

REGULAR MEETING OF THE COUNCIL
OF THE
CITY OF DEARBORN

July 24, 2012

The Council convened at 7:36 P.M., President of the Council Thomas P. Tafelski presiding. Present at roll call were Councilmembers Abraham, Bazzy, Hubbard, Sareini and President of the Council Tafelski; absent, Councilmembers O'Donnell and Shooshanian. A quorum being present, the Council was declared in session.

Pastor Kathy Charlefour of the Good Shepherd United Church delivered the invocation.

By Tafelski supported by Sareini.

7-350-12. RESOLVED: That City Council hereby suspends their Rules of Order to allow the presentation of the Seven Seals Award by the Employer Support of the Guard and Reserve to the City of Dearborn and Mayor O'Reilly for supporting the military guards and reserves through the Hire a Hero Event.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Hubbard.

7-351-12. RESOLVED: That the minutes of the previous regular meeting of June 12, the special closed meeting of June 19 and the special meetings of June 12, June 19 and July 9, 2012, and the same are hereby approved as recorded and published.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

Councilmember Hubbard introduced Ordinance No. 12-1361, entitled, "An Ordinance to Amend the Nuisances Chapter (Chapter 13) of the Code of the City of Dearborn by Amending Article I entitled 'In General' by Amending Section 13-2 entitled 'Illustrative Enumeration'."

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 Tafelski.

7-352-12. RESOLVED: That proposed Ordinance No. 12-1361 be laid on the table.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Hubbard supported by Sareini.

7-353-12. WHEREAS: The City Engineer has presented to City Council for approval Michigan Department of Transportation Contract No. 12-5288 in the amount of \$438,600 which provides for:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt paving and concrete pavement work along Schlaff Street from Michigan Avenue (Highway US-12) to Chase Road and along Chase Road from Ford Road (Highway M-153) to Michigan Avenue (Highway US-12); including cold milling, sidewalk ramp, and pavement marking work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Water main work along Schlaff Street from Michigan Avenue (Highway US-12) to Chase Road; and all together with necessary related work.

and

WHEREAS: The project cost and the respective share of the parties after Federal Aid is estimated as follows:

	Total Estimated Cost	Federal Aid	Balance after Federal Aid	City's Share
Part A (Construction)	\$ 903,200	\$739,290	\$163,910	\$163,910
Part A (Const Eng, Inspection & Testing)	\$ 135,500	\$110,910	\$ 24,590	\$ 24,590
Part B (Construction)	\$ 250,100	\$0	\$250,100	\$250,100
	\$1,288,800	\$850,200	\$438,600	\$438,600

and

WHEREAS: The City Engineer has further requested that the Mayor be authorized to sign the contract on behalf of the City, subject to a review by the Legal Department; be it

RESOLVED: That City Council hereby approves Michigan Department of Transportation Contract No. 12-5288, MDOT Job #116108 for Hot Mix Asphalt Resurfacing Work and Water Main Replacement Work along Schlaff Street from Michigan Avenue to Chase Road, Dearborn Job #10-12-068, C.I.P. Q59312 and Chase Road from Michigan Avenue to Ford Road, Dearborn Job #10-12-067, C.I.P. Q59212 in the amount of \$438,600; be it further

RESOLVED: That City Council hereby authorizes the Mayor to sign the contract on behalf of the City, subject to a review by the Legal Department; be it further

RESOLVED: That funding for the project will be as follows:

Q59212, Major Street Fund	\$ 94,250
Q59312, Major Street Fund	\$ 94,250
Q59312, Water Fund	\$ <u>250,100</u>
Total	\$ 438,600

be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Tafelski.

7-354-12. RESOLVED: That all bids received for Schaefer & Hemlock Storm Lift Station Upgrades are hereby rejected except the bid of O'Laughlin Construction Co. in the total amount of \$322,700, 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 Sewer Fund, Capital Improvement Project N19000; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Hubbard.

