cleaned the CSO to facilitate the required pump-fitting replacement. The confined and demanding work environment required ongoing cleaning and debris removal throughout the repair process.



FINANCE

EXECUTIVE SUMMARY AND MEMORANDUM

The mixer pumps were removed and rebuilt as necessary, with replacement pumps and associated fittings installed to restore proper operation. Because the pump-fitting replacement could not be completed without maintaining a clean and accessible work area, cleaning activities continued concurrently with the mechanical repairs.

The emergency repair effort continued for nine consecutive days, with crews working around the clock to complete the work. The scope included all necessary labor, equipment, pump rebuilding and repairs, dewatering, debris removal, CSO cleaning, installation and replacement activities, as well as continuous project oversight and coordination.

Throughout the nine-day operation, personnel remained on site to monitor the work, coordinate activities, address changing field conditions, and ensure that the repair progressed safely and efficiently. The combination of continuous operations, specialized equipment, labor, repairs, cleaning, and oversight was necessary to successfully complete the emergency repair and restore the Prospect CSO system to operational condition.

Overall, the Prospect CSO emergency repair required a significant coordinated effort over a nine-day period, including mobilization, dewatering, debris removal, extensive cleaning, mixer pump rebuilding and replacement, pump-fitting replacement, equipment, labor, and 24/7 supervision. The work was completed through continuous operations to address the emergency condition and return the facility to service as promptly as possible.

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.

Prepared By:

DocuSigned by:

Mark Rozinsky

Mark Rozinsky, Purchasing Manager

Department Approval:

DocuSigned by:

Tim Hawkins

Tim Hawkins, Director / DPWF

Budget Approval:

DocuSigned by:

Michael Kennedy

Michael Kennedy, Chief Financial Officer

Corporation Counsel Approval:

Signed by:

Carter Fisher

J. Carter Fisher, Corporation Counsel

CITY CLERK'S OFFICE



TO: CITY COUNCIL
FROM: GEORGE T. DARANY
SUBJECT: SUMMONS AND COMPLAINT
DATE: AUGUST 24, 2026

We are submitting to you a copy of a Summons & Complaint in the matter of Ibrahim Karali v. the City of Dearborn, a Michigan Municipal Entity.

The City Clerk's Office received the Summons & Complaint via Certified Mail by Lisa Miller around 11:25 A.M. on August 24, 2026.

Sincerely,

A handwritten signature in blue ink that reads "George T. Darany". The signature is fluid and cursive, with a large, sweeping flourish at the end.

George T. Darany
City Clerk

Encl.

GTD:lm

SAMUEL I. BERNSTEIN ○*†
MARK J. BERNSTEIN *†
BETH BERNSTEIN MILLER
BERNARD H. ZAFFERN (DECEASED)
MICHAEL L. BATTERSBY *
EDMUNDO. BATTERSBY
MICHAEL A. WEISSERMAN Δ
MARK PICKLO *†Δ
RONALD S. MARVIN
LEONARDO MILLER
ELIZABETH D. KLEIN †
BRIAN R. ZAJD
STANLEY J. FELDMAN □
REBECCA SPOSITA
STEFANIE A. FRYER
MATTHEW M. ANESE

LORIE N. LILBERMAN
DAVID J. ELKIN
LEE'AH D. BASEMORE
JOSEPH J. CEGLAKEK, II
ALEXANDER J. KASSAB
CARA M. KIRKPATRICK *
DANIEL KOESTER
STEPHEN R. BOEHRINGER
SHEREEN SILVER
M. GRACE FLASH
KATHERINE R. SCHIEFER
GREGORY A. LIGHT
PAUL C. DAVIS
LAURA DIERWA
THOMAS MURRAY
CELESTA CAMPBELL

DAWN PERFECT
DAVID MITTER
COREY MCPHERSON
PAIGE STIGER
MATTHEW C. ROSS
JUSTIN L. COLE
MICHELLE AARON
MILTON H. GREENMAN
D. ALEXANDER FULLER
JOSHUA BOCTOR
CLAIRE VERGARA MACATULA
FRANCESCA SALAMIDA
WAFIA BERRY
KYLE SMITH

THE
SAM BERNSTEIN®
LAW FIRM

A PROFESSIONAL LIMITED LIABILITY COMPANY
31440 NORTHWESTERN HIGHWAY, SUITE 333 3300 EAGLE RUN DR. NE SUITE 102
FARMINGTON HILLS, MICHIGAN 48334-5419 GRAND RAPIDS, MICHIGAN 49525-7069
(616) 225-5726 • FAX (248) 737-4392 (616) 333-0330 • FAX (616) 333-0331

FEDERAL TAX ID NUMBER 27-1466737
○ FOUNDER, OF COUNSEL AND RETIRED SHAREHOLDER
* ALSO ADMITTED IN ILLINOIS † ALSO ADMITTED IN OHIO
‡ ALSO ADMITTED IN FLORIDA Δ OF COUNSEL
▲ ALSO ADMITTED IN CANADA □ ALSO ADMITTED IN GEORGIA

August 20, 2026

VIA CERTIFIED MAIL
ATTN: City Clerk office
City of Dearborn
16901 Michigan Ave, Suite 11
Dearborn, MI 48126

Re: Service of Process
Case: Ibrahim Karali v City of Dearborn, A Michigan Municipal Entity
Court: Wayne County Circuit Court
Case No.: 26-014652-NO

Dear City Clerk:

Enclosed please find copies of the Summons, Complaint, and Jury Demand in the above-referenced matter for service.

Please accept service of these documents on behalf of the City of Dearborn, as authorized. If you are not the appropriate individual to accept service, we respectfully request that you forward these documents to the proper person or advise us of the appropriate contact.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Very truly yours,
THE SAM BERNSTEIN LAW FIRM, PLLC

Brinel Hermiz
Brinel Hermiz
Email: bhermiz@sambernstein.com
Legal Assistant to Claire D. Vergara
Attorney and Counselor

/bh
Enclosures

STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS

CASE NO.
26-014652-NO
Hon.Dana Margaret Hathaway

Court telephone no.: 313-224-2444

Plaintiff's name(s), address(es), and telephone no(s)
KARALI, IBRAHIM

v

Defendant's name(s), address(es), and telephone no(s).
CITY OF DEARBORN, A Michigan Municipal EntityPlaintiff's attorney, bar no., address, and telephone no
Claire DLou Vergara Macatula 77654
31440 Northwestern Hwy., Ste. 333
Farmington Hills, MI 48334ATTN: City Clerk office
City of Dearborn
16901 Michigan Ave, Suite 11
Dearborn, MI 48126

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

Domestic Relations Case

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

Civil Case

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

Summons section completed by court clerk.

