

REGULAR MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

November 1, 2016

The Council convened at 7:31 P.M., President of the Council Susan Dabaja presiding. Present at roll call were Councilmembers Abraham, Bazzy, O'Donnell, Sareini, Shooshanian and President of the Council Dabaja; absent, Councilmember Tafelski. A quorum being present, the Council was declared in session.

The Pastor Dan Ramthun of Guardian Lutheran Church delivered the invocation.

By O'Donnell supported by Bazzy.

11-601-16. RESOLVED: That the minutes of the previous special meetings of October 11 and October 13, special closed meeting of October 17, and regular meeting of October 18, 2016, and the same are hereby approved as recorded and published.

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

By Bazy supported by Sareini.

11-602-16. RESOLVED: That Ordinance No. 16-1556 be taken from the table and placed upon its final reading.

The resolution was adopted as follows: Yes: Abraham, Bazy, Dabaja, O'Donnell, Sareini, and Shooshanian (6). No: none. Absent: Tafelski (1).

The Clerk then read Ordinance No. 16-1556, entitled, "An Ordinance to Amend Section 9.02 of Ordinance No. 06-1111 of the City of Dearborn by rezoning the property located at 7150 Lonyo from an Industrial B (Medium Industrial District) to a Business B (Community Business District) zoning classification."

The President of the Council announced that this was the final reading of the Ordinance.

The President of the Council then put the question, "Shall this Ordinance pass?"

11-602-16 Upon roll call the Ordinance was adopted as follows: Yes: Abraham, Bazy, Dabaja, O'Donnell, Sareini, and Shooshanian (6). No: none. Absent: Tafelski (1).

Councilmember Bazy introduced Ordinance No. 16-1557, entitled, "An Ordinance to amend the Zoning Ordinance of The City of Dearborn by Amending Article 2.00, Section 2.19 Entitled 'General Provisions'."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Shooshanian supported by Abraham.

11-603-16. RESOLVED: That proposed Ordinance No. 16-1557 be laid on the table.

The resolution was adopted as follows: Yes: Abraham, Bazy, Dabaja, O'Donnell, Sareini, and Shooshanian (6). No: none. Absent: Tafelski (1).

Councilmember Bazzy introduced Ordinance No. 16-1558, entitled, "An Ordinance to Amend Chapter 5, Article IV of the Code of the City of Dearborn Entitled 'Fences'."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Shooshanian supported by Abraham.

11-604-16. RESOLVED: That proposed Ordinance No. 16-1558 be laid on the table.

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

Councilmember O'Donnell introduced Ordinance No. 16-1559, entitled, "An Ordinance to Amend Division II of Chapter 18 of the Code of the City of Dearborn Entitled 'Traffic Commission'."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Bazzy supported by Sareini.

11-605-16. RESOLVED: That proposed Ordinance No. 16-1559 be laid on the table.

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

Councilmember O'Donnell introduced Ordinance No. 16-1560, entitled, "An Ordinance to Amend Chapter 13, Article I of the Code of the City of Dearborn Entitled 'Nuisances'."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Sareini supported by Shooshanian.

11-606-16. RESOLVED: That proposed Ordinance No. 16-1560 be laid on the table.

The resolution was adopted as follows: Yes: Abraham, Bazy, Dabaja, O'Donnell, Sareini, and Shooshanian (6). No: none. Absent: Tafelski (1).

Councilmember Tafelski entered the Council Chambers at 7:45 P.M.

Councilmember Tafelski introduced Ordinance No. 16-1561, entitled, "An Ordinance to Amend Article XXIII of the Licenses and Business Regulations Chapter (Chapter 12) of the Code of the City of Dearborn Entitled 'Tree Removal and Replacement'."

The Clerk read the Ordinance by title.

The President of the Council announced that this was the first reading of the Ordinance.

By Sareini supported by Bazy.

11-607-16. RESOLVED: That proposed Ordinance No. 16-1561 be laid on the table.

The resolution was unanimously adopted.

By Bazzy supported by Tafelski.

11-608-16. WHEREAS: Ford Motor Land Development Corporation owns the Ford Engineering Laboratory property located at 21500 Oakwood Boulevard in Dearborn which consists of a 433,000 square foot building situated on 32 acres of land. Former uses of the property include the Fordson Tractor Plant in the early 1900's and a brick making operation in the 1800's. The City of Dearborn has maintained a 20 foot wide sewer easement within the property since 1918, and

WHEREAS: It was discovered that hazardous substances were released on the Ford Engineering Laboratory property and have resulted in environmental contamination. Response activities were undertaken to delineate the nature and extent of the contamination. Those activities resulted in the Michigan Department of Environmental Quality requiring Ford Motor to record a restrictive covenant with the Wayne County Register of Deeds to protect the public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property, and

WHEREAS: Ford Motor Land Development Corporation has requested that the City consent to the recordation of a Declaration of Restrictive Covenant with respect to the Ford Engineering Laboratory property since the City maintains an easement within the property. The execution of a Consent of Easement Holder by the City will also make the City's property interest subject to, and subordinate to, the terms of the restrictive covenant, and

WHEREAS: The recording of the restrictive covenant will protect the public health, safety, and welfare, and the environment. The City Engineer is recommending that the Mayor be authorized to sign a Consent of Easement Holder with respect to the attached restrictive covenant on behalf of the City of Dearborn for the property located at 21500 Oakwood Boulevard; therefore be it

RESOLVED: That the Mayor be and is hereby authorized to sign a Declaration of Restrictive Covenant ("Restrictive Covenant") for the Ford Engineering Laboratory property located at 21500 Oakwood Boulevard; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RD-201-_____

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Wayne County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the Ford Engineering Laboratory property located at 21500 Oakwood Boulevard, Dearborn, Michigan 48124 and legally described in Exhibit 1 attached hereto ("Property").

