

REGULAR MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

February 27, 2012

The Council convened at 7:33 P.M., President of the Council Thomas P. Tafelski presiding. Present at roll call were Councilmembers Abraham, Bazzy, Hubbard, O'Donnell, Sareini, Shooshanian and President of the Council Tafelski; absent, none. A quorum being present, the Council was declared in session.

Pastor Bret Abdullah of Springwells Fellowship Assembly of God delivered the invocation.

By Hubbard supported by Shooshanian.

2-89-12. RESOLVED: That the minutes of the previous regular meeting of February 7 and the special closed meeting of February 13, 2012, and the same are hereby approved as recorded and published.

The resolution was unanimously adopted.

By Sareini supported by Bazzy.

2-90-12. RESOLVED: That Ordinance No. 12-1350 be taken from the table and placed upon its final reading.

The resolution was unanimously adopted.

The Clerk then read Ordinance No. 12-1350 entitled, "An Ordinance to Amend the Administration Chapter (Chapter 2) of the Code of the City of Dearborn by Amending Article II, Division 7, entitled 'Department of Recreation and Parks'."

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?"

2-90-12. Upon roll call the Ordinance was unanimously adopted.

By Bazzy supported by Hubbard.

2-91-12. RESOLVED: That Ordinance No. 12-1351 be taken from the table and placed upon its final reading.

The resolution was unanimously adopted.

The Clerk then read Ordinance No. 12-1351 entitled, "An Ordinance to Amend the Fees for Permits and Inspections Chapter (Chapter 9) of the Code of the City of Dearborn by Amending Sec. 9-33 of Article II, entitled 'Construction'."

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?"

2-91-12. Upon roll call the Ordinance was unanimously adopted.

Councilmember Sareini introduced Ordinance No. 12-1352, entitled, "An Ordinance to Amend the Water and Sewers Chapter (Chapter 19) of the Code of the City of Dearborn by Amending Article I, Sec. 19-34, entitled 'Meter Reading; Accounts'."

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 Shooshanian.

2-92-12. RESOLVED: That proposed Ordinance No. 12-1352 be laid on the table.

The resolution was unanimously adopted.

By Sareini supported by Bazzy.

2-93-12. RESOLVED: That all bids received for Janitorial Services at the 19th District Court are hereby rejected except the bid of Kristel Cleaning, Inc. in the approximate amount of \$22,740, 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 General Fund, 19th District Court, Operating Fund, Cleaning Services, Janitor Service City Buildings Account (Account #101-1100-411.42-10) with services made after June 30, 2012 being contingent upon the adoption of the FY13 Budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Hubbard supported by Sareini.

2-94-12. RESOLVED: That all bids received for the Demolition of the Metro Inn, based upon the Court's decision, are hereby rejected except International Construction for Alternate 1 (Complete site) in the amount of \$292,733; Able Demolition for Alternate 2 (Buildings D & E) in the amount of \$79,000; **or** International Construction for Alternate 3 (Buildings A, B, and C, the restaurant and pool) in the amount of \$194,980, 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 General Capital Improvement, Project A55611 Metro Inn Demolition with the budget limited to \$293,723; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Hubbard supported by Sareini.

2-95-12. RESOLVED: That City Council hereby rescinds C.R. 4-166-11 which awarded a contract to First Place Bank to Provide Lockbox Payment Processing Services for the Treasury Division due to a Cease and Desist Order from the Office of Thrift Supervision; be it further

RESOLVED: That all re-submitted bids received to Provide Lockbox Payment Processing Services are hereby rejected except the bid of Alliance Payment Solutions, Inc. in the three-year total amount of \$131,211.28, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal three-year 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 three-year contract shall be financed from the General Fund, Treasurer, Contractual Services Account in the amount of \$39,363.38 and from the Water Fund, Public Works, Contractual Services Account in the amount of \$91,847.90 with services being made after June 30, 2012 being contingent upon the adoption of the FY13 and FY14 Budgets; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Sareini supported by Hubbard.

2-96-12. RESOLVED: That all proposals received for Debt Collection Services for Treasury are hereby rejected except the proposal of I.C. System, Inc. in the amount of 25% of debt collected, that the aforementioned proposal is hereby accepted, that the Mayor is hereby authorized to execute a formal five-year contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the proposal have been fully complied with; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Abraham supported by Sareini.

2-97-12. RESOLVED: That all statements of qualifications received for Internal Control, Internal Auditing and Fraud Investigation Consulting are hereby rejected except the statements of Experis Finance, Rehmann Corporate Investigative Services, Clifton Gunderson LLP, UHY Advisors, Cendrowski Corporate Advisors, Eide Bailly, LLP, and BKD, LLP in the five-year combined total amount of \$230,000, that the aforementioned statements are hereby accepted, that the Mayor is hereby authorized to execute formal five-year contracts upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the statements have been fully complied with; be it further

RESOLVED: That these five-year contracts shall be financed from the General Fund, Finance Department, Professional Services Account in the amount of \$30,000 from the FY12 Budget and in the annual amount of \$50,000 for the remaining four years upon adoption of the FY13, FY14, FY15 and FY16 Budgets; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Hubbard.

2-98-12. WHEREAS: The City presently has a contract with Beal, Inc. (C.R. 6-287-11) for Interior Painting of Hubbard Manors East and West and Miscellaneous Painting for City Buildings, and

WHEREAS: The original contract specifications allow for two one-year renewals beyond the expiration of the present contract. This is the first renewal, and

WHEREAS: Beal, Inc. has offered to renew the present contract with a six percent price reduction for the period of July 1, 2012 through June 30, 2013; be it

RESOLVED: That the contract for Interior Painting of Hubbard Manors East and West and Miscellaneous Painting for City Buildings is hereby renewed with Beal, Inc. for the period of July 1, 2012 through June 30, 2013 in the approximate amount of \$43,175; be it further

RESOLVED: That this contract renewal shall be financed from the Seniors Apartment Operating Fund, Housing, Repair and Maintenance, Interior Painting Account (Account #535-5500-901.43-13) in the approximate amount of \$23,175 and from various City Department Budgets as needed in the approximate amount of \$20,000 with Painting Services made after June 30, 2012 being contingent upon the adoption of the FY13 Budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Hubbard.