SUMMONS

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

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

Issue date
8/20/2026Expiration date*
11/19/2026Court clerk
Jacqueline Ruff

Cathy M. Garrett- Wayne County Clerk.

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

MC 01 (3/23)

SUMMONS

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



PROOF OF SERVICE

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

CERTIFICATE OF SERVICE / NONSERVICE

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

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

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

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

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

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

Signature

Name (type or print)

ACKNOWLEDGMENT OF SERVICE

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

Attachments (if any) _____ on _____ Date and time

_____ on behalf of _____

Signature

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

IBRAHIM KARALI,

Plaintiff,

Case No.: 26- -NO

v.

Hon.

CITY OF DEARBORN,
A Michigan Municipal Entity,

Defendants.

CLAIRE D. VERGARA (P77654)
THE SAM BERNSTEIN LAW FIRM
Attorneys for Plaintiff
31440 Northwestern Highway, Ste. 333
Farmington Hills, MI 48334-2519
(248) 858-8071 / Fax: (248) 737-4392
cvergara@sambernstein.com
bhermiz@sambernstein.com; (Brinel-sec)

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, IBRAHIM KARALI, by and through his attorneys, THE SAM BERNSTEIN LAW FIRM by CLAIRE D. VERGARA, and for his cause of action against the above-named Defendants, and respectfully shows unto this Honorable Court as follows:

COMMON ALLEGATIONS

1. That Plaintiff, IBRAHIM KARALI (hereinafter referred to "Plaintiff"), is a resident of the City of Dearborn, County of Wayne, State of Michigan.

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726
A PROFESSIONAL LIMITED
LIABILITY COMPANY

2. That Defendant, CITY OF DEARBORN, is a municipal entity within the County of Dearborn, State of Michigan.

3. That upon information and belief, Defendant owned, possessed, controlled and/or managed the walkway/sidewalk located at 6464 Reuter Street, Dearborn, MI 48126.

4. That all the acts, transactions and occurrences arose in City of Dearborn, County of Wayne, State of Michigan.

5. That the amount in controversy in this litigation exceeds the sum of Dollars (\$25,000.00) exclusive of costs, interest and attorney fees.

COUNT I

6. That on or about the 3rd day of November 2025, said Defendant was then and there the owners and/or in control of a sidewalk area approximately located at:

519' 6" north of northern curb edge of Paul Avenue,
105' 10" south of the southern curb edge of
Haggerty Avenue and 11' 4" east of the
east curb edge of Reuter Street

within the City of Dearborn, County of Wayne, State of Michigan.

7. That on the aforementioned date, IBRAHIM KARALI, while traversing by foot on the aforementioned city-owned walkway/sidewalk did trip and fall on a section of sidewalk, causing him to fall to the ground with great force and violence due to the dangerous condition then and there existing to-wit: broken, cracked, crumbled and cratered, unleveled or raised cement and ridges in excess of 2-3 inches, in disrepair due to the lack of proper maintenance as required by statutes, ordinances and/or common law.

8. That at all times relevant hereto, Defendant owed a duty to Plaintiff who was lawfully proceeding upon the premises, to keep and maintain its premises including in a safe

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726
A PROFESSIONAL LIMITED
LIABILITY COMPANY

condition free from danger, to exercise reasonable care to diminish the hazards relating to the premises and such duty further required that reasonable and appropriate measures, in light of existing and created circumstance be taken to prevent the dangerous conditions.

9. That Defendant knew, or in the exercise of reasonable diligence, should have known of the effects of improper and/or the lack of maintenance required that same would pose a danger to the public including your plaintiff who attempted to ambulate upon said surface and walkway/sidewalk.

10. That there is no governmental immunity and Defendant, City of Dearborn, is liable to Plaintiff, pursuant to MCL 691.1402 and/or MCL 691.1402a as well as common law and other applicable statutes that may apply.

11. That the Defendant knew, or in the exercise of reasonable diligence, should have known of the defect and had a reasonable time to repair the defect before the injury took place. In addition, the defect was of such nature that it was apparent or should have been readily apparent to an observant for a period of 30 days or longer before the injury took place.

12. That in total disregard of such statutory and/or common law duties, Defendant, at all times material herein, breached said duties in one or more of the following particulars, but not necessarily limited to:

- a. Negligently, carelessly and recklessly creating and/or properly maintaining the walkway so as to allow a dangerous and hazardous defective condition to individuals who traverse said public roadway/sidewalk, to wit: a broken, unlevel and/or missing or raised portion of cement and/or walkway/sidewalk surface, in excess of 2 inches;
- b. Negligently, carelessly and recklessly maintaining the walkway in a dangerous condition when it was known, or should have been known, that the particular configurations of their property posed a propensity toward the formation of a

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726
A PROFESSIONAL LIMITED
LIABILITY COMPANY

hazardous and unsafe conditions, to wit: broken, cracked, crumbled and missing cement portions or the walkway/sidewalk in excess of 2 inches;

- c. Despite having ample notice of the aforementioned condition, failing to remedy, repair, and/or barricade said area off to pedestrian foot traffic;
- d. Negligently, carelessly and recklessly failing to keep said alley/sidewalk properly clear and free from hazards after the affirmative acts of Defendant which did create, cause and/or contribute to an unnatural defect as hereinbefore described;
- e. Negligently, carelessly and recklessly allowing the unnatural condition to remain on the alley /sidewalk so as to endanger those persons lawfully upon same;
- f. Negligently, carelessly and recklessly failing to repair a dangerous condition then and there existing from the alley/sidewalk in violation of State, Local, and/or Federal Statutes including those under the ;
- g. Negligently, carelessly and recklessly maintaining a hazardous condition on the alley/sidewalk;
- h. Negligently, carelessly and recklessly failing to provide Plaintiff, IBRAHIM KARALI, reasonable and safe means of necessary access in and about said alley/sidewalk;
- i. Negligently, carelessly and recklessly failing to keep the alley/sidewalk fit for the foreseeable uses;
- j. Negligently, carelessly and recklessly failing to remove said defect after notice of the dangerous condition thereof;
- k. Negligently, carelessly and recklessly failing to use reasonable care to protect the Plaintiff, IBRAHIM KARALI, and those like him from and against the alley/sidewalk defects caused by lack of proper maintenance;
- l. Negligently, carelessly and recklessly allowing said alley/sidewalk to become and remain in poor repair;
- m. Negligently, carelessly and recklessly failing to inspect said alley/sidewalk so as to discover a dangerous condition of which Defendant knew or had reason to know existed;
- n. Negligently, carelessly and recklessly failing to alleviate a dangerous condition which Defendant knew or had reason to know existed;