Response activities were implemented to address environmental contamination at the Property pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 et seq. The adequacy of the response activities implemented at the Property has not been subject to a facility-specific review by the Michigan Department of Environmental Quality (DEQ) nor has the DEQ determined that the response activities comply with Part 201 of the NREPA.

The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The DEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

The response activities required the recording of this Restrictive Covenant with the Wayne County Register of Deeds to: 1) restrict unacceptable exposures to hazardous substances located on the Property; 2) assure that the use of Property is consistent with the exposure assumptions used to develop the limited Nonresidential cleanup criteria under Section 20120a(1)(d) of the NREPA and the exposure control measures relied upon at the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the limited Nonresidential cleanup criteria under Section 20120a(1)(d) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Exhibit 2 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"DEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, 2002 Michigan Register; Effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities

Hazardous substances were released on the Property and have resulted in environmental contamination. Prior to recording of this Restrictive Covenant, response activities have been undertaken to delineate the nature and extent of the contamination. The RI results show that:

1. **Volatile organic compounds**, including benzene, ethylbenzene, xylenes, trichloroethene, tetrachloroethene, and 1,1,2-trichloroethane, were detected in concentrations that exceed the cleanup criteria that the MDEQ has established for the Drinking Water Protection and Groundwater-Surface Water Interface Protection exposure pathways. No other criteria for MDEQ-defined potential exposure pathways are exceeded.
2. **Arsenic** was identified in soil at three of 11 locations in concentrations that exceed the Statewide Default Background Level of 5.8 mg/kg. At two of these three locations, the concentrations also exceed the Part 201 Residential criterion of 7.6 mg/kg for Direct Contact. Using the MDEQ's former S3TM Statistical analysis program, the calculated Upper Confidence Limit for the arsenic concentration site-wide is 5.74 mg/kg, which is within Statewide background. No other criteria for MDEQ-defined potential exposure pathways are exceeded.
3. **Chromium (total)** was identified in soil samples analyzed from 11 borings at concentrations ranging from 20.1 mg/kg to 35.3 mg/kg. These exceed: a) the Statewide Default Background Level of 18 mg/kg; and b) the Groundwater-Surface Water Interface Protection (GSIP) criterion of 3.3 mg/kg, which conservatively assumes that all chromium could be present in the hexavalent form. No other criteria for MDEQ-defined potential exposure pathways are exceeded.
4. **Mercury** was detected in soil at two of 11 locations, at a maximum concentration of 0.167 mg/kg, which exceeds: a) the Statewide Default Background Level of 0.13 mg/kg;

and b) the Groundwater-Surface Water Interface Protection (GSIP) criterion of 0.05 mg/kg. No other criteria for MDEQ-defined potential exposure pathways are exceeded.

5. The maximum measured concentrations of arsenic, total chromium, and mercury are within the statistical background range and upper limit for clay-rich soil within the geographic boundary of the Huron-Erie Glacial Lobe, as proposed by the MDEQ in its draft 2015 update to the 2005 Michigan Background Soil Survey.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

Ford Motor Company as the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Prohibited Land Uses: The Owner shall prohibit all uses of the Property that are not compatible with or are inconsistent with the assumptions and basis for the limited Nonresidential cleanup criteria established pursuant to Section 20120a(1)(d) of the NREPA. Uses that are compatible with Nonresidential cleanup criteria are generally described in Exhibit 3 (Allowable Uses). Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.

b. Prohibited Activities to Eliminate Unacceptable Exposure to Hazardous Substances. The Owner shall prohibit activities on the Property that may result in exposures to hazardous substances. These prohibited activities include the construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

1. Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

2. Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

c. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Access. The Owner grants to the DEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, inspect the operation of the response activities and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

3. Conveyance of Property Interest. The Owner shall provide notice to the DEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DEQ under this Paragraph shall be made to: Chief, Remediation and Redevelopment Division, Michigan DEQ, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DEQ Reference Number RC-RD-201-_____. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

4. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the DEQ or its successor determines that hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. This Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.

5. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, and Ford Motor Company may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

6. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

7. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and all other holders of a legal interest whose interest is materially affected by this Restrictive Covenant as documented and attached hereto as Exhibit 4, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, Ford Motor Company has caused this Restrictive Covenant, RC-RD-201-_____, to be executed on this _____ day of October 2016.

Ford Motor Company

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF Michigan
COUNTY OF Wayne

The foregoing instrument was acknowledged before me this October ____, 2016 by _____ of Ford Motor Company, a State of Delaware corporation, on behalf of the corporation.