2-99-12. WHEREAS: The City presently has a contract with G.V. Cement Contracting Company (C.R. 3-104-11) for Street Paving, Curb, and Catch Basin Construction, and

WHEREAS: The original contract specifications allow for two one-year renewals beyond the expiration of the present contract. This is the second and final renewal, and

WHEREAS: G.V. Cement Contracting Company has offered to renew the present contract prices; be it

RESOLVED: That the contract for Street Paving, Curb, and Catch Basin Construction is hereby renewed with G.V. Cement Contracting Company in the total amount of \$1,511,137; be it further

RESOLVED: That this contract renewal shall be financed through Capital Improvement Project Q59812 with a funding breakdown as follows:

(202-2009-452.45-20) Major Street Fund	\$ 185,900
(203-2009-452.45-20) Local Street Fund	\$ 878,200
(401-2009-435.45-20) General Capital Improvement	\$ 213,200
(401-2010-435.45-20) Public Works Billable	\$ 10,000
(590-2006-435.45-20) Sewer Fund	\$ 102,100
(591-2011-435.45-20) Water Fund	<u>\$ 101,737</u>
Total	\$1,491,137

be it further

RESOLVED: That an additional \$20,000 for concrete work pursuant to demolitions of both City-owned and non City-owned properties shall be financed by the appropriate land acquisition project in the General Capital Improvement Fund, Demolition Expense Account and non City-owned properties shall be financed from the Residential Services Department, Building Demolition Services Account in the General Fund and shall be billed to the property owner; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Hubbard supported by O'Donnell.

2-100-12. WHEREAS: The City presently has a contract with Downunder Municipal Services, LLC (C.R. 10-603-10) for Cleaning and Video Inspection of Sewers, and

WHEREAS: The original contract specifications allow for two one-year renewals beyond the expiration of the present contract. This will be the first renewal, and

WHEREAS: Downunder Municipal Services, LLC has offered to renew the present contract prices; be it

RESOLVED: That the contract for Cleaning and Video Inspection of Sewers is hereby renewed with Downunder Municipal Services, LLC in the amount of \$123,000; be it further

RESOLVED: That this contract renewal shall be financed from the Sewer Fund, Public Works, Construction Services Account, Project N95300 in the amount of \$43,000 and Project N95400 in the amount of \$80,000 with services made after June 30, 2012 being contingent upon the adoption of the FY13 Budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Hubbard supported by Sareini.

2-101-12. WHEREAS: The Health Department closed to the public in June 2011. There was no budget adopted for the department in FY12 but closing costs have been incurred and residual revenues received during this fiscal year; be it

RESOLVED: The Finance Director is hereby authorized to recognize revenues in the amount of \$34,600 and appropriate closing costs in the amount of \$13,100 for the closure of the City's Health Department as follows:

Revenues:	
Medicare receipts	\$ 6,500
Miscellaneous revenue (primarily vaccine returns)	<u>\$28,100</u>
Total revenues	<u>\$34,600</u>

Expenditures:	
PT wages and benefits	\$ 9,200
Contractual services (paper shredding, x-ray machine disposal, medical waste disposal)	\$ 1,300
Phones	\$ 200
Operating supplies	\$ 200
Credit card service fees	\$ 200
Contingency	<u>\$ 2,000</u>
Total expenditures	<u>\$13,100</u>

be it further

RESOLVED: That the closure is in its final phases and the facility has nearly been vacated; contingency is approved in case of additional unforeseen costs; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Hubbard supported by Sareini.

2-102-12. WHEREAS: Wayne County has required a financial guarantee for the restoration of construction activity related to the CSO. The purpose of this financial guarantee is to provide leverage and/or the resources to perform restoration work in the event that a site is not adequately returned to preconstruction conditions, and

WHEREAS: Council Resolution 3-109-08 authorized the issuance of a "Bank Letter of Credit" and extended by Council Resolutions 12-815-08, 2-73-10, 2-93-11 and now through February 28, 2013, and

WHEREAS: Council Resolution 2-93-11 authorized an extension of this "Bank Letter of Credit" through February 28, 2012 in the amount of \$150,000 and Wayne County has required that this letter of credit be extended until February 28, 2013; be it

RESOLVED: That City Council hereby authorizes the extension of a letter of credit to Wayne County until February 28, 2013 in the amount of \$150,000 for a financial guarantee for the restoration of construction activity related to the CSO Project, Permit #C-44815, Plan Review #R 07-016 in the event that a site is not adequately returned to preconstruction conditions; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Sareini supported by Hubbard.

2-103-12. WHEREAS: The decision for city crews to remove Loose Leaves from city streets in the fall of 2011 was made late into the season and therefore never properly budgeted for in the Sanitation Division. The cost for Loose Leaf Pick-up by city crews exceeded the budget by \$230,000:

Personnel	\$331,554.17
Equipment	<u>\$298,403.96</u>
Total	\$629,958.13

and

WHEREAS: As allowed by Act 51, these costs were charged to the Major & Local Street Funds as follows:

Major Street Fund	\$204,672.03
Local Street Fund	\$425,286.10

and

WHEREAS: The adopted budget for the Sanitation Department included contributions to the Major & Local Street Funds for leaf pick-up in the total amount of \$400,000, and

WHEREAS: The Department of Public Works has requested that City Council authorize an appropriation of the General Fund fund balance in the amount of \$230,000 as a contribution to the Major & Local Street Funds and to recognize and appropriate this contribution in the Major & Local Street funds for the Fall 2011 Loose Leaf Pick-up Program; be it

RESOLVED: That City Council hereby authorizes an appropriation of the General Fund fund balance in the amount of \$230,000 as a contribution to the Major & Local Street Funds and authorizes the Financed Director to recognize and appropriate this contribution in the Major & Local Street funds for the Fall 2011 Loose Leaf Pick-up Program; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Shooshanian supported by Bazzy.

2-104-12. WHEREAS: The Engineering Division has requested to fill a Construction Engineering Technician 1 position by April 1, 2012. The position has been budgeted for in the FY13 budget, but due to the start of the construction season, the Engineering Division has requested to fill the position by April 1, 2012 so as not to delay the schedule of upcoming construction projects, and

WHEREAS: In a cost savings measure, the Engineering Division will not retain outside consultant(s) to design and execute Sewer Separation Projects. Instead, the division staff will now provide the design and inspections of current and future sewer separation projects throughout the City, and

WHEREAS: The three-month costs for wages and benefits for the Construction Engineering Technician is \$15,721.50, and

WHEREAS: The Department of Public Works has requested City Council authorize the addition of the Construction Engineering Technician 1 position and direct the Treasurer/Finance Director to appropriate \$15,275 of the Water Fund Retained Earnings to the relevant personnel accounts in the Division of Engineering to cover the expenses; be it

RESOLVED: That City Council hereby authorizes the addition of a Construction Engineering Technician 1 position for a three-month FY12 cost of \$15,721.50 in wages and benefits for the design and inspections of current and future sewer separation projects throughout the City; be it further

RESOLVED: That City Council hereby directs the Treasurer/Finance Director to appropriate \$15,275 from the Water Fund Retained Earnings to the relevant personnel accounts in the Division of Engineering to cover the expenses; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Abraham supported by Hubbard.