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726

A PROFESSIONAL LIMITED
LIABILITY COMPANY

- o. Negligently, carelessly and recklessly failing to warn Plaintiff and those like him of the dangerous condition then and there existing;
- p. Negligently failing to repair or remove the broken, cracked, crumbled and cratered, unlevel and/or raised cement of the alley/sidewalk in excess of 2 inches;
- q. Violating its statutory and/or ordinance duty to properly maintain and repair the public alley/sidewalk;
- r. In otherwise negligently, carelessly and recklessly failing to exert that degree of care, caution and diligence as would be demonstrated by a reasonable prudent person under the same or similar circumstances and in otherwise causing the injuries and damages to Plaintiff as hereinafter alleged; and,
- s. Negligently, carelessly and recklessly being guilty of other acts or gross negligence currently unknown to Plaintiff, but which will be ascertained through the discovery process.

13. That as a direct and proximate result of the negligent acts and/or omissions on the part of Defendant, Plaintiff fell on the defective sidewalk with great force and violence and to suffer severe, grievous and permanent personal injuries, disability and damages, the full extent and character of which are currently unknown, but which will include but are not necessarily limited to:

- a. Injuries to and about the head area and brain, including but not limited to, traumatic subarachnoid hemorrhage, contusion of the head, moderate traumatic brain injury, delirium, and sequelae;
- b. Injuries to and about the facial area, including but not limited to, nasal bone fracture, fracture of the left maxillary sinus, comminuted fracture of the right zygomatic arch, fractures of the right medical and lateral pterygoid plates, orbital compartment syndrome requiring surgery, loss of vision in the right eye, periorbital hematoma, right subconjunctival hemorrhage, right eyebrow laceration, large right facial hematoma, facial swelling, facial laceration and nosebleed and sequelae;
- c. Injuries to and about the entire chest, right side, back, and hand, including but not limited to fracture of the right fifth metacarpal, right chest wall tenderness, splenic laceration, abrasions to both knees, laceration of the abdomen, right hip pain, and sequelae;

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726
A PROFESSIONAL LIMITED
LIABILITY COMPANY

- d. Injuries to and about the entire musculo-skeletal system and sequelae;
- e. Permanent scarring and disfigurement;
- f. Any and all other manners of internal and external injuries;
- g. Pain, suffering, discomfort, disability, and extreme physical and emotional suffering;
- h. Anxiety and sequelae from these injuries;
- i. Severe and continuing embarrassment, humiliation, anxiety, tension and mortification;
- j. Loss of the natural enjoyments of life;
- k. Aggravation of pre-existing conditions, if any; and
- l. Damages including those for medical bills, reimbursement to insurance, wage loss, past, present and future.

WHEREFORE, Plaintiff, IBRAHIM KARALI, prays that this Honorable Court award him damages in whatever amount to which he is entitled to receive, together with costs, interest and attorney fees.

Respectfully submitted,

THE SAM BERNSTEIN LAW FIRM

By: /s/ Claire D. Vergara
Claire D. Vergara (P77654)
Attorneys for Plaintiff
31440 Northwestern Highway, Ste. 333
Farmington Hills, MI 48334-2519
(248) 858-8071 /Fax: (248) 737-4392
cvergara@sambernstein.com

Dated: August 20, 2026

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726

A PROFESSIONAL LIMITED
LIABILITY COMPANY

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

IBRAHIM KARALI,

Plaintiff,

Case No.: 26- -NO

v.

Hon.

CITY OF DEARBORN,
A Michigan Municipal Entity,

Defendants.

CLAIRE D. VERGARA (P77654)
THE SAM BERNSTEIN LAW FIRM
Attorneys for Plaintiff
31440 Northwestern Highway, Ste. 333
Farmington Hills, MI 48334-2519
(248) 858-8071 / Fax: (248) 737-4392
cvergara@sambernstein.com
bhermiz@sambernstein.com; (Brinel-sec)

JURY DEMAND

NOW COMES Plaintiff, IBRAHIM KARALI, by and through his attorneys, THE SAM BERNSTEIN LAW FIRM, by CLAIRE D. VERGARA, and hereby respectfully demands a trial by jury in the above-entitled cause of action.

Respectfully submitted,

THE SAM BERNSTEIN LAW FIRM

By: /s/ Claire D. Vergara
Claire D. Vergara (P77654)
Attorneys for Plaintiff
31440 Northwestern Highway, Ste. 333
Farmington Hills, MI 48334-2519
(248) 858-8071 / Fax: (248) 737-4392
cvergara@sambernstein.com

Dated: August 20, 2026

THE
SAM BERNSTEIN
LAW FIRM

31440 NORTHWESTERN HIGHWAY
SUITE 333
FARMINGTON HILLS,
MICHIGAN 48334-5419

1-800-225-5726

A PROFESSIONAL LIMITED
LIABILITY COMPANY

Received via Certified Mail
on August 24, 2026 around
11:25 a.m. by Lisa Miller.

CITY CLERK, DEARBORN MI
2026 AUG 24 AM 11:24

SAM BERNSTEIN

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



FIRST-CLASS

1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2

[illegible]

CITY CLERK'S OFFICE



TO: CITY COUNCIL
FROM: GEORGE T. DARANY
SUBJECT: SUMMONS AND COMPLAINT
DATE: AUGUST 27, 2026

We are submitting to you a copy of a Summons & Complaint in the matter of Sameh Shilbayeh v. City of Dearborn, Wayne County Circuit Court Case No. 26-014976-CZ.

The City Clerk's Office received the Summons & Complaint over the counter on August 27, 2026 around 12:06 P.M., by Lisa Miller.

Sincerely,

George T. Darany
CITY CLERK

Encl.