Notary Public Signature

Notary Public, State of _____

County of _____

My Commission Expires: _____

Acting in the County of _____

Prepared by and when recorded return to:
Colleen S. Liddell
Ford Motor Company
290 Town Center Drive Suite 800
Dearborn, MI 48126

EXHIBIT 1
LEGAL DESCRIPTION OF PROPERTY

Range 10 East, City of Dearborn, Wayne County, Michigan, described as: Beginning at the intersection of the Southerly line of New York Central Railroad (now Conrail Railroad) right of way and the Easterly line of Oakwood Boulevard, said point also being the Northwest corner of Lot 31, PLAN OF DEARBORNVILLE SUBDIVISION (Eastside); thence North 72 degrees 15 minutes 00 seconds East 1,083.0 feet (Record), 1276.18 feet (Calculated); thence North 73 degrees 11 minutes 00 seconds East 216.23 feet along the right of way line; thence South 18 degrees 45 minutes 30 seconds East 1,001.92 feet; thence South 32 degrees 02 minutes 20 seconds West 253.18 feet; thence South 71 degrees 22 minutes 30 seconds West 475.20 feet; thence North 18 degrees 25 minutes 30 seconds West 34.47 feet; thence South 71 degrees 37 minutes 18 seconds West 291.94 feet; thence South 27 degrees 35 minutes 00 seconds West 32.70 feet (Record), 28.32 feet (Calculated); thence Northerly along the Easterly line of Oakwood Boulevard; thence North 62 degrees 24 minutes 56 seconds West 164.38 feet to a point of curve; thence along a tangent curve to the right having a radius of 1432.69 feet, central angle 46 degrees 18 minutes 12 seconds, the long chord bears North 39 degrees 15 minutes 51 seconds West 1120.60 feet (Record), 1126.57 feet (Calculated), a distance of 1151.33 feet (Record), 1157.82 feet (Calculated) along the arc to the point of beginning. The above legal description contains all or part of Lots 31 to 37, and Lots 39, 41, 42, 44, and 46, including portions of adjacent vacated streets and alleys, PLAN OF DEARBORNVILLE SUBDIVISION (Eastside of Center), as recorded in Liber 11 of Deeds, Pages 203 and 204, Wayne County Records, and part of Lots 23, 24 and 25, including portions of adjacent vacated streets and alleys; A. WAGNER'S SUBDIVISION as recorded in Liber 19, Page 92, Wayne County Records.

EXCEPT a portion of land conveyed by Quit Claim Deed recorded in Liber 29188, Page 867, Wayne County Records, being part of Private Claims 39 and 93, City of Dearborn, Wayne County, Michigan, described as follows: Commencing at the intersection of the Northerly line of Oakwood Boulevard (100 feet wide) with the Westerly line of Village Road (a private road 140 feet wide) and proceeding thence along the Northerly line of Oakwood Boulevard North 62 degrees 25 minutes 00 seconds West, 1431.82 feet to a point hereafter referred to as Point 'A', said point being on the line between Private Claims 39 and 93; thence continuing along the Northerly line of said Oakwood Boulevard North 57 degrees 25 minutes 00 seconds West, 98.64 feet; thence North 27 degrees 35 minutes 00 seconds East, 32.70 feet (Record), 28.32 feet (Calculated); thence North 71 degrees 37 minutes 18 seconds East, 253.58 feet to the Point of Beginning; thence North 26 degrees 26 minutes 12 seconds East, 34.89 feet; thence South 63 degrees 33 minutes 48 seconds East, 83.74 feet; thence South 71 degrees 22 minutes 30 seconds West, 45.61 feet; thence North 18 degrees 25 minutes 30 seconds West, 34.47 feet; thence South 71 degrees 37 minutes 18 seconds West, 38.85 feet to the Point of Beginning.

Contains 35.940 acres and is subject to easements and restrictions of record.

EXHIBIT 2

SURVEY OF THE PROPERTY

EXHIBIT 3

DESCRIPTION OF ALLOWABLE USES

This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the non-residential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming is also restricted per the prohibitions contained in this restrictive covenant.

EXHIBIT 4

CONSENT OF EASEMENT HOLDER

As evidenced below by my signature, I agree and consent to the recording of the land use and resource use restrictions specified in this Restrictive Covenant and hereby agree that my property interest shall be subject to, and subordinate to, the terms of the Restrictive Covenant.

CITY OF DEARBORN

By: _____

Signature

Name: _____

Print or Type Name

Its: _____

Title

STATE OF MICHIGAN

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this October ____, 2016 by [CHOOSE ONE] [name of individual] [*name of attorney in fact*] as attorney in fact on behalf of the City of Dearborn.

Notary Public Signature

Notary Public, State of _____

County of _____

My Commission Expires: _____

Acting in the County of _____

By Abraham supported by Bazzy.

11-609-16. RESOLVED: That all bids received for Construction of the 911 Dispatch and Emergency Operations Center are hereby rejected except the bid of Degenhardt & Sons, Inc. in an amount not expected to exceed \$666,364, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That a contingency in the amount of \$30,000 is hereby approved to provide for any unforeseen conditions that may be encountered during the execution of the project; be it further

RESOLVED: That the Management Information Systems Director be and is hereby authorized to execute all change orders or modifications that utilize any approved contingency funds; be it further

RESOLVED: That this contract shall be financed from the Facilities Fund, Police, Capital Project Support budget, Project K22515; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Tafelski supported by Sareini.

11-610-16. RESOLVED: That all bids received for Insurance for Hubbard Manors East and West are hereby rejected except the bid of The Stevenson Company (U.S. Specialty Insurance) in an amount not to exceed \$61,002 per year for a three-year term beginning December 1, 2016, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That this contract shall be financed from the Senior Apartment Operating Fund, Housing Department, Insurance and Bonds budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Shooshanian supported by Sareini.

11-611-16. RESOLVED: That all bids received for Dispatch Center Workstations are hereby rejected except the bid of Xybix Systems, Inc. in an amount not expected to exceed \$171,124.80 for 12 workstations, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That an additional 4 possible supplementary workstations in the amount of \$57,041.60 be and is hereby authorized; be it further

RESOLVED: That this contract shall be financed from the Facilities Fund, Police, Administration Division, Capital Equipment budget, Project K22515. The budget authorization for funding is contingent upon City Council approving the Consolidated Police-Dispatch Fiscal Year 2017 Capital Budget Amendment; be it further

RESOLVED: That this resolution be given immediate effect.