2-105-12. WHEREAS: The Treasury Division was notified that 3437 Roosevelt, 3413 Edgewood, and 2734 Hubbard were purchased by MSR Holdings LLC at Wayne County's October 2011 foreclosure sale, and

WHEREAS: The 3437 Roosevelt (Parcel 82-09-284-22-013), 3413 Edgewood (Parcel #82-09-263-16-019) and 2734 Hubbard (Parcel #82-09-282-19-030) properties have delinquent miscellaneous receivable charges and water charges on the 2011 summer tax roll as follows:

Parcel # 82-09-284-22-013 (3437 Roosevelt):	
Water account # 19-0353-6	
Water Base Bill	\$ 176.18
Penalty	\$ 80.14
25% Transfer Fee	<u>\$ 64.08</u>
Total to be adjusted	\$ 320.40

Invoice # 12066,13475,14146	
Property Maintenance	\$ 291.00
Penalty	\$ 13.58
25% Transfer Fee	<u>\$ 75.75</u>
Total to be adjusted	\$ 380.73

Parcel # 82-09-263-16-019 (3413 Edgewood):	
Water account # 13-0635-4	
Water Base Bill	\$ 177.89
Penalty	\$ 68.02
25% Transfer Fee	<u>\$ 61.48</u>
Total to be adjusted	\$ 307.39

Invoice # 12054,14247	
Property Maintenance	\$ 194.00
Penalty	\$ 9.70
25% Transfer Fee	<u>\$ 50.93</u>
Total to be adjusted	\$ 254.63

Parcel # 82-09-282-19-030 (2734 Hubbard):	
Water account # 13-0635-4	
Water Base Bill	\$3,564.14
Penalty	\$1,399.61
25% Transfer Fee	<u>\$1,240.94</u>
Total to be adjusted	\$6,204.69

and

WHEREAS: The Treasury Division was notified that 15401 Tireman was purchased by Mohammed Nimer LLC at Wayne County's October 2011 foreclosure sale, and

WHEREAS: The 15401 Tireman (Parcel #82-10-063-01-007) property has delinquent miscellaneous receivable charges and water charges on the 2011 summer tax roll as follows:

Parcel 82-10-063-01-007 (15401 Tireman):	
Water account # 1-0046-8	
Water Base Bill	\$ 827.80
Penalty	\$ 357.60
25% Transfer Fee	<u>\$ 296.35</u>
Total to be adjusted	\$1,481.75

Invoice # 12534, 13229, 13619, 14294	
Property Maintenance	\$ 388.00
Penalty	\$ 16.49
25% Transfer Fee	<u>\$ 101.12</u>
Total to be adjusted	\$ 505.61

and

WHEREAS: The Treasury Division was notified that 24715 Boston was purchased by Matthew Endersbe at Wayne County's October 2011 foreclosure sale, and

WHEREAS: The 24715 Boston (Parcel #82-09-294-07-032) property has delinquent water charges on the 2011 summer tax roll as follows:

Parcel 82-09-294-07-032 (24715 Boston):	
Water account # 17-1022-8	
Water Base Bill	\$1,124.98
Penalty	\$ 433.98
25% Transfer Fee	<u>\$ 389.73</u>
Total to be adjusted	\$1,948.64

and

WHEREAS: The Treasury Division was notified that 4230 Calhoun was purchased by Fadel A. Safi at Wayne County's October 2011 foreclosure sale, and

WHEREAS: The 4230 Calhoun (Parcel #82-10-173-05-013) property has delinquent water charges on the 2011 summer tax roll as follows:

Parcel 82-10-173-05-013 (4230 Calhoun):	
Water account # 9-0791-1	
Water Base Bill	\$ 567.28
Penalty	\$ 191.89
25% Transfer Fee	<u>\$ 189.79</u>
Total to be adjusted	\$ 948.96

and

WHEREAS: The Treasury Division was notified that 10300 Warren was purchased by Bashar Imam at Wayne County's October 2010 foreclosure sale, and

WHEREAS: The 10300 Warren (Parcel #82-10-054-37-014) property has delinquent miscellaneous receivable charges and water charges on the 2011 summer tax roll as follows:

Parcel 82-10-054-37-014 (10300 Warren):	
Water account # 2-1591-8	
Water Base Bill	\$ 558.34
Penalty	\$ 239.17
25% Transfer Fee	<u>\$ 212.98</u>
Total to be adjusted	\$1,064.90

Invoice # 11580,13782,14541	
Property Maintenance	\$ 372.70
Penalty	\$ 27.31
25% Transfer Fee	<u>\$ 100.00</u>
Total to be adjusted	\$ 500.01

and

WHEREAS: The Treasury Division was notified that 13211 Bryan was purchased by Asia Mohamed at the Wayne County October foreclosure sale, and

WHEREAS: The 13211 Bryan (Parcel #82-10-173-12-026) property has delinquent water charges on the 2011 summer tax roll as follows:

Parcel 82-10-173-12-026 (13211 Bryan):	
Water account # 9-0728-8	
Water Base Bill	\$308.99
Penalty	\$136.41
25% Transfer Fee	<u>\$111.35</u>
Total to be adjusted	\$556.75

and

WHEREAS: The Treasury Division was notified that 7901 Freda was purchased by Mohamed Elouta at the Wayne County November foreclosure sale, and

WHEREAS: The 7901 Freda (Parcel #82-10-054-10-019) property has delinquent water charges on the 2011 summer tax roll as follows:

Parcel 82-10-054-10-019 (7901 Freda):
 Water account # 2-0962-6
 Water Base Bill \$ 773.12
 Penalty \$ 409.47
 25% Transfer Fee \$ 295.65
 Total to be adjusted \$1,478.24

and

WHEREAS: The Treasury Division was notified that 3336 Williams was purchased by In & Out Property Maintenance Inc. at the Wayne County November foreclosure sale, and

WHEREAS: The 3336 Williams (Parcel #82-09-273-19-024) property has delinquent water charges on the 2011 summer tax roll as follows:

Parcel 82-09-273-19-024 (3336 Williams):
 Water account # 12-0235-8
 Water Base Bill \$ 247.13
 Penalty \$ 106.31
 25% Transfer Fee \$ 88.36
 Total to be adjusted \$ 441.80

and

WHEREAS: The Treasury Division was notified that 7535 Littlefield was purchased by Mohamad Jomaa at the Wayne County October foreclosure sale, and

WHEREAS: The 7535 Littlefield (Parcel #82-10-054-27-011) has delinquent miscellaneous receivable and water charges on the 2011 summer tax roll as follows:

Parcel 82-10-054-27-011 (7535 Littlefield):
 Water account # 2-1561-7
 Water Base Bill \$ 176.18
 Penalty \$ 81.23
 25% Transfer Fee \$ 64.35
 Total to be adjusted \$ 321.76

Invoice # 11596,14493, 14971
 Property Maintenance \$ 404.36
 Penalty \$ 29.08
 25% Transfer Fee \$ 108.36
 Total to be adjusted \$ 541.80

and

WHEREAS: Under current property tax law, the purchaser at the county foreclosure sale is not responsible for the payment of the delinquent liens on the 2011 summer tax bills for parcels purchased at public auction, and

WHEREAS: The Department of Law stated that according to MCL 211.78k and 211.78m, a judgment foreclosure extinguishes any liens against the property and vests the governmental unit (Wayne County) with a good and marketable fee simple title, and

WHEREAS: When a person buys property at county auction, that person is not responsible for the payment of prior years' taxes and any liens in existence as of December 31 following the date of sale, and

WHEREAS: The delinquent miscellaneous and water charges existed prior to December 31 following the date of purchase at the foreclosure auction and the purchaser is not responsible for payment; be it

RESOLVED: That this Council does hereby adjust the 2011 summer tax roll in the amount of \$17,258.06; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Hubbard.