GD:lm

STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS

CASE NO.
26-014976-CZ
Hon.Martha M. Snow

Court telephone no.: 313-224-6889

Plaintiff's name(s), address(es), and telephone no(s)
Shilbayeh, Sameh

v

Defendant's name(s), address(es), and telephone no(s).
City of DearbornPlaintiff's attorney, bar no., address, and telephone no
Steven Z Cohen 29344
26862 Woodward Ave Unit 200
Royal Oak, MI 48067-0959

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

Domestic Relations Case

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

Civil Case

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

Summons section completed by court clerk.

SUMMONS

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

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

Issue date
8/26/2026Expiration date*
11/25/2026Court clerk
Jacqueline Ruff

Cathy M. Garrett- Wayne County Clerk.

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

MC 01 (3/23)

SUMMONS

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



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

SAMEH SHILBAYEH,

Plaintiff,

vs.

Case No. 2026-014976-CZ
Hon.

CITY OF DEARBORN,

Defendant.

COHEN, LERNER & RABINOVITZ, P.C.

By: Steven Z. Cohen (P29344)

Donna A. Heiser (P51281)

Attorney for Plaintiff

26862 Woodward Avenue, Suite 200

Royal Oak, MI 48067

(248) 691-2200 / (248) 691-2214

eileen.dehring@cohenlerner.com

donna.heiser@cohenlerner.com

There is no civil action arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court nor has any such action been previously filed and dismissed after being assigned to a Judge.

/s/ Steven Z. Cohen (P29344)

COMPLAINT

NOW COMES the Plaintiff, SAMEH SHILBAYEH, by and through his attorneys, COHEN, LERNER & RABINOVITZ, P.C., and for his Complaint against the above-named Defendant states as follows:

GENERAL ALLEGATIONS

1. Plaintiff is a resident of the City of Warren, County of Macomb, State of Michigan.
2. Defendant, City of Dearborn is located in the County of Wayne, State of Michigan.

3. Venue is proper in this Court as this case arises from events which took place in Wayne County, Michigan.

4. Jurisdiction is proper in this Court because the amount in controversy exceeds \$25,000.00.

FACTUAL ALLEGATIONS

5. Plaintiff was an employee of the City of Dearborn.

6. Plaintiff is a devout Muslim.

7. As an employee covered by a Collective Bargaining Agreement that was in place with the Defendant city, various health and pension benefits were available to Plaintiff.

8. Article XXIX - Retiree Health Care Benefits, Retiree Healthcare Savings Program and Retiree Medical Savings Account provided as follows:

Except for employees who participate in the health care savings program, (HCSP See Section 29.6) subject to conditions set forth herein, employees shall have one hundred percent (100%) of the premium charges paid by the city for the retiree and spouse, or for the retiree only if there is no spouse. The premium payment shall begin for the month during which the retiree reaches age 55.

Employees hired prior to October 11, 2010 will receive retiree health benefits if they retire under a "normal retirement" as defined below.

Current definition of "normal retirement" under the defined benefit plan is age 55 (50 for dispatch) and having 25 or more years of accrued credited service; or age 60 and at least 10 years of actual credit services. Member who defer retirement with less than 25 years of service, are not eligible for retiree health care.

9. Section 29.8 - Retiree Healthcare Savings Program excluded rehired employees on or after October 11, 2010 as specific in Section 29.1 mentioned in the above paragraph.

10. The Plaintiff was originally hired by the City of Dearborn on November 4, 1997.

11. The Plaintiff was subject to a discharge claim by the City of Dearborn in 2014.
12. As part of the settlement of that grievance, Plaintiff was reinstated to his former position and his seniority was restored retroactively to August 1, 1999.
13. Accordingly, the Plaintiff's original hire was prior to October 11, 2010 and his rehiring by the City pursuant to his grievance, with retroactive seniority restored to August 1, 1999, qualified him for retiree healthcare benefits.
14. Upon information and belief, the City of Dearborn has now taken the position that Ordinances 06-1092 and 06-1093 specifically exclude rehires.
15. Accordingly, there is a tension between the Ordinance and the Settlement Agreement under the Union Collective Bargaining Agreement which was a binding contract.
16. However, of greater importance is the Employee Retirement System contained as Chapter 22 of the Collective Bargaining Agreement.
17. Under that document, "service" shall mean service performed as an officer or employee of the City.
18. Therefore, Plaintiff's seniority being restored to August 1, 1999, any of the new ordinances, those being 06-1092 or 06-1093, did not include any language regarding "average final pay" for rehired vested Chapter 22 employees.
19. Chapter 22.2 provides as follows:

"Average Final Pay" shall mean the average of the highest annual pays received from the City by a member during any three consecutive years of service contained within his ten years of service immediately preceding his retirement. In cases where a member's pay is not all received in money, the board shall fix the value of that part of his pay not received in money. Chapter 22.2(m).
20. In addition, Chapter 22.2(v) provides:

Effective July 1, 1988, for members retiring on or after that date, "Final Average Earnings" shall mean the annual average of the highest pays received from the City by a member during any three (3) consecutive years of service contained within the ten (10) years of service immediately preceding the member's retirement. In no event shall such ten (10) year period extend beyond attainment of age 65 years. For members retiring on or after July 1, 1988, the ten (10) year period shall include service beyond age 65. In cases where a member's pay is not all received in money, the Board shall fix the value of that part of pay not received in money. Should a member have less than three (3) years of such service, "Final Average Earning" means the annual average of pays received for all such service. (Section 22.2(v) amended by Ord. 86-358, Ord. 88-436, Ord. 89-442, Ord. 89-454, Ord. 90-504, and Ord. 90-505).

21. Chapter 22 did not require a continuation of service.

22. Accordingly, as Plaintiff was rehired by the City with retroactivity to his seniority date as a vested Chapter 22 employee, he should be able to count and use the last three (3) years of his consecutive service contained within his ten (10) years of service upon retirement.

23. In accordance with Section 22.3 of the Employee Retirement System, the "Pension Board of Trustees", not finance or legal, will decide on the method to determine the average final pay.

24. Plaintiff had originally raised issues regarding his status as a retiree with the benefits attendant to his retirement beginning in April of 2022.

25. In response, Jeremy J. Romer, then Corporation Counsel and chief labor negotiator for the City of Dearborn, directly told the Plaintiff that the Plaintiff's interpretation of the rules was correct and that he should be entitled to full retirement benefits, both on health and pension under the old rules because of his retroactive reinstatement notwithstanding anything else to the contrary.