This resolution was unanimously adopted.

By Sareini supported by Tafelski.

11-612-16. RESOLVED: That all bids received for Five Ford Vehicles for the Fire Department are hereby rejected except the bid of Gorno Ford in an amount not to exceed \$135,717, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That this contract shall be financed from the Fleet and Equipment Replacement Fund, Fire Department, Capital Equipment budget.

This resolution was unanimously adopted.

By Tafelski supported by Shooshanian.

11-613-16. WHEREAS: Ordinance No. 05-1062, Section 2-568 (b) 6 (b), authorizes sole source procurement in certain circumstances, and

WHEREAS: The Purchasing Agent has received a request for a sole source procurement; be it

RESOLVED: That Michigan Meter Technology Group be designated as a sole source for purchase of Water Meters and associated parts for the Water & Sewerage Division in an amount not to exceed \$492,500 and that the Purchasing Agent be authorized to enter into a contract for the aforementioned items; be it further

RESOLVED: That the contract shall be for a term of one year with three (3) one-year renewals beyond the original expiration of the original contract; be it further

RESOLVED: That this contract shall be financed from Water Fund, Public Works, Facilities Maintenance, Operating Supplies budget; be it further

RESOLVED: That this resolution be given immediate effect.

This resolution was unanimously adopted.

By Tafelski supported by Bazzy.

11-614-16. WHEREAS: Ordinance No. 05-1062, Section 2-568 (b) 6 (b), authorizes sole source procurement in certain circumstances, and

WHEREAS: The Purchasing Agent has received a request for a sole source procurement; be it

RESOLVED: That Apollo Fire Equipment be designated as a sole source for purchase of Vetter and Hurst Brand Emergency Extrication Equipment in an amount not to exceed \$125,075 and that the Purchasing Agent be authorized to enter into a purchase order for the aforementioned items; be it further

RESOLVED: That this purchase order shall be financed from General Fund, Fire Department, Capital Equipment budget.

This resolution was unanimously adopted.

By Tafelski supported by Sareini.

11-615-16. WHEREAS: The Department of Law has requested authorization for payment of the State Bar of Michigan annual membership dues for 2016-17, and

WHEREAS: The rules for membership in the State Bar of Michigan are not optional for practicing attorneys, and

WHEREAS: The total cost of renewal for fiscal year 2016-17 for State Bar of Michigan membership applications for seven full-time attorneys and three part-time attorneys is \$3,270; therefore be it

RESOLVED: That the City of Dearborn will authorize payment from account 101-1500-811.65-00 (Memberships) to the State Bar of Michigan for the annual membership dues for 2016-17; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Sareini.

11-616-16. WHEREAS: The Wayne Metropolitan Community Action Agency (WMCAA) has approached the City of Dearborn Department of Public Works regarding the implementation of a Water Residential Assistance Program, or "WRAP". WRAP is a customized service plan for residential customers in the Great Lakes Water Authority region, designed to provide bill assistance for qualified individuals, promote water resource conservation, and enhance self-sufficiency, and

WHEREAS: The basic features of the WRAP would be payment of an annual credit of \$300 (\$25/month) toward future water bills as long as qualified customers are paying the balance and keeping future bills current, and an additional payment of \$700 toward arrearages, payable in two installments (\$350) every six months. The customers would also be eligible for up to \$1,000 per household to be used toward minor plumbing repairs and water conservation measures, e.g., fixing water leaks which are wasting water and generating high water bills. The source of the funding would be a portion of money allocated from the wholesale water rates already paid by the City. There would be no increased cost to the City, and

WHEREAS: The City is being asked to provide information to the WMCAA to help identify and monitor eligible customers, to freeze arrearages, and to waive penalties. WMCAA is also asking the City, as part of this program, to not transfer arrearages to the County tax rolls as long as the customer is in good standing and is keeping current with his/her water bills, and

WHEREAS: In order to implement this program, City Council must approve, and authorize the Mayor to execute, a Memorandum of Agreement between the City of Dearborn and the Wayne Metropolitan Community Action Agency. The Agreement details the rights and responsibilities of each party. A copy is attached, and

WHEREAS: The City would also need to adopt an amendment to Section 19-30 of the Dearborn Code of Ordinances empowering the Department of Public Works to establish payment plans for delinquent water bills, waive penalties on the payment plan amount, and prevent the amount subject to the payment plan from being transferred to taxes as long as the customer abides by all terms and conditions of the payment plan. A copy of the proposed amendment is attached; therefore be it

RESOLVED: That a Memorandum of Agreement between the City of Dearborn and the Wayne Metropolitan Community Action Agency (WMCAA) be and is hereby approved; be it further

RESOLVED: That the Mayor be and is hereby authorized to execute the Memorandum of Agreement between the City of Dearborn and the Wayne Metropolitan Community Action Agency.

This resolution was unanimously adopted.



Memorandum of Agreement Between

| | |
|--|---|
| Wholesale Customer: City of Dearborn 16901 Michigan Ave. Dearborn, MI 48126 | CA Alliance: Wayne Metro Community Action Agency Attn: Katy Kibbey, Chief Programs Officer 7310 Woodward, Suite 800 Detroit, Michigan 48202 |
|--|---|

Project: The Water Residential Assistance Program ("WRAP") is a universal service delivery model to help residential customers of the Great Lakes Water Authority access bill assistance, water conservation measures, and navigate resources and supports on a pathway toward self-sufficiency.