2-106-12. WHEREAS: The City of Dearborn is dedicated to maintaining and beautifying the landscape in common spaces, neighborhood parks, and residential areas, and

WHEREAS: Independent Transmission Company (ITC) awarded the City of Dearborn a grant in the amount of \$5,000 for landscaping and planting in common spaces, neighborhood parks, and compatible species plantings in residential areas, and

WHEREAS: Landscaping in the common area of the Intermodal Passenger Rail Station site is an appropriate use of the ITC grant funds; be it

RESOLVED: That Economic & Community Development Director Barry Murray be and is hereby authorized to execute the agreement with ITC and utilize the funds for landscaping at the site of the Intermodal Passenger Rail Station; be it further

RESOLVED: That the Finance Director be and is hereby authorized to recognize and appropriate the grant proceeds of \$5,000 from ITC in the General Capital Improvement Fund Project J08011; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Hubbard.

2-107-12. WHEREAS: Franklin Street Real Estate provides real estate services in Clearwater, Florida. The Company has more than 40 years of apartment brokerage experience and sales in excess of \$2B in multifamily deals, and

WHEREAS: For more than a year, Franklin Street has been monitoring the Dearborn Towers property in conjunction with the real estate market in the Clearwater area. In so doing, Franklin Street has become familiar with the unique issues at Dearborn Towers including sale price constraints (average of three appraisals), asbestos surveys, rent structures, fire suppression requirements and costs of renovations, and

WHEREAS: Franklin Street, by its director, Kevin Kelleher, has requested the opportunity to market Dearborn Towers for a 30-day period. Mr. Kelleher believes that a quality marketing process by an experienced broker will result in the sale of the property. Mr. Kelleher has advised that Franklin Street maintains a vast database of buyers and brokers and embraces all technology available to provide quality exposure, and

WHEREAS: Mr. Kelleher understands that the Dearborn voters authorized the sale of Dearborn Towers as long as the price was at least the average of three appraisals. That average is \$5,975,000. And, while Mr. Kelleher normally charges a 3% broker fee, depending on the offer(s) received, that fee is negotiable; now therefore be it

RESOLVED: That based on the foregoing, the Mayor is authorized to enter into an agreement with Franklin Street Real Estate for the marketing of Dearborn Towers for a 30-day period; be it further

RESOLVED: That the Mayor is authorized to extend the 30-day period for one successive 30-day period, if it is found to be in the best interest of the City of Dearborn; be it further

RESOLVED: That an exception from competition for this procurement in accordance with Section 2-568(1) of the Code of the City of Dearborn is warranted; professional services may be procured without formal competition upon a showing that the professional offering the service has special or unique knowledge advantageous to the city, or is offering a service that depends primarily on the professional's invention, imagination or talent; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by O'Donnell.

2-108-12. WHEREAS: The City of Dearborn's Neighborhood Stabilization Program (NSP) utilizes funding from several resources (including US Department of Housing and Urban Development NSP1 and NSP3, and Wayne County HOME Consortia funding) for the acquisition, rehabilitation and resale of City-owned residential properties to low, moderate, or middle-income homebuyers, and

WHEREAS: Council Resolution 6-393-10 adopted the "City of Dearborn, Neighborhood Stabilization Program, HUD-NSP Assisted Acquisition & Rehabilitation Homebuyer Assistance Guidelines, Revision 1" as an alternate method for the disposition of renovated residential property, and

WHEREAS: The availability of multiple resources with varying requirements, declining market values and program experience suggest that additional program revisions are prudent and necessary; therefore be it

RESOLVED: That renamed program guidelines, "First-Time Homebuyer Program Guidelines, Revision #2" is adopted as presented; be it further

RESOLVED: That the Economic & Community Development Department is hereby authorized to administer the guidelines in accordance with program regulations; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Shooshanian.

2-109-12. WHEREAS: The City of Dearborn wishes to share the services of their Management of Information Systems Department (MIS) with the City of Dearborn Heights for purposes of supporting the City of Dearborn Heights information technology needs, and

WHEREAS: The City of Dearborn employs an MIS staff and is willing to share their services and time with the City of Dearborn Heights on an ongoing basis as described in the attached Service Level Agreement, and

WHEREAS: The City of Dearborn and the City of Dearborn Heights find that it is in the best interests of their respective municipalities to collaborate for the delivery of these important services to the City of Dearborn Heights on the terms and conditions specified in this Agreement; now therefore be it

RESOLVED: That 1. The purpose of this Agreement is to utilize the information technology staff of the City of Dearborn to support the information technology needs of the City of Dearborn Heights. The Agreement is intended to be consistent with the goals of the State of Michigan's Economic Vitality Incentive Program (EVIP), Public Acts 63 of 2011; be it further

RESOLVED: That 2. This Agreement shall commence on March 1, 2012. This Agreement shall continue year-to-year unless either party terminates it pursuant to paragraph 5; be it further

RESOLVED: That 3. The City of Dearborn Heights agrees to pay the City of Dearborn an annual fee of \$100,000 for the services provided under this Agreement, payable in advance within 30 days of the effective date of this Agreement and for subsequent years, within 30 days of the annual anniversary of this Agreement; be it further

RESOLVED: That 4. The scope of services to be provided by the City of Dearborn to the City of Dearborn Heights are set forth in the attached Service Level Agreement which is incorporated by reference into this Agreement, as it may be amended from time to time on a mutually agreeable basis; be it further

RESOLVED: That 5. This Agreement may be terminated for convenience by either party with sixty days prior notice. In such event, the City of Dearborn will refund to the City of Dearborn Heights the unused portion of the annual fee on a pro rata basis within thirty days of the effective date of the termination of the Agreement; be it further

RESOLVED: That 6. Each Party will bear its own cost of performing under this Agreement; be it further

RESOLVED: That 7. Each Party shall hold harmless, and indemnify the other Party and its directors, officers, elected officials, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, and attorneys' fees for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding the services provided or to be provided under this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct; be it further

RESOLVED: That 8. The primary contacts under the terms of this Agreement are:

City of Dearborn

City Clerk
13615 Michigan Ave.
Dearborn, MI 48126

Copy to

Corporation Counsel
13615 Michigan Ave., Ste 8
Dearborn, MI 48126

City of Dearborn Heights

City Clerk
6045 Fenton Ave.
Dearborn Heights, MI 48127

Mayor's Office
6045 Fenton Ave.
Dearborn Heights, MI 48127

be it further

RESOLVED: That 9. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties; be it further

RESOLVED: That 10. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner through mediation administered by a mediator selected by agreement of the Parties. All fees and expenses from mediation shall be borne by the Parties equally. However, each party shall bear the fees and expenses of its own counsel, agents, and employees associated with the mediation; be it further

RESOLVED: That 11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan and any legal action arising from this Agreement shall be filed in the Circuit Court for the County of Wayne or the U.S. District Court for the Eastern District of Michigan; be it further

RESOLVED: That 12. No waiver of any right under this Agreement shall be effective unless agreed to in writing by the Parties to this Agreement; be it further

RESOLVED: That 13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; be it further

RESOLVED: That 14. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision; be it further

RESOLVED: That 15. This Agreement constitutes the entire understanding of the Parties. It supersedes any oral representations that are inconsistent with or modify its terms and conditions; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

CITY OF DEARBORN
MANAGEMENT INFORMATION SYSTEMS
CITY OF DEARBORN HEIGHTS

Service Level Agreement (SLA)

Version 1.0

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Management Information Systems Service Level Agreement

I. Executive Summary

The purpose of this Service Level Agreement (SLA) is to acquaint city employees with the policies and standards of the Management Information Systems Department. Items that will be discussed in this document are the hours of operation, contact methods, departmental goals and end-user responsibilities. It should be used as a reference when requesting technical assistance. This agreement is between the Management Information Systems staff, herein referred to as MIS, and the employees of the City of Dearborn Heights, herein referred to as Users. Also, The City of Dearborn Heights will herein be referred to as the City.

II. Scope

The goal of the MIS Department is to improve and maintain a high level of customer support by providing consistent, reliable and timely support services. Our commitment to our customers is to provide support in the following areas:

- PC hardware and software purchasing, problem resolution, and/or installation.
- Networked printer/copier problem resolution or installation.
- Network services including Internet/Intranet and Local Area Network support
- Application software maintenance and support
- Internet/intranet server management
- AS400 server support
- Consulting and engineering
- Backup and/or disaster recovery services
- General Technical Questions
- Wireless and Remote Connectivity

While our tech support services will attempt to assist with all technology issues, our support and training commitments will focus on the standard products and services listed above. (Please see appendix A and B for detail information.)

This agreement is a living document and will be reviewed periodically for any necessary changes. No modifications to this document can be made without agreement and sign-off from all participants involved.

III. End-User Responsibilities

In order to receive services within the parameters committed to by the MIS Department; we suggest that all end-users adhere to the following guidelines:

- Report all problems to MIS either via phone or by using our on-line services. (Please see section VII – Requesting MIS Customer Support.)
- Problems should be reported in a timely manner.
- Familiarize yourself with support problem resolution standards, severity levels and response times.
- Provide direct point-of-contact(s) from your department as needed
- Participate, support and commit necessary resources as needed on project requests.
- Provide access to computers, printers, software and licensing, and other components.
- Provide keys/cipher-lock combinations/passwords (limited basis, only if and when required).
- Maintain proper software licensing.
- Read and follow the City's Service Level Agreement (SLA), Computer Use Policy, Email Policy and Internet User Policy. You can find a comprehensive detail of these policies and standards at <http://?????> under Policies.
- Periodically clean computer equipment. (i.e. dust, clean monitor screen, wipe up spills, etc.)

IV. Requesting MIS Customer Support Services

A. Basic Troubleshooting Steps

Before contacting customer support, we recommend some basic troubleshooting steps:

- Reboot, logon and try to recreate the error.
 - I. To re-boot your computer, select the "Start Button" in the lower left hand corner of your screen.
 - II. Select "Shutdown" from the Menu.
 - III. Select "Shutdown" in the drop down box.
 - IV. Once the unit powers off, wait 30 seconds, then turn your PC back on using the power button on the computer.
- Check all power plugs and make sure the power is on.
- Check to ensure all hardware components are powered on. (i.e. monitor, computer, printer, etc.)
- Check to ensure keyboard is in the proper case. (i.e. "caps lock" key not on for password issues.)
- Check that all computer cables are seated properly.

- If there is a printer problem check for printer jams, make sure cables are connected, clear print queue, and then turn printer off for 30 seconds.

B. Hours of Operation and Methods of Contact

MIS customer support services can be obtained:

Monday – Friday

7:30 a.m. – 5:00 p.m. EST (excluding Holidays)

Note: Voice mail and on-line work order requests received after 4:45 p.m. or during closed hours will be addressed on the next business day.

Note: 24/7 emergency support is available to Police/Dispatch, Fire/EMS and other departments when needed via paging system.

Support can be obtained using the following methods.

1. Calling 313-943-3054
2. MIS Self-Service Help Desk (Link provided on City of Dearborn Heights internal website or a shortcut on your desktop)

V. Customer Support Standards and Policies

A. Work Order Requests

When contacting MIS for assistance with any supported products or services, a work order ticket will be opened. The user's information and detailed description of the problem¹ will be entered. Resolution may be attempted with the support person and the user walking thru some advanced troubleshooting steps. If the issue cannot be resolved, the work order will be assigned a severity level² and forwarded to a technician.

B. Computer Hardware and Software Inventory Policies

(See Appendix A and B)

1. Hardware Policies

¹ Problem request – Incidents that interfere or prevent the user from completing their daily work activities. (i.e. computer hardware or software problems, printer, or networking issues.)

² Severity Levels - Flags used by support personnel to determine scheduling, prioritization and customer response times.

The MIS Department will assist with purchasing, inventorying, tracking, tagging and disposing of all City owned computer equipment. This includes items such as monitors, CPUs, laptops, palm pilots, printers, and scanners. MIS will not work on any equipment that has not been inventoried or approved by the MIS department. Once the equipment is inventoried, the original work order will be worked. At no time should anyone other than the MIS Department purchase equipment to be supported by the MIS Department without prior consent.

2. Software Policies

The MIS Department will install and support properly licensed and approved software. Only City owned software is installed on City owned machines. The MIS department will periodically verify software licensing to ensure compliance. If unlicensed software is found, it will be removed from the computer. MIS must hold a copy of any license agreement in order for software to be installed on any City owned computer.