7-355-12. WHEREAS: The City presently has a contract with the Friends for the Dearborn Animals Shelter (C.R. 6-339-11) for Animal Shelter Operations which expired on June 30, 2012, and

WHEREAS: To provide for continuity of effort and uniformity of results, the Purchasing Division recommends, pursuant to Section 2-568 (b) 6 (e), that the City Council extend the existing contract for professional services with Friends for the Dearborn Animals Shelter for the period of July 1, 2012 through June 30, 2013 in the amount of \$75,000; be it

RESOLVED: That City Council hereby renews the professional services contract with the Friends for the Dearborn Animal Shelter for the period of July 1, 2012 through June 30, 2013 in the amount of \$75,000 for Animal Shelter Operations; be it further

RESOLVED: That this professional services contract extension shall be financed from the General Fund, Police Department, Animal Shelter Division, Contractual Services Account; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Hubbard supported by Sareini.

7-356-12. WHEREAS: The City presently has a contract with Park Place Catering Company, Inc. (C.R. 5-247-11) to Provide Meals to Prisoners housed at the Police Station Jail, and

WHEREAS: The original contract specifications allow for three (3) additional one-year renewal terms beyond the expiration of the present contract. This will be the final renewal term, and

WHEREAS: Park Place Catering Company, Inc. has offered to renew the present contract prices through July 31, 2013; be it

RESOLVED: That the contract to Provide Meals to Prisoners housed at the Police Station Jail is hereby renewed with Park Place Catering Company, Inc. for the period of August 1, 2012 through July 31, 2013 in the amount of \$80,000 (\$73,500 for FY13 and \$6,500 for FY14); be it further

RESOLVED: That this contract renewal shall be financed from the General Fund, Police Division, Jail Operating Supplies Food Account in the amount of \$73,500 for FY13 and \$6,500 for FY14, with funding for FY14 being contingent upon the adoption of the FY14 budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Hubbard supported by Sareini.

7-357-12. RESOLVED: That City Council hereby authorizes the Mayor to renew the City's membership with the Southeast Michigan Council of Governments (SEMCOG) in the amount of \$10,934 for the period of June 15, 2012 through June 15, 2013; be it further

RESOLVED: That this membership renewal shall be financed from Citywide Account #101-1299-421.65-00; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Hubbard supported by Sareini.

7-358-12. RESOLVED: That City Council hereby authorizes the Water/Sewer Division to renew their membership with the Alliance of Rouge Communities (ARC) in the amount of \$24,214 for the period of January 1, 2012 through December 31, 2012; be it further

RESOLVED: That this membership renewal shall be financed from the Sewer Fund, Public Works Department, Memberships Account (Account #590-2006-472.65-00); be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Hubbard supported by Sareini.

7-359-12. RESOLVED: That City Council hereby authorizes the Police Department to renew their membership with the International Association of Chiefs of Police online network (IACPnet) in the amount of \$1,600; be it further

RESOLVED: That this membership renewal shall be financed from the General Fund, Police Department, Support Services-Training, Membership Account (Account #101-2460-515.65-00); be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Hubbard.

7-360-12. RESOLVED: That City Council hereby authorizes the Finance Department to adjust the 2012 Summer Tax Roll by cancelling the invoice for 7253 Kinglsey in the amount of \$1,645.43 as the disagreement regarding the responsibility for sewer repair cost has been settled; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Tafelski supported by Sareini.

7-361-12. RESOLVED: That City Council hereby authorizes the removal of a delinquent water lien from the 2012 Tax Roll in the amount of \$717.93 for the property located at 255 Berkley due to a billing error; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Abraham supported by Hubbard.

7-362-12. RESOLVED: That City Council hereby authorizes the Finance Director to recognize and appropriate ACT 51 Gas & Weight Tax Revenues in the amounts of \$442,000 and \$123,000 in the Major Street and Trunkline Fund and the Local Street Fund, respectively, for the fiscal year ending June 30, 2012; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Abraham supported by Hubbard.

7-363-12. WHEREAS: The Dearborn Police Department has applied for and received federal grant funding from the Department of Justice, Office of Community Policing Services (COPS) in the amount of \$1,125,000, and

WHEREAS: The Chief of Police has requested that the Finance Director be authorized to recognize the federal grant revenue in the amount of \$1,125,000 and appropriate expenditures in the amount of \$1,134,783; be it

RESOLVED: That City Council hereby authorizes the Finance Director to recognize revenues of \$1,125,000 and appropriate expenditures of \$1,134,783 in the General Fund, Police Department Budget, Account #101-2410-511.98-00; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Hubbard.