Duration: Wayne Metro Community Action Agency ("CA Alliance") is entering into a Memorandum of Agreement with the City of Dearborn ("Wholesale Customer") effective **May 1, 2016** through **April 30, 2017**, pertaining to the WRAP Program (the Project) operated by Wayne Metro Community Action Agency (CA Alliance & Project Administrator).

City of Dearborn agrees to:

- Understand and accept the WRAP terms and conditions set forth in this Memorandum of Agreement and Attachment A.
- Provide to WRAP CA Alliance Agency a main point of contact who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
 - Receiving and reviewing reports of enrolled WRAP residents on regular basis.
 - Reporting to CA Alliance at mutually agreed upon intervals on payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
 - Receiving and responding to CA Alliance questions regarding individual WRAP residential customer cases on an as needed basis.
 - Acting as liaison to Wholesale Customer billing department regarding payments made by CA Alliance.
 - Attending WRAP Wholesale Customer meetings held by CA Alliance.

- For those WRAP residents who enroll with arrearage/past due amounts, Wholesale Customer will:
 - Freeze arrearages for 12 months or until a resident exits from WRAP program.
 - Waive penalties for WRAP participants.
 - Stop pending shutoffs once resident appointment confirmation and/or enrollment verification received from CA Alliance to Wholesale Customer.
 - Exempt from tax rolls.
 - For Residents for whom water has been shut off, it understood by both parties that Resident is solely responsible for payment of applicable turn on/turn off fees.
 - Other protocols as deemed mutually agreeable between both parties.
- Provide CA Alliance access to past customer billing history, previous or current enrollment in payment plans, previous or current enrollment in Wholesale assistance plans, and/or customer alerts (e.g. non owner-occupied registration verification).
- Engage with CA Alliance in shared WRAP marketing and outreach activities to residential customers in Wholesale Customer's community.

Wayne Metro Community Action Agency agrees to:

- Provide a Single Service Point of Entry for GLWA regional resident to the WRAP Program; all calls will be processed through a dedicated telephone number- (313) 386-WRAP (9727) and via online Program Request Form.
- Pre-screen WRAP applicants for program eligibility and schedule residents for intake appointments based on pre-screening at time of call.
- Schedule intake appointments at CA Alliance Service Center accessible to residents.
- Inform and secure resident agreement of WRAP Program expectations and responsibilities via WRAP Client Contract.
- Refer eligible residents with water usage at or above 120% of normal usage for Home Water Conservation audit. Conduct Home Water Audit and perform minor home plumbing repairs eligible within scope of project.
- Provide a main point of contact to the Wholesale Customer who will be responsible for:
 - Utilizing WRAP secure portal for on-going communications between CA Alliance Agency and Wholesale Customer regarding enrolled WRAP residential customers.
 - Providing reports of enrolled WRAP residents on regular basis.
 - Sending batched bill credit payments (based on \$25 per month) quarterly and arrearage payments bi-annually at mutually agreed time periods to

Wholesale Customer for enrolled residents verified as in good standing with WRAP. Payment information will include: name, address, and account number at minimum.

- o Providing reports of WRAP residents who exit and/or are terminated from the program.
- o Reporting back to Wholesale Customer at established intervals on CA Alliance payment status of enrolled WRAP residential customers via electronic report form housed in web-portal.
- o Acting as liaison to Wholesale Customer regarding the WRAP Program.
- o Engaging with Wholesale Customer in shared WRAP marketing and outreach activities to residential customers in Wholesale Customer's community.
- Collect and maintain program data, including but not limited to:
 - o Scheduled appointments of residents residing in Wholesale Customer Community.
 - o Status of enrolled residents in WRAP from Wholesale Customer Community receiving bill payment assistance and home water conservation audits.
 - o Reconciliation of total assistance paid to Wholesale Customer including bill payment plan assistance amount of arrearages paid (total and average).
 - o Number of households assisted.

This agreement shall be in effect until one year from the date of execution and may be renewed at that time based on an interest to do so by both parties. This agreement may be terminated by either party with 30 days written notice.

Should either party issue Notice of Termination, both parties agree that residents enrolled in WRAP prior and up to the date of written notice will continue to receive WRAP assistance program until the first 12 months of resident enrollment is completed or resident termination and the terms of this agreement will continue.

This MOA may be amended upon written approval of the parties at any time.

Signed for Wayne Metro Community Action Agency:

Katy Kibbey, Chief Programs Officer

Date

Signed for City of Dearborn:

Name/ Title

Date

Attachment A

Water Residential Assistance Program (WRAP) Components

Residential Assistance- Water Bill Payment Plan

- Maximum assistance per resident- \$1,000 annually
 - Water bill payment plan assistance consists of \$300 annual bill credit (\$25 per month for 12 months) for residents who are verified as staying current on regular bill payments (per billing cycles).
 - Up to \$700 annually in assistance for past due/ arrearage amounts. Arrearages will be paid in two installments:
 - At 6 months of successful payment history, up to \$350(50%) will be applied
 - At 12 months of successful payment, up to \$350 (second 50%) can be applied.
 - Additional assistance via other CA Alliance funding sources may be leveraged with WRAP based on client eligibility and fund availability.
 - On-going case management will be provided to ensure client success in the WRAP program and to build other self-sufficiency supports. Household self-sufficiency assessments will be completed and referrals to CA Alliance and external provider services made and follow up and progress tracked.
 - Wholesale customers (i.e. City municipalities billing for GLWA water and/or sewer) will be engaged in regular communication and processing with CA Alliance agencies to monitor customer success in the WRAP program and track payment history.
 - Participants can remain in the program for up to 24 months. Participants must re-apply annually.