C. Severity Levels and Response Parameters

Table 1 (source: MIS Department)

Problem Requests		
Severity Level	Description	Response Time to Customer**
Emergency (Priority 1)	Business Halted –Critical component down, multiple users affected. No work around exists.	4 hr.
High (Priority 2)	Business Impacted - Critical component(s) degraded. Multiple or single user affected. No work around exists.	4-8 hrs.
Medium (Priority 3)	Multiple, non-critical components down or degraded. Multiple or single users affected. Work-around exists.	2-3 business days
Low (Priority 4)	Non-critical problem or requirement. Little or no impact to business or to users.	4+ business days

***NOTE: Response Time is the time between the receipt of a call or on-line request and the time that an MIS Support employee begins working the issue. Due to the wide assortment of problems that can occur, and the tactics needed to resolve them, response time IS NOT defined as the time between the receipt of a call and the problem being resolved. After a technician has had the opportunity to troubleshoot the problem, the technician will give the user an estimated resolution timeframe. It is up to the technician and the user to negotiate and set any necessary deadlines.*

The severity levels listed in Table 1 are reserved for problem issues only. Enhancements, upgrades, M.A.C.s (moves, adds, and changes), new computer builds, project requests, user configuration and account set-ups will have a response time and priority level discussed/negotiated on a case-by-case basis. (Please see Appendix B for detail request and response times.)

Users can obtain a status of their work orders by calling 313-943-3054 or by visiting the MIS Self-Service Help Desk.

D. Support Specifications

The following support specifications will be utilized by MIS to assist in providing our customers with the best service possible:

- Altiris Helpdesk will be used to record, track and notify users of changes to status pertaining to their service requests.
- MIS may replace a non-functioning computer, desktop or notebook, with a minimally configured loaner only if one is available.
- If a technician encounters an access problem (physical access to a facility, password protected computer, etc.) corrective action may be held until the issue can be resolved.
- MIS may capture images from computers and use those images to rebuild computers with hardware or software issues. If non-standard software needs to be installed, the user must contact MIS customer support to open up a re-installation request. MIS is not responsible for the re-installation of non-City purchased/supported/licensed software (i.e. Instant Messaging Software, Webshots).
- MIS is not required to save or restore personal items stored on computers, such as music, pictures and screensavers.
- MIS Customer Support will facilitate contact and coordinate resolution with all 3rd party vendors.
- Users should not save work to their local C: drive. MIS is not responsible for the loss of data due to user's saving work to the local hard drive (C:). MIS will provide a home directory (H: drive) and a Shared (S:) drive for saving work and will

provide backups for these designated areas. In some occasions, MIS may provide restoration services, via a third party to restore files that have been saved locally. These services will be billed directly to the City.

E. Escalation Policy

MIS Customer Support acknowledges that the severity level of work order requests can be subjective and uses many factors when assigning the severity level. As a guideline, however, we proactively escalate work orders based on the assigned severity level. If you wish to have a work order escalated, you should first contact customer support, and the escalation will be handled from that point. If unsatisfied with the escalation through customer support, please contact the MIS Director directly with any problems or concerns.

F. Repair Work and Repair Costs

Supported items are covered under warranty for repair without additional charge. However, items, which by mutual agreement, may not be covered, are items that have been damaged due to misuse or abuse of equipment. Damage caused by a disaster, such as fire, lightening or flooding, may not be covered for free replacement. Repair work will not be performed on property/services that are not owned or leased by the City (for example, a sound card belonging to an individual even if it is in a City-owned computer). Participation in a maintenance program (for voice, data network, or computer systems) is all that is necessary for that system to be warranted for repair work. However, your department may be responsible for costs incurred due to misuse/abuse of hardware, software, or infrastructure.

Repair work on PC's, printers, network equipment, etc. that are under warranty, are normally done free of charge. The MIS Department purchases a 3yr. warranty to accompany any computer purchased. This is done to minimize the repair costs. Costs for repair work on items out-of-warranty will need to be determined on a case-by-case basis. However, if the cost to repair is greater than the cost to replace (this determination is made on the actual value of the old equipment) or if MIS deems the equipment obsolete, then MIS reserves the right to require that new equipment be purchased. Routine cleaning of computer equipment should be performed by the user and is not considered repair work. Other costs which may not be covered within the MIS Department's budget are:

1. Enhancements to hardware or software systems, additional wiring, etc.
2. Support costs for non-standard equipment or specialized hardware or software.
3. Damage due to negligence or abuse.
4. Inside wiring in cases of construction, remodeling or moving.
5. Costs for copiers, fax machines, telephone equipment, and software packages.
6. Costs for M.A.C.'s (moves, adds, and changes) computers, phones (i.e. wiring, jacks, cabling, etc.)
7. Costs for training and training materials.
8. Costs for consumable items for PCs and printers, such as diskettes, tapes, mouse pads and printer/copier toner cartridges.

APPENDIX A – STANDARD SERVICE GUIDELINES

Listed below are the standard services provided within the City. Accordingly, the MIS Department has positioned itself to provide support on any recommended product for the duration of its life cycle. For assistance with purchasing hardware, software, network, wireless, or peripheral items not currently on the standards list a work order request must be submitted to the MIS department.

Application Software

The MIS department will assist with the support of the installed software in conjunction with the respective software vendor. MIS support does not replace normal maintenance plans associated with application software.

Hardware, Peripheral and Software Support

- A. The MIS Department supported hardware relates to PC monitor, keyboard, CPU case and internal components and network components repairs of malfunctioning PC components.
- B. MIS requires the installation of Altiris software for use as remote control software to allow remote assistance, inventory, and remote software updating.
- C. MIS requires the installation of the WSUS Patch management client to keep all computers up-to-date with the latest approved software patches.
- D. The MIS Department provides support for networked printers and servers or any printer directly connected to a PC. MIS is only responsible for general network connectivity and account creation to all Konica BizHub's. The user is responsible for contacting the current 3rd

party contractor for any maintenance or repairs required for the successful operation of these units.

A work order must be opened with MIS Customer Support prior to moving any computer equipment or peripherals. This is required to assess the connectivity at the new location to ensure a seamless move for the user. MIS should be given prior advanced notice of any and all move dates and times as outlined in Appendix B – “Moves, Adds, Changes, Transfers, and Disposal”

The MIS Department establishes and administers standards and procedures to ensure a secure perimeter to the City's network. The MIS Department commits to the following data network performance:

- From any standard-configuration workstation (and monitored customer site), the MIS Department will make network connectivity available to any authorized access on the City network 99% of the time a network connection is attempted, as measured in hourly time intervals.
- From a standard-configuration workstation (and monitored customer site), the MIS Department will provide network response time to any other connected point in the City network to be under 1 second for 95% of network round trips monitored, and under 3 seconds for 99% of network round trips, as measured in hourly time intervals using a PING utility.

Backup and/or disaster recovery

The MIS Department is responsible for providing the backup and disaster recovery strategy for all servers and mainframes on the network. It is recommended that end-users store their data on the H:\ users drive or on a network drive that backs up on a nightly basis. Users that store data directly on their C: drive will be responsible for backing up their own information and do so at their own risk. The MIS department will provide recommendations to those users who wish to store their data locally.

APPENDIX B – EQUIPMENT RESPONSE POLICIES

All requests for the following items will need to go through MIS Customer Support.