26. In fact, in an email dated May 10, 2018, Mr. Romer tried to make a distinction between the Plaintiff and another employee because his return to City employment predated the 2006 ordinance.

27. However, the ordinance cannot, on an ex-post facto basis, impact the Plaintiff's rights to the pensions.

28. In fact, on May 20, 2022, Mr. Romer wrote to Plaintiff, apparently on behalf of the City of Dearborn and its law department, as follows:

Based upon the clear definitions contained within the Chapter 22 ordinance, your average final pay or what is commonly referred to as a member's final average calculation (FAC), is not restricted only the years of service from your date of hire (11-4-1997) up to your termination date (08-07-2014). Years of service after your re-employment date (03-14-2016) should be included in the FAC.

29. The FAC calculations as of June 8, 2022 are attached hereto as provided by Joanne Hoyt of the City of Dearborn. **Exhibit A.**

30. It is unknown whether or not this document included the opinion of Mr. Romer at the time. See **Exhibit A.**

31. However, the issue of Plaintiff's pension was raised again in a meeting that took place on March 26, 2026.

32. At that time, Robert Festerman, Account 3 - Pension Administrator for the City of Dearborn, wrote to the Plaintiff as follows:

At today's pension board meeting, the Chapter 22 Board of Trustees determined that your active membership in the Chapter 22 retirement system terminated with your 2014 separation from city employment, and your pension benefit was in fact locked in at that time.

The Chapter 22 retirement system closed to new hires on 7-1-2002 and in September, 2006, the Chapter 22 retirement system was further closed to Chapter 22 members who separate from city employment and later return working for the city. All general employees hired after September, 2006 are placed in the city's 401/457DC retirement system; and time in the 401/457DC plan does not count towards Chapter 22 pension benefits.

As I indicated in my previous email, the final calculation for your pension benefits has been completed based on your 2014 separation date and is attached to this email. I am sure this is not the outcome you were looking for, but if you have any additional questions on this matter, you would need to attend the pension board meeting and discuss the matter directly with the Chapter 22 Board of Trustees.

33. The attachment provided by Mr. Festerman on March 26 is the same document that Joanne Hoyt had previously provided to Plaintiff along with a calculation sheet of March 21, 2016 which is also attached hereto as **Exhibit B**.

34. The Defendant has failed to apply its own legal counsel's opinion and the plain facts of this matter.

35. However, of greater concern is the fact that the Plaintiff began to have push back from the City with respect to his everyday work.

36. Suddenly, and without prior warning, the Plaintiff received a disciplinary action form dated June 25, 2026. See **Exhibit C**.

37. The disciplinary action form suggested that the Plaintiff had committed misconduct by coming to work late and leaving early on six purported occasions.

38. The time frames involved on almost all of the claims were under five minutes in deviation between the purported starting time and the claims of Plaintiff's arrival.

39. With respect to departure times, there were clear explanations that had previously been given including a policy of the City of Dearborn with respect to allowing its workers to pray and take break time to do so, so as not to violate their obligations under the Contract.

40. This past practice is long established.

41. To make matters then further difficult and just on the first day that the Plaintiff was able to file his grievance under the Union Contract, the City of Dearborn then took steps to fire the Plaintiff from his employment.

42. In a letter dated July 1, 2026, and before any adjudication of the prior discipline which imposed a three day suspension to be served on June 26, 2026, June 29, 2026 and June 30, 2026, the Defendant then tacked on claims regarding tardiness or early leaving on June 22, 2026, June 23, 2026 and June 24, 2026, and terminated Plaintiff. See **Exhibit D**.

43. Strangely, in the notice, the Defendant suggested that Plaintiff was "taking or missing lunch breaks without prior approval from his supervisor."

44. The past practice of the City was to allow the skipping of breaks so as to afford Plaintiff and other religious individuals the opportunity to say prayers.

45. Of particular note in the firing notice was the fact that two of the charges relate to June 22, 2026.

46. With respect to that date, the claim is that Plaintiff arrived 3 minutes late on the 22nd and left work 13 minutes early "without notifying or receiving approval from your supervisor."

47. Both of these claims are false.

48. However, even the other two charges of having left 11 minutes and 6 minutes early on two separate occasions were not without supervisory review or approval.

49. Rather, this doubling up of penalties and the lack of progressive discipline or fairness in the activities taken by the City bespeak a violation of the Whistleblowers' Protection Act, MCL 13.561.

50. Moreover, the actions taken by the Defendant constitute a violation of the Elliott-Larsen Civil Rights Act in that the actions are premeditated as a means of restricting the Plaintiff from his regular prayers as codified under the past practices of the City in violation of the law.

51. While grievances have been filed by the Plaintiff pursuant to the Collective Bargaining Agreement, his independent rights to causes of action under state law are not preempted by the Collective Bargaining Agreement or its arbitration clause.

52. In fact, the restrictive deadlines of the Whistleblowers' Protection Act require the Plaintiff to move forward with this litigation within ninety (90) days of the acts that constitute a violation of the law.

COUNT I
BREACH OF CONTRACT RELATING TO PENSION BENEFITS

53. Plaintiff hereby incorporates and realleges by reference each and every allegation contained in the previous paragraphs of this Complaint as though more fully stated herein, paragraph by paragraph and word for word.

54. Plaintiff is a fully vested Chapter 22 employee.

55. The Chapter 22 Rules, which are in Defendant's possession, constitute a contract between Plaintiff and Defendant regarding the calculation of pension benefits.

56. Plaintiff has fully fulfilled all obligations under the Chapter 22 Rules.

57. Defendant has failed or refused to calculate Plaintiff's pension in accordance with the Chapter 22 Rules which has led to the miscalculation of his pension benefits.

58. Plaintiff has been damaged due to Defendant's actions.

WHEREFORE Plaintiff prays that this Honorable Court enter a judgment in his favor and against the Defendant in whatever amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars to which he may be found entitled, together with costs, interest and attorney fees. Further, Plaintiff lays claim to an equitable right of reinstatement to his former position.

COUNT II
BREACH OF CONTRACT RELATING TO HEALTH CARE BENEFITS

59. Plaintiff hereby incorporates and realleges by reference each and every allegation contained in the previous paragraphs of this Complaint as though more fully stated herein, paragraph by paragraph and word for word.