Residential Assistance- Home Water Audit Conservation

- Households presenting at intake with documented water usage above 120% of average usage will be referred for a Home Water Conservation audit, as performed by CA Alliance.
- Households can receive up to \$1,000 per household for water conservation and minor home plumbing repairs annually.
- Conservation measures and simple leak repairs will be completed during the Home Water Audit. Minor Home Repair and toilet replacement will be referred for a Minor Home Repair visit. Minor Plumbing Repairs will be completed by licensed plumbers following all applicable permitting laws.
- Eligible WRAP measures may include: Faucet aerators
 - Spigot protectors
 - Low-flow toilets
 - Low-flow showerheads
 - Leaking faucets (indoor / outdoor)
 - Hose bib leaks (outdoor)
 - Pipe joint leaks (if easily accessible)
- Items not covered through WRAP:

- Emergency Repairs
- Plumbing that involves sewer/wastewater work
- Garbage disposals
- Dish washing machines
- Washing machines
- Repairs behind walls or underground
- Repairs in areas that pose a risk to contractors due to environmental hazards or structural deficiencies

WRAP Resident Eligibility Guidelines:

- Income-eligibility at 150% FPL or below based on 90 day look back from date of application.
- Bill must be in client/"tenant" name. Address must match client I.D.
- Proof of homeownership; If renter, lease must indicate tenant responsible for water*
- Must have income source.
- Account holder must attend appointment.
- Shut off notice is not required.
- Bill does not have to be past due.
- For bill plan assistance, client participation in other education/trainings is not mandatory.
- Subsidized housing participants are eligible for assistance.

* Eligibility may be based on non-owner occupied registration with Wholesale Customer community.

By Sareini supported by Bazzy.

11-617-16. WHEREAS: Les Stanford Chevrolet/Cadillac originally entered into a lease agreement with the City for twenty vehicles at the West Parking Deck in May of 2015. That lease converted to month-to-month after one year in May of 2016. A new lease was approved via C.R. 9-534-16 to renew their 20 space lease for two years at \$30/car/month in September, 2016 (\$600/month), and

WHEREAS: The dealership has since identified additional space in the West Deck they would like to use to accommodate their increased inventory. They have requested the use of Levels 3East, 3West and 4East under the roof cover which represents 83 spaces (including the previous 20). Les Stanford has requested a two-year fixed period lease to provide predictability for their auto storage needs. Both their Chevrolet and Cadillac dealerships are congested, and their off-site lots are full as well. The spaces identified in the west deck are presently underutilized and available to meet this request. Les Stanford is current on all payments for their current parking arrangement with the City, and

WHEREAS: The City Assessor has opined that the appropriate lease rate for these spaces is \$2,500 per month. Les Stanford has agreed to the rate of \$2,500 per month for the three described half levels noted above. The lease contemplates a thirty-day cancellation clause should the City need this parking for other purposes, and

WHEREAS: Les Stanford provides their own security and insurance for their vehicles in the deck. The City has added a security guard to the two West Dearborn decks to patrol during the evening hours for general security and vandalism prevention, and

WHEREAS: The Economic and Community Development Department recommends that the City Council authorize the Mayor to execute a parking lease agreement with Les Stanford Chevrolet/Cadillac as described herein subject to final review and approval by Corporation Counsel; therefore be it

RESOLVED: That the Mayor be and is hereby authorized to execute a two year parking lease agreement with Les Stanford Chevrolet/Cadillac for use of 83 parking spaces in the West Parking Deck on Levels 3East, 3West and 4East at a rate of \$2,500 per month; be it further

RESOLVED: That this resolution be given immediate effect.

This resolution was unanimously adopted.

By Bazzy supported by Sareini.

11-618-16. WHEREAS: The Dearborn Police Department applied for and received grant funding from the Office of Justice Programs, Bureau of Justice Assistance in the amount \$82,928, and

WHEREAS: The Chief of Police has requested that the Finance Director be authorized to recognize the grant revenue in the amount of \$41,464 and appropriate \$82,928; therefore be it

RESOLVED: That the Finance Director be and is hereby authorized to recognize and appropriate \$41,464 in General Fund, Police Department budget and also appropriate \$41,464 in the Drug Law Enforcement Fund.

This resolution was unanimously adopted.

By Shooshanian supported by Sareini.

11-619-16. WHEREAS: In January 2015, C.R. 2-59-15 authorized the establishment of Project K22515 to hire a consultant to evaluate and make recommendations on the feasibility of a consolidated dispatch operation to enhance interoperability and emergency service delivery among Dearborn and potential participating neighboring communities, and

WHEREAS: The City's current dispatch facilities are outdated and inadequate to support this endeavor so the consultant has recommended a new state-of-the-art facility be built at the Dearborn Administrative Center. The scope of this project would involve construction to convert the space, and the purchase of furniture, hardware and software upgrades, and

WHEREAS: Based on the attached estimates, it is anticipated that \$2,761,100 will be needed in capital funding to complete the project. A CGAP grant recognized on C.R. 4-177-14 provides \$678,475 of funding toward equipment and there have been private donations of \$105,000 and also start-up funding from the General Fund of \$100,000. The MIS Director is requesting that the balance needed of \$1,877,625 be provided by the General Fund. Should more than three communities, including Dearborn, be authorized to participate, an additional \$600,000 in CGAP funding is available which would reduce the General Fund contribution by that amount; therefore be it

RESOLVED: That a budget appropriation of \$1,877,625 from General Fund fund balance as a contribution to the Facilities Fund, Police, Capital Project Support budget, Project K22515 be and is hereby authorized; be it further

RESOLVED: That the Finance Director is hereby authorized to recognize and appropriate the amount of \$1,877,625 in Project K22515.