New Computer Installs, Account Set-ups and Re-builds

Normal response time is 1-2 business days with anticipated resolutions in 5-10 business days; however, if PC equipment needs to be ordered, the technician will not be able to set up the accounts until the new computer has been received and built. Please notify MIS Customer Support at least 2-4 weeks prior to needing the new equipment. This will allow enough time to place any orders and complete the request.

Software Requests

Normal response time is 1-2 business days with resolution in 3-5 business days; however, if the software needs to be purchased the resolution time will be determined on a case-by-case basis. Support for software that is not on the standards list will be determined on a case-by-case basis.

Hardware Upgrade Requests

Normal response and resolution time is determined on a case-by-case basis, and is dependent on whether the hardware needed to upgrade is available or needs to be purchased. Please contact MIS Customer Support at least 2-4 weeks prior to needing the upgrade.

Data Retrieval/Custom Report Requests

Normal response time is 3-5 business days. Please allow 7-14 days to complete request. Users are expected to examine standard reports available before requesting custom reporting from MIS. Should a user need a custom report, normal response time is 3-5 business days. Resolution time is determined on a case-by-case basis.

Moves, Adds, Changes, Transfers, and Obsolete Equipment

A work order must be opened with MIS Customer Support prior to moving, adding, changing, transferring or disposing of any computer equipment or peripheral. This is required to assess the connectivity at the new location and update the City's inventory, and to ensure a seamless move for the user. Resolution time is determined on a case-by-case basis, and the following definitions and guidelines will apply:

“Moves” refer to personnel moves. Please submit a work order request approximately 2-4 weeks prior to move date.

“Adds” refer to adding equipment or software to existing computer. MIS will need to assess the request and purchase appropriate equipment or software. Please allow 4-6 weeks to order and receive requested components. Upon receipt, allow 5-10 days for on-site installation. If no order is placed, please allow 5-10 days for on-site installation.

“Changes” refer to upgrading or modifying existing equipment or software. MIS will need to assess the request and purchase appropriate components. Please allow 4-6 weeks to order and receive requested components. Upon receipt, allow 5-10 days for on-site installation.

“Transfers” refer to transferring equipment across departments. Please submit a work order request approximately 2-4 weeks prior to transfer date.

“Obsolete equipment” refers to equipment that no longer supports City hardware and software standards. MIS will determine when equipment is obsolete and will be responsible for its disposal. Normal response time for phone moves, adds or changes is 5-10 business days; however, if phone equipment needs to be purchased, please allow 2-4 weeks to complete request.

Consultation, Engineering, and Project Requests - Normal response time is 3-5 days. Projected resolution times are on a case-by-case basis.

Network Availability – MIS will not install temporary network equipment in areas that are not currently wired for network services. Network services will only be available upon the installation of additional data lines within a location. Prior notice must be given for all network additions or the department will be required to wait until staff is available to perform the work or services are rendered.

By Abraham supported by O'Donnell.

2-110-12. RESOLVED: That City Council hereby waives the \$45.00 fee for a temporary sign permit advertising West Village Dental Care's, 22615 Michigan, "Smiles for Life" Charity event which runs from March 1, 2012 through June 30, 2012, as proceeds will go to the Dearborn Foundation; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Shooshanian supported by O'Donnell.

2-111-12. RESOLVED: That Running Fit, Inc. be and they are hereby granted permission to conduct their Annual Martian Marathon on April 14, 2012 from 7:00 A.M. to 2:00 P.M., subject to all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That all five (5) Martian Marathon races will begin and end in the main parking lot at Ford Field as indicated in the attached marathon/run route maps; be it further

RESOLVED: That City Council hereby authorizes assistance from the Dearborn Police Department to facilitate the movement of vehicular and participant foot traffic to conduct the event in a safe and lawful manner; be it further

RESOLVED: That City Council hereby authorizes the Chief of Police to make application and sign all required documents relating to the issuance of the necessary state and county permits as follows:

1. Usage and closure of the curb lane and next lane of eastbound Ford Road between Golfview and the exit ramp to Evergreen Road, also, placement of barricades/traffic cones in this area to denote same.
2. Usage and closure of the exit ramp from southbound Hines Drive to Ford Road and the exit ramp from eastbound Ford Road to Evergreen Road.
3. Usage and closure of the curb lane and next lane of westbound Michigan Avenue from approximately the Greenways Trailhead at Andiamos to Brady Street, also, placement of barricades/traffic cones in this area to denote same.

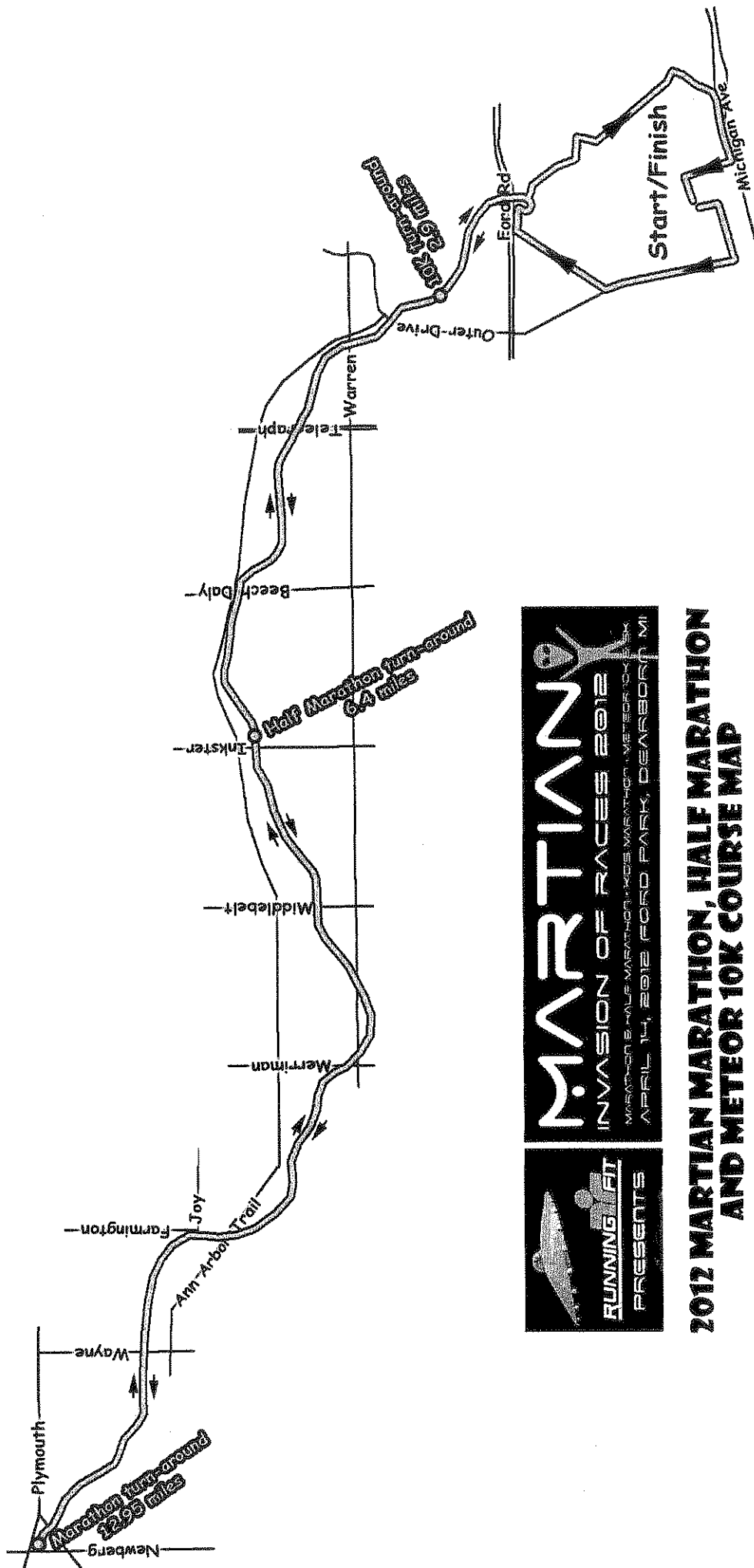
4. Usage and placement of DPW barricades and arrow trucks to assist with the closure of the above areas. The City of Dearborn agrees to place, erect and remove the barricades and trucks.
5. Usage of Dearborn Police Officers for crowd control, traffic control and general security of the event.
6. The event shall not commence before 7:15 A.M. and shall conclude by 2:00 P.M.