7-364-12. WHEREAS: The City has been in discussions with the Dearborn Community Fund ("DCF"), a non-profit organization, regarding the operation of the annual festival known as Dearborn Homecoming, and

WHEREAS: Under the terms of a proposed agreement between the City and DCF, DCF would operate the annual Dearborn Homecoming festival, and

WHEREAS: The proposed agreement is for a term of one year, with a single one-year renewal, and

WHEREAS: Under the proposed agreement, DCF would receive a fee of 15% of net revenues for the administration of the Homecoming event, and

WHEREAS: The proposed agreement also provides that the City will pay the bills of this year's event to the extent resources are available and beginning next year, the DCF would take over the payment of Homecoming expenses; therefore be it

RESOLVED: That based on the above, the City Council authorizes the Mayor to execute an agreement with DCF on terms and conditions to be approved by Corporation Counsel for the operation of the annual Dearborn Homecoming festival; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Tafelski.

7-365-12. RESOLVED: That The Henry Ford be and they are hereby granted permission to conduct the 2012 Maker Faire - Detroit event on July 28, 2012 from 9:30 a.m. to 6:00 p.m. and on July 29, 2012 from 9:30 a.m. to 6:00 p.m. at the Henry Ford Museum and in the West Parking Lot bordering Oakwood Boulevard, subject to all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That City Council hereby authorizes assistance from the Police Department with traffic safety and crowd control; be it

RESOLVED: That this event is subject to reimbursement for all City services provided; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Hubbard.

7-366-12. RESOLVED: That the Susan G. Komen Breast Cancer Foundation be and they are hereby granted permission to conduct the Dearborn portion of the "Susan G. Komen Michigan 3-Day for the Cure Walkathon" event on August 19, 2012 at 10:45 A.M. subject to all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That the Dearborn portion of the Susan G. Komen Michigan 3-Day for the Cure Walkathon event will begin at approximately 10:45 A.M. with participants entering the City of Dearborn via Outer Drive at Ford Road. Upon reaching Ford Road, the event participants will head west along Ford Road to N. York Street; south along N. York Street to Cherry Hill Road; east along Cherry Hill Road past Military Street to Ford Field Park (Designated Event Pit Stop); then exit Ford Field Park at Brady Street; proceed south along Brady Street crossing Michigan Avenue; then turn left and advance along eastbound Michigan Avenue to American Road; then turn left and cross Michigan Avenue again finishing on the grounds of Ford World Headquarters; be it further

RESOLVED: That all participants shall be restricted to utilizing the sidewalks only, and no portion of the roadways designated within the walk route and must make lawful and proper use of all traffic signals and signs in a manner so as not to interfere with any vehicular or pedestrian traffic; be it further

RESOLVED: That City Council hereby authorizes the use of Ford Field Park and assistance from the Police Department with traffic safety/control for the duration of the event; be it further

RESOLVED: That this event is subject to full reimbursement for all City services provided; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Tafelski supported by Hubbard.

7-367-12. RESOLVED: That the Divine Child High School Alumni Association be and they are hereby granted permission to conduct their "20th Annual Falcon 5K Run" event on August 11, 2012 from 8:15 A.M. to 12:00 P.M. subject to all applicable ordinances and the rules and regulations of the Police Department; be it further

RESOLVED: That the Falcon 1-Mile Fun Run route is as follows: Beginning in the circular drive in front of Divine Child High School, the run participants will head out onto N. Silvery Lane and proceed south on N. Silvery Lane to Coburn; turn around and continue north on N. Silvery Lane and finish in the high school parking lot; be it further

RESOLVED: That the Falcon 5K Run route is as follows: Beginning in Levagood Park between softball diamonds 2 and 3, the runners will proceed east throughout Levagood Park and out onto Denwood; then turn right and head south on Denwood to Coburn; west on Coburn to N. Silvery Lane; north on N. Silvery Lane to Doxtator; east on Doxtator to Denwood; south on Denwood to Coburn; west on Coburn to N. Silvery Lane; then continue north on N. Silvery Lane and finish in the Divine Child parking lot, located between the church and the high school; be it further

RESOLVED: That City Council hereby authorizes assistance from the Police Department with traffic control for the entire duration of the event; be it further

RESOLVED: That this event is subject to reimbursement for all City services provided; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Hubbard supported by Tafelski.