This resolution was unanimously adopted.

Capital Costs Estimated Budget

| Dearborn, Dearborn Heights & Melvindale Consolidated Dispatch | | |
|--|------------------------|--|
| Investment | Estimated Cost | Notes |
| Building Renovation - Location 1 & 2* | \$ 696,364.00 | Lowest bidder plus \$30,000 Conting. |
| Phone System Upgrade (West/Intrado) + | \$ 327,482.00 | |
| Dispatch Furniture + | \$ 228,166.00 | |
| Motorola Radio Consoles (8)* + | \$ 750,306.00 | |
| Point to Point Microwave (MPSCS) * | \$ 138,855.00 | Connect dispatch to MPSCS |
| Radio Installation & Programming * | \$ 156,482.00 | |
| Melvindale Conversion * | \$ 21,130.00 | \$4400 Membership + \$10930 MDC + \$5800 Connect |
| Monitors (72) / Computers (29) | \$ 41,240.00 | 12 x 6 = 72 72 x \$170 = \$12,240 + \$29,000 |
| Misc Office Equip | \$ 20,000.00 | TV/ display, shredder, chairs, copier |
| Digital Recorder + | \$ 56,000.00 | |
| Consulting Services 2015/2016 | \$ 144,000.00 | |
| Architect | \$ 51,075.00 | |
| ProQA EMD Software + | \$ 130,000.00 | Priority Dispatch |
| GRAND TOTAL | \$ 2,761,100.00 | |
| CGAP Grant Applied | \$ 678,475.00 | Dispatch Hardware/ Build Out/ Wiring/ Software |
| General Funds Available | \$ 205,000.00 | |
| TOTAL Impact to General Fund | \$ 1,877,625.00 | |
| + Not to exceed pricing | | |
| * Grant funded in part | | |

By Bazzy supported by Sareini.

11-620-16. WHEREAS: In January 2015, C.R. 2-59-15 authorized the establishment of Project K22515 to hire a consultant to evaluate and make recommendations on the feasibility of a consolidated dispatch operation to enhance interoperability and emergency service delivery among Dearborn and potential participating neighboring communities, and

WHEREAS: The City's current dispatch facilities are outdated and inadequate to support this endeavor so the consultant has recommended a new state-of-the-art facility be built at the Dearborn Administrative Center. The scope of this project would involve construction to convert the space, and the purchase of furniture, hardware and software upgrades, and

WHEREAS: The consultant has also recommended amendments (attached) to the current Dispatch operating budget to provide sufficient budget for a best-practices dispatch call-taking model. The recommendations anticipate hiring nine additional Dispatchers with initial participation by Melvindale and Dearborn Heights during the last three months of FY17, and

WHEREAS: The MIS Director is requesting that \$214,300 in service fees from Dearborn Heights be recognized and \$294,900 in expenditures be appropriated from General Fund fund balance in the Police Department, Dispatch budget to fund consolidated dispatch operations for the remainder of FY17. The amendment to expenditures is anticipated to exceed service fees collected because start-up costs are anticipated beginning in January but services will not actually be provided to Dearborn Heights until three months later; therefore be it

RESOLVED: That the Finance Director is hereby authorized to recognize \$214,300 in service fees from Dearborn Heights and to appropriate \$294,900 in expenditures from General Fund fund balance in the Police Department, Dispatch budget to fund Consolidated Dispatch Center Operations for the remainder of FY17.

This resolution was unanimously adopted.

By Tafelski supported by Bazzy.

11-621-16. WHEREAS: The property located at 7555 Coleman was foreclosed on by the Wayne County Treasurer because the 2013 taxes were not paid, and

WHEREAS: The City of Dearborn exercised its right of first refusal and purchased 7555 Coleman from the Wayne County Treasurer through the tax reversion process, and

WHEREAS: The City's public purpose in purchasing the house was that it was registered as a non-owner occupied residence with an extensive history of code violations, and

WHEREAS: H & M Corporation, Inc. was the owner of the property before the foreclosure, having acquired it in 2009, and

WHEREAS: Zouhair Younes, on behalf of H & M Corporation submitted a letter to the City Council, requesting approval to buy the house back from the City, and

WHEREAS: According to Mr. Younes, 7555 Coleman is a rental property and he inadvertently paid the 2015 taxes rather than paying the most delinquent taxes - the 2013 taxes - which caused the house on Coleman to be foreclosed, and

WHEREAS: He also claims that he entered into a payment plan with Wayne County in January 2016, but defaulted on those payments because he had to leave the country to tend to a sick relative, and

WHEREAS: According to a representative from the Wayne County Treasurer's Office, a payment plan was executed, but the former owner failed to pay the required 60% by June 30, 2016 (only 30% was paid). Currently, H & M would be required to pay \$12,088.78 to bring all payments to current status, and

WHEREAS: In the past, requests for redemption have been considered on a case-by-case basis, taking the following criteria into consideration: reason for non-payment, proximity to other City-owned properties, occupancy status, status as rental property, history of maintenance, condition of property, size of property, and public purpose for the City retaining the property, and

WHEREAS: Applying the goals cited by the City Council when it voted to acquire 7555 Coleman, it is recommended that the request submitted by Mr. Younes on behalf of H & M Corporation, Inc. to purchase the property back from the City should be denied; therefore be it

RESOLVED: That Zouhair Younes' request to repurchase the property located at 7555 Coleman on behalf of former owner H & M Corporation, Inc. is hereby denied; be it further

RESOLVED: That a public purpose is served by the City denying Mr. Younes' request so that the City may evaluate the condition of the house and require that the house be owner-occupied in order to fulfill the City's desire to increase the number of owner occupied dwellings; be it further

RESOLVED: That a public purpose will further be served by the City denying Mr. Younes' request to repurchase 7555 Coleman since it has had an extensive history of code violations and denying the request will protect surrounding residential properties from decline.