be it further

RESOLVED: That this event is subject to reimbursement from Running Fit, Inc. for all incurred manpower costs of the City of Dearborn; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

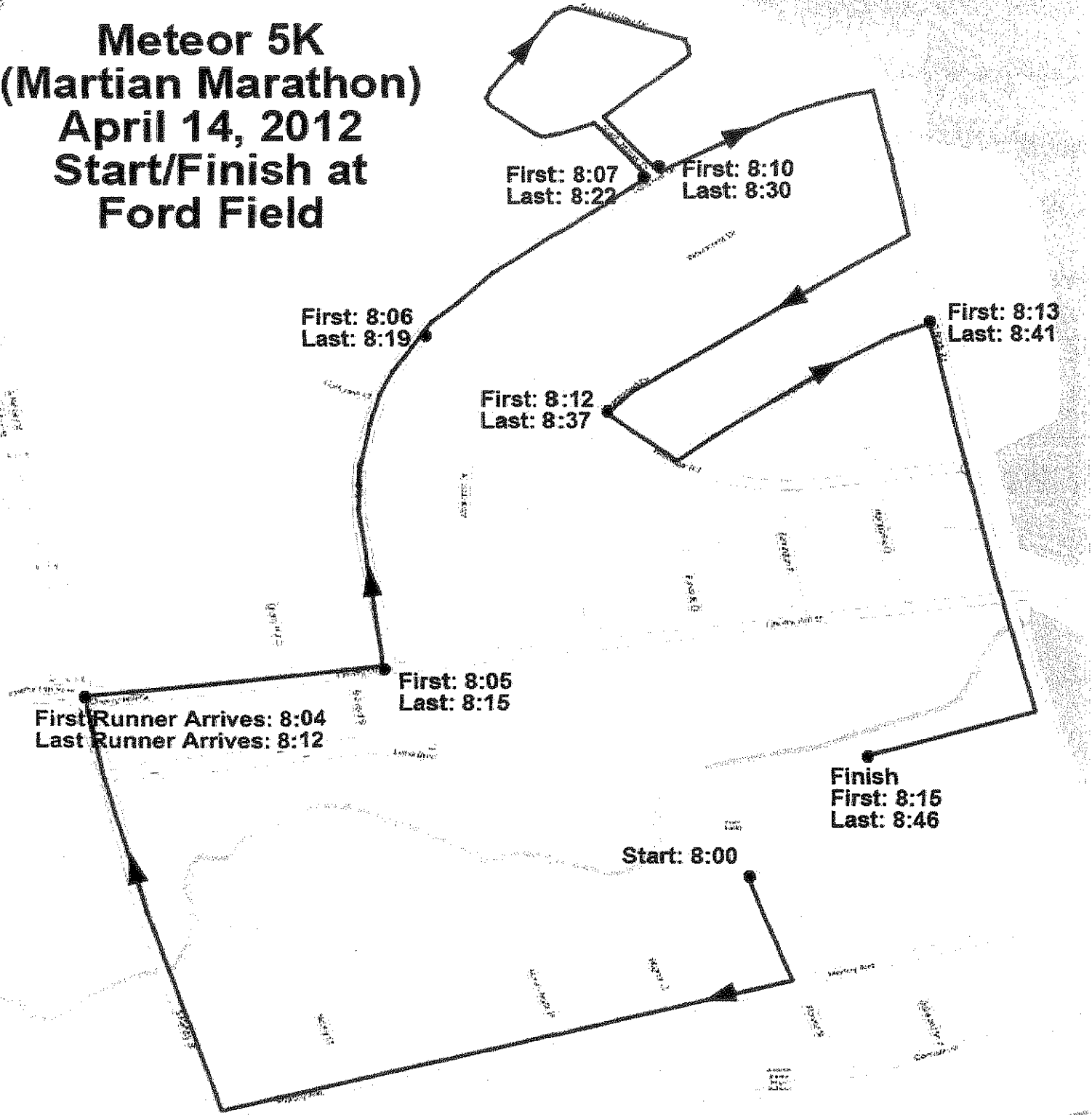


MARTIAN
 INVASION OF RACES 2012
 MARATHON • HALF MARATHON • 10K MARATHON • METEOR 10K
 APRIL 14, 2012 FORD PARK, DEARBORN MI



**2012 MARTIAN MARATHON, HALF MARATHON
 AND METEOR 10K COURSE MAP**

Meteor 5K (Martian Marathon) April 14, 2012 Start/Finish at Ford Field



By Bazzy supported by Sareini.

2-112-12. RESOLVED: That the Knights of Columbus, Father Patrick O'Kelley Council, No. 3860 be and they are hereby granted permission to solicit donations on the streets, sidewalks, and other public areas within the City of Dearborn for their Annual Tootsie Roll Drive on March 30-31 and April 1, 2012 for the Mentally Impaired, subject to all applicable ordinances and the rules and regulations of the Police Department.

The resolution was unanimously adopted.

By Sareini supported by O'Donnell.

2-113-12. RESOLVED: That City Council hereby concurs in the re-appointment of James Peitz, to the Civil Service Commission for a term ending February 26, 2016; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

There being no further business, upon a motion duly made, seconded, and adopted, the Council then adjourned at 8:20 P.M.

APPROVED:

THOMAS P. TAFELSKI
President of the Council

ATTESTED:

KATHLEEN BUDA
City Clerk