60. As a fully vested Chapter 22 employee, Plaintiff is entitled to health care benefits upon retirement.

61. In violation of the Chapter 22 Rules, Defendant has failed or refused to provide Plaintiff with health care benefits upon retirement.

62. Plaintiff has been damaged due to Defendants actions.

WHEREFORE Plaintiff prays that this Honorable Court enter a judgment in his favor and against the Defendant in whatever amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars to which he may be found entitled, together with costs, interest and attorney fees. Further, Plaintiff lays claim to an equitable right of reinstatement to his former position.

COUNT III
VIOLATION OF THE WHISTLEBLOWERS' PROTECTION ACT
MCL 15.361 ET SEQ.

63. Plaintiff hereby incorporates and realleges by reference each and every allegation contained in the previous paragraphs of this Complaint as though more fully stated herein, paragraph by paragraph and word for word.

64. This action is brought within 90 days of Plaintiff's termination under MCL 15.363 and is timely.

65. Plaintiff is an employee as defined by MCL 15.361.

66. Defendant is an employer as defined by MCL 15.361.

67. Plaintiff raised issues relating to the calculation of his pension with the Defendant and brought the issue to the attention of the Pension Board, a public body separate from Defendant.

68. The actions taken by Plaintiff constitute reporting to a public body as defined within the Whistleblowers' Protection Act.

69. In retaliation for the Plaintiff's conduct, the Defendant discharged the Plaintiff in violation of MCL 15.362.

70. As a direct and proximate result of the Defendant's violation of the Whistleblowers' Protection Act, Plaintiff has suffered damages which include, but are not limited to, the following:

- a. loss of employment, including wages and benefits;
- b. emotional distress;
- c. costs and attorney fees incurred in having to bring a cause of action;
- d. pre-judgment interest.

71. In addition, the Plaintiff claims remedies in accordance with MCL 15.364, including an order of reinstatement, the payment of full back wages, full reinstatement of fringe benefits and seniority rights, actual damages and/or a combination of all of these remedies.

72. In addition, Plaintiff claims reasonable attorney fees and witness fees pursuant to the Act.

WHEREFORE Plaintiff prays that this Honorable Court enter a judgment in his favor and against the Defendant in whatever amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars to which he may be found entitled, together with costs, interest and attorney fees. Further, Plaintiff lays claim to an equitable right of reinstatement to his former position.

COUNT IV
VIOLATION OF THE ELLIOTT-LARSEN CIVIL RIGHTS ACT MCL 37.2201 ET SEQ

73. Plaintiff hereby incorporates and realleges by reference each and every allegation contained in the previous paragraphs of this Complaint as though more fully stated herein, paragraph by paragraph and word for word.

74. Defendant is an employer pursuant to law.

75. In this case, the Defendant City of Dearborn violated MCL 37.202(1)(a) by taking actions against the Plaintiff because he used his time in accordance with past practices to offer prayers and he is being discriminated against on the basis of the practice of his religion.

76. Plaintiff was discharged from his employment with Defendant due to his religion.

WHEREFORE Plaintiff prays that this Honorable Court enter a judgment in his favor and against the Defendant in whatever amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars to which he may be found entitled, together with costs, interest and attorney fees. Further, Plaintiff lays claim to an equitable right of reinstatement to his former position.

COUNT V
DECLARATORY JUDGMENT FOR BREACH OF CONTRACT RELATING TO
PENSION BENEFITS

77. Plaintiff hereby incorporates and realleges by reference each and every allegation contained in the previous paragraphs of this Complaint as though more fully stated herein, paragraph by paragraph and word for word.

78. This Court, in its equitable jurisdiction, has the right to enter a declaratory judgment regarding the rights and obligations of the parties under the Chapter 22 Rules as they pertain to Plaintiff's pension benefits. See also MCR 2.605.

WHEREFORE Plaintiff prays that this Honorable Court enter a declaratory judgment in his favor and against the Defendant finding that Defendant has violated the Chapter 22 Rules, has improperly calculated Plaintiff's pension benefits, find that Plaintiff's pension should be recalculated in accordance with the Chapter 22 Rules and enter any other judgment this Court find just and equitable in the premises.

COUNT VI
DECLARATORY JUDGMENT FOR BREACH OF CONTRACT RELATING TO
HEALTH CARE BENEFITS

79. Plaintiff hereby incorporates and realleges by reference each and every allegation contained in the previous paragraphs of this Complaint as though more fully stated herein, paragraph by paragraph and word for word.

80. This Court in its equitable jurisdiction has the right to enter a declaratory judgment regarding the rights and obligations of the parties under the Chapter 22 Rules as they pertain to Plaintiff's health care benefits. See also MCR 2.605

WHEREFORE Plaintiff prays that this Honorable Court enter a declaratory judgment in his favor and against the Defendant finding that Defendant has violated the Chapter 22 Rules, has improperly denied Plaintiff's health care benefits, find that Plaintiff's health care benefits should be instated in accordance with the Chapter 22 Rules and enter any other judgment this Court find just and equitable in the premises.

Respectfully Submitted,

COHEN, LERNER & RABINOVITZ, P.C.

/s/ Steven Z. Cohen
By: Steven Z. Cohen (P29344)
Donna A. Heiser (P51281)
Attorneys for Plaintiff
26862 Woodward Avenue, Suite 200
Royal Oak, MI 48067
(248) 691-2200 / (248) 691-2214
eileen.dehring@cohenlerner.com
donna.heiser@cohenlerner.com

Dated: August 26, 2026

EXHIBIT A

FAC calculations as of 6-8-22

SHILBAYEH FOR RETIREMENTS 7/1/13 THROUGH 6/30/2014 06/08/22

RETIREE SAMEH AGE 60 POSITION SENIOR PROJECT ENGINEER
 SPOUSE N/A SPOUSES AGE N/A CREDITABLE SERVICE = 16.07, 14
 RETIRE DATE 06/30/22 EMPLOY DATE 11/04/97 SERVICE FACTOR 16.62222
 DEFER DATE 08/07/14