11-622-16. Tafelski and O'Donnell - Call for question - The call for question was adopted as follows: Yes: Bazzy, O'Donnell, Sareini, Shooshanian and Tafelski (5). No: Abraham and Dabaja (2). Absent: none (0).

The original resolution was adopted as follows: Yes: Abraham, Bazzy, Dabaja, O'Donnell, Sareini, Shooshanian and Tafelski (7). No: none. Absent: none (0).

By Tafelski supported by Shooshanian.

11-623-16. WHEREAS: The property located at 7630 Mead was foreclosed on by the Wayne County Treasurer because the 2013 taxes were not paid, and

WHEREAS: The City of Dearborn exercised its right of first refusal and purchased 7630 Mead from the Wayne County Treasurer through the tax reversion process, and

WHEREAS: The City's public purpose in purchasing the house was that it was registered as a non-owner occupied residence on a 35 ft. lot,

WHEREAS: Aziza Maatouk owned the property in 2011 before it was foreclosed on by the mortgage company, and

WHEREAS: Ms. Maatouk is currently living in the house and claims she was not permitted to make payment arrangements with Wayne County since the property was not in her name, and

WHEREAS: According to a representative from the Wayne County Treasurer's Office, only the property owners (not tenants or occupants) are permitted to enter into payment agreements, and

WHEREAS: Ms. Maatouk's daughter-in-law submitted a letter requesting that City Council allow Aziza Maatouk to purchase the house back from the City, and

WHEREAS: In conversation, Ms. Maatouk's daughter-in-law also disclosed that there are 8 people that currently reside at the one-story, 3-bedroom, 904 square ft. house, and

WHEREAS: The previous owner in the chain of title is American Loan Servicing, LLC. and the most recent Certificate of Occupancy shows 7630 Mead as a rental property, naming American Loan Servicing as the owner, and

WHEREAS: Currently, there is \$12,572.14 required to be paid to bring outstanding taxes and payments to current status, and

WHEREAS: In the past, requests for redemption have been considered on a case-by-case basis, taking the following criteria into consideration: reason for non-payment, proximity to other City-owned properties, occupancy status, status as rental property, history of maintenance, condition of property, size of property, and public purpose for the City retaining the property, and

WHEREAS: Applying the goals cited by the City Council when it voted to acquire 7630 Mead, it is recommended that the request submitted by Ms. Maatouk to purchase the property from the City should be denied. Ms. Maatouk is not listed as the previous owner of the property, the house is 904 square ft. that was built on a slab, and is located on a 35 ft. lot, and

WHEREAS: It is further recommended that the house be demolished and the lot sold for side yard to adjacent homeowners or land banked for future development; therefore be it

RESOLVED: That the request to sell the property located at 7630 Mead to Aziza Maatouk is hereby denied; be it further

RESOLVED: That a public purpose is served by the City denying Ms. Maatouk's request since Aziza Maatouk is not listed as the previous owner of the property, it is non-owner occupied, the house is 904 square ft. that was built on a slab, and is located on a 35 ft. lot, be it further

RESOLVED: That a public purpose will further be served by the City denying Ms. Maatouk's request to purchase 7630 Mead because the overall neighborhood will be better served by demolishing the house and selling the lot for side yard to adjacent homeowners for lot expansion or land banking it for future development.

This resolution was unanimously adopted.

By Bazzy supported by Shooshanian.

11-624-16. RESOLVED: That receipt of a donation in the amount of \$4,236.50 from the Museum Guild of Dearborn to the Dearborn Historical Museum is hereby acknowledged and accepted; be it further

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

RESOLVED: That the Finance Director be and is hereby authorized to acknowledge the donation towards expenditures for the Museum in the General Fund Historical Department.

This resolution was unanimously adopted.

By Bazzy supported by Shooshanian.

11-625-16. WHEREAS: The Dearborn Police Department received an offer to donate equipment and installation services, totaling \$7,220 from Identify Incorporated. The purpose of this donation is to furnish a video upgrade to the Dearborn Police Mobile Command center video monitoring system, and

WHEREAS: This project will allow the Police Department to take a significant step towards enhancing the delivery of public safety services. The video upgrade platform will include installing, programming, set-up, testing and training of Police Department personnel, and

WHEREAS: Completion of the upgrade will facilitate a pathway to achieve interoperability with other compatible platforms such as the Dearborn Parks and Recreation. The Police Department is requesting that Dearborn City Council recognizes and adopts the \$7,222 donation of equipment and installation services from Identify Incorporated; therefore be it

RESOLVED: That the donation from Identify Incorporated of equipment and installation services in the amount of \$7,222 to upgrade the Mobile Command Center be and is hereby recognized and acknowledged.

This resolution was unanimously adopted.

There being no further business, upon a motion duly made, seconded and adopted, the Council then adjourned at 8:51 P.M.

APPROVED:

President of the Council

ATTESTED:

Acting City Clerk