	PERIOD AVE.		RATE	=	AMT PER YEAR	X	TIME (YRS)	=	ANNUITY
FROM 7/1/74 TO 26 YEARS FINAL AV EARN (3-YR AV) 2.50% X SERVICE	118,120.37	X	0.0250		2,953.01		16.62222		49,085.57
FROM 7/1/74 FOR YEARS 27-29 1.75% X SERVICE	118,120.37	X	0.0175		2,067.11		0.00000		0.00
FROM 7/1/74 FOR YEAR 30 2.25% X SERVICE	118,120.37	X	0.0225		2,657.71		0.00000		0.00

MAXIMUM 26 YEARS AT 2.50%
 MAXIMUM 3 YEARS AT 1.75%
 MAXIMUM 1 YEAR AT 2.25%

CHECK: 0.00000 16.62222
 REGULAR SERVICE RETIREMENT 49,085.57 ANNUAL ANNUITY
 (TERM AT DEATH/POP UP) 4,090.46 MONTHLY
 4,090.46 49,085.52 0.00

VOLUNTARY RETIREMENT RETIREE *
 AGE BENEF *

IF RETIREE DIES
 BENEFICIARY AMOUNT

ESTIMATE ONLY

PLEASE CALL ME FOR AN EXPLANATION OF THIS FORM.
 Joanne Hoyt
 943-2177

EXHIBIT B

5. Rob (pension admin.) to Sam-3-26-2026 Pension board meeting trustees determination



Sameh Shilbayeh <sshilbayeh@dearborn.gov>

Shilbayeh, S - FAC for Deferred Chapter 22 Pension Benefit

1 message

Robert Festerman <rfesterman@dearborn.gov>

Thu, Mar 26, 2026 at 3:13 PM

To: Sameh Shilbayeh <sshilbayeh@dearborn.gov>

Cc: "Kennedy, Michael" <mkennedy@dearborn.gov>, Dbnpension <dbnpension@dearborn.gov>

Hi Sameh,

At today's Pension Board Meeting, the Chapter 22 Board of Trustees determined that your active membership in the Chapter 22 Retirement System terminated with your 2014 separation from City employment, and your pension benefit was in fact locked in at that time.

The Chapter 22 Retirement System closed to new hires on 7/1/2002, and in September 2006, the Chapter 22 Retirement System was further closed to Chapter 22 members who separate from City employment and later return working for the City. All general employees hired after September 2006 are placed in the City's 401/457 DC Retirement System; and time in the 401/457 DC plan does NOT count toward Chapter 22 pension benefits.

As indicated in my previous email, the Final Calculation for your pension benefits has been completed based on your 2014 separation date, and is attached to this email.

I'm sure this is not the outcome you were looking for, but if you have any additional questions on this matter, you would need to attend a Pension Board meeting and discuss the matter directly with the Chapter 22 Board of Trustees.

Robert Festerman

Accountant III – Pension Administrator

City of Dearborn

16901 Michigan Avenue

Suite #1

Dearborn MI 48126-2899

rfesterman@dearborn.gov

Phone: 313-943-2305

Fax: 313-943-2148



2016.03.21 Shilbayeh, S - Final Calc.pd
45K

FAC calculations as of 6-8-22

SHILBAYEH

FOR RETIREMENTS 7/1/13 THROUGH 6/30/2014

06/08/22

RETIREE SAMEH
SPOUSE N/A
RETIRE DATE 06/30/22
DEFER DATE 08/07/14

AGE 60
SPOUSES AGE N/A
EMPLOY DATE 11/04/97

POSITION SENIOR PROJECT ENGINEER
CREDITABLE SERVICE = 16,07, 14
SERVICE FACTOR 16.62222

	PERIOD AVE.		RATE	=	AMT PER YEAR	X	TIME (YRS)	=	ANNUITY
FROM 7/1/74 TO 26 YEARS FINAL AV EARN (3-YR AV) 2.50% X SERVICE	118,120.37	X	0.0250		2,953.01		16.62222		49,085.57
FROM 7/1/74 FOR YEARS 27-29 1.75% X SERVICE	118,120.37	X	0.0175		2,067.11		0.00000		0.00
FROM 7/1/74 FOR YEAR 30 2.25% X SERVICE	118,120.37	X	0.0225		2,657.71		0.00000		0.00
MAXIMUM 26 YEARS AT 2.50%									
MAXIMUM 3 YEARS AT 1.75%									
MAXIMUM 1 YEAR AT 2.25%									

CHECK: 0.00000 16.62222
REGULAR SERVICE RETIREMENT 49,085.57 ANNUAL ANNUITY
(TERM AT DEATH/POP UP) 4,090.46 4,090.46 MONTHLY
4,090.46 49,085.52 0.00
IF RETIREE DIES
BENEFICIARY AMOUNT

VOLUNTARY RETIREMENT RETIREE *
AGE BENEF -

ESTIMATE ONLY

PLEASE CALL ME FOR AN EXPLANATION OF THIS FORM.
Joanne Hoyt
943-2177

FAC calculations as of 3-21-2016

City of Dearborn Chapter 22 Retirement System
Benefit Computation Program
Copyright Gabriel, Roeder, Smith & Co 1995

	<u>Name</u>	<u>Birthdate</u>	<u>Sex</u>	<u>Social Security No.</u>
Member :	Sameh Shilbayeh		M	XXX-XX-0000
Benef :				

Effective Retirement Date	: 09/19/2022	Voluntary Retmt Date	09/19/2022
Employment Termination Date	: 08/07/2014	Prior Annuity WD Date	

	<u>Credited Service</u>	<u>Final Average Compensation</u>
To 7/1/1974	0.00000 Yrs	To 7/1/74 \$ 26,920.00
After 7/1/1974	16.62222	After 7/1/74 \$ 71,785.81

Type of Retirement	: Service	Lump Sum - Current	\$ 0.00
Soc. Security PIA	: \$ 0.00	- Prior	\$ 0.00

Age Last Birthday Member : 60 Spouse : N/A on 09/19/2022

	<u>Actuarial Assumptions</u>				
	<u>Mortality</u>				<u>Interest</u>
Options:	M: 744	F: 745	Blend:	85 %	7.250%
Annuity Withdrawal :	M: 744	F: 745	Blend:	75	4.130%
Reserve Transfers :	M: 744	F: 745	Blend:	0	7.000%

Formula Benefit : (0.0275 x 0.00000 x \$ 26,920.00
+ (0.025 x 16.62222 + 0.0175 x 0.00000 + 0.0225 x 0.00000) x \$71,785.81) / 12 = \$2,485.92
Reduction at SS Age : (\$15.00 x 0.00000 + 0.015 x 16.62222 x \$0.00) / 12 = \$0.00
Lump Sum - Current : 0.00000 x \$0,000.00 = \$0.00
- Prior : 0.00000 x \$0.00 = \$0.00

	<u>Monthly Amounts by Form of Payment</u>			
	<u>Straight</u>	<u>Joint and Survivor Optional Forms</u>		
	<u>Life</u>	<u>B-100</u>	<u>B-075</u>	<u>B-050</u>
With Prior Lump Sum (if any)				
To Soc. Sec. Age :	\$ 2,485.92			
At Soc. Sec. Age :	2,485.92			
Reserve Transfers :	333,071			

<u>With Current & Prior Lump Sum (if any)</u>	
To Soc. Sec. Age :	2,485.92
At Soc. Sec. Age :	2,485.92
Reserve Transfers :	333,071

Computed Option Factors:
(Pop up not recognized)

The plan has the right to recover from you amounts that were paid to you in error.

For Gabriel, Roeder, Smith & Co.
Gabriel Roeder Smith & Company

For City of Dearborn

03/21/2016 16:40:38

***** File Copy *****

EXHIBIT C



Disciplinary Action Form

Sameh Shilbayeh

Employee Name

Engineering

Department

6/25/2026

Date

Action Taken:

☐ Verbal Warning

☐ Termination

☒ Unpaid
Suspension

Date(s): 06/26, 06/29,
06/30

☐ Written Discipline

Type of Infraction:

☒ Misconduct

☒ Performance

Current incident (include specific incident with dates and pertinent information):

Sameh has come to work late and left early on the following occasions without approval of his supervisor or manager.

Work schedule 7:30am-4:00pm

6.11.2026- Departure Time: 3:57 PM

6.12.2026- Arrival Time: 7:32AM

Departure Time: 3:55 PM

6.15.2026- Departure Time: 3:43 PM

6.16.2026- Arrival Time: 7:33AM

Departure Time: 3:41 PM

6.17.2026- Arrival Time: 7:32AM

Departure Time: 3:47 PM

6.18.2026- Arrival Time: 7:35AM

Departure Time: 3:29 PM

9.09 EMPLOYEE CODE OF CONDUCT

- Employees shall in every case notify their immediate supervisor of their intention to leave work during work hours (before normal quitting time) and also indicate the reason for having to leave work. An employee shall not leave work early unless the immediate supervisor indicates approval. This procedure shall be observed even though the need for leaving work early arises during a lunch or break period.

Past incidents (include previous discipline issued and dates):

Most recently, Sam received a written disciplinary action 8/15/2025 for failure to provide required documentation regarding his work logs.

Objective of corrective discipline:

The objective of this disciplinary action is to correct Sam's misconduct related to leaving early without the required approval.

Failure to correct this behavior and/or further violation of performance and/or conduct standards will result in additional disciplinary action up to and including discharge. By signing below, you acknowledge that you have received this notice:

Employee: _____

Date: _____

Employee Comments: _____

Supervisor/Manager: _____

Date: _____

☐

Employee was offered union representation but declined: Employee: _____ Date: _____

CC: HR - original w/ signatures

Employee - copy

Employee - Please initial each page

EXHIBIT D



ABDULLAH H. HAMMOUD
MAYOR

CITY OF DEARBORN Home Town of Henry Ford

DEPARTMENT OF PUBLIC WORKS
2951 GREENFIELD DEARBORN, MICHIGAN 48120
(313) 943-2107 FAX (313) 943-2083

TIMOTHY L. HAWKINS
DIRECTOR

July 1, 2026

Sameh Shilbayeh
5138 Meckler Ln
Warren, MI 48092

Re: Release from Employment

Mr. Shilbayeh,

This letter serves as formal notice that your employment with the City is terminated effective immediately due to repeated violations of established work rules and failure to comply with your assigned work schedule.

You have previously been advised of your required work schedule. On **August 1, 2025**, your supervisor notified you that your assigned work hours are **7:30 a.m. to 4:00 p.m.** Employees are expected to adhere to this schedule unless prior approval is obtained from their supervisor.

Beyond the recent attendance issues that have already resulted in prior disciplinary action, a further review of your attendance records has resulted in the following violations being documented:

- **June 22, 2026:** Reported to work at **7:33 a.m.**, three (3) minutes after your scheduled start time of **7:30 a.m.**
- **June 22, 2026:** Left work at **3:47 p.m.** without notifying or receiving approval from your supervisor.
- **June 23, 2026:** Observed leaving work at **3:49 p.m.** without supervisor approval.
- **June 24, 2026:** Observed leaving work at **3:54 p.m.** without supervisor approval.

In addition to the attendance violations listed above, it has also been determined that you failed to follow departmental policies regarding work hours by:

- Leaving work prior to the end of your scheduled shift without supervisor approval;
- Reporting to work late;
- Taking or missing lunch breaks without prior approval from your supervisor.

There are at least three documented incidents within the last month in which you took breaks of longer than the allotted 30 minutes for personal business without requesting or receiving an accommodation from your supervisor. Those incidents occurred on:

- **June 11, 2026:** when you spent 33 minutes at a non-work related offsite location

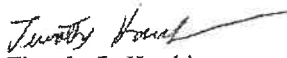
- **June 23, 2026:** when you spent 52 minutes at the same non-work related offsite location
- **June 25, 2026:** when you spent 45 minutes at the same non-work related offsite location

Employees are expected to work their full scheduled shift and comply with all departmental policies regarding attendance, work hours, and break periods. Leaving early, arriving late, or deviating from your approved work schedule without authorization is unacceptable and negatively impacts departmental operations and service delivery.

After careful consideration of the documented violations and your persistent failure to comply with established work expectations, the City has determined that termination of your employment is appropriate. Accordingly, your employment with the City is terminated effective immediately.

You are required to return all City-issued property, including keys, identification badges, equipment, uniforms, electronic devices, and any other City property in your possession. Information regarding your final paycheck and any applicable benefits will be provided separately by Human Resources.

We wish you the best in your future endeavors.


Timothy L. Hawkins
Director of Public Works

Received over the
counter around 12:06 pm
on August 27, 2026 by
Lisa Miller.

CITY CLERK, DEARBORN MI
2026 AUG 27 PM 12:06