7-368-12. RESOLVED: That all bids received for Repairing Springs and Suspension Parts for Light and Heavy Trucks and Vans are hereby rejected except the bid of All Type Truck and Trailer Repair in the approximate amount of \$30,000, 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, Public Works, Fleet Maintenance, Repair & Maintenance, Vehicle Repair & Maintenance Account (Account #101-2085-856.43-65); be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard, Sareini and Tafelski (5). Nays: None. Absent: O'Donnell and Shooshanian (2).

By Sareini supported by Hubbard.

7-369-12. RESOLVED: That City Council hereby awards a purchase order for International Truck Repairs, Parts and Supplies to the best source vendor, Tri-County International Truck, in the approximate amount of \$78,000, pursuant to Sec. 2-568 (b)(6)(1) allowing an alternative procurement method; be it further

RESOLVED: That this best source purchase order shall be financed from the General Fund, Public Works, Fleet R&M Operations, Fleet Maintenance, Vehicle Repair & Maintenance Account (Account #101-2085-856.43-65).

Councilmember Sareini left the City Council Chambers at 8:00 P.M.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-370-12. RESOLVED: That all bids received for the Rehabilitation of 5034 Argyle are hereby rejected except the bid of Mando Construction in the total amount of \$144,135, 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 Community Development Fund, Community Development Block Grant, Grant Administration, Housing Rehab Grant Account, Project C07300, HUD-Neighborhood Stabilization Program 3.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-371-12. RESOLVED: That the bid from Douglass Safety Systems, LLC received for Self-Contained Breathing Apparatus for the Fire Department is hereby accepted in the total amount of \$340,071, 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 by the federal share of the 2011 FEMA Assistance to Firefighters grant recognized and appropriated in FY12 per C.R. 3-130-12 in the amount of \$229,516 and appropriated local match in the amount of \$112,979 and shall be carried forward to FY13 as allowed by budget adoption per C.R. 5-257-12.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-372-12. RESOLVED: That all bids received for Water Main Repair and Maintenance Supplies are hereby rejected except the bids of EJ USA, Inc. (Items #1-11) in the amount of \$29,853.77, Michigan Pipe Valve, Inc. (Item #12) in the amount of \$255.70 and SLC Meter Service, Inc. (Item #13) in the amount of \$258.90, that the aforementioned bids are hereby accepted, that the Mayor is hereby authorized to execute formal contracts upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bids have been fully complied with; be it further

RESOLVED: That these contracts shall be financed from the Water Fund, Department of Public Works, Water Supply Division, Repair & Maintenance Supplies Account.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-373-12. RESOLVED: That City Council hereby issues purchase orders to Baker & Taylor, Inc. in the amount of \$3,420; Baker and Taylor Books in the amount of \$99,500; Midwest Tape in the amount of \$20,400; Ingram Library Service in the amount of \$30,000; Book Wholesalers, Inc. (BWI) in the amount of \$20,000; Recorded Books, LLC in the amount of \$9,500; Gale Group in the amount of \$30,000 and Random House in the amount of \$5,000 for Various Purchases for the Library Department through the Michigan Library Cooperative Directors Association Program; be it further

RESOLVED: That these purchase orders, totaling \$217,820 shall be financed from the Library Fund, Libraries, Capital Equipment, Library Materials Account.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-374-12. RESOLVED: That City Council hereby issues purchase orders to Baker & Taylor, Inc. in the amount of \$19,380 and Midwest Tape in the amount of \$47,600 for DVDs for the Library Department through the Michigan Library Cooperative Directors Association Program; be it further

RESOLVED: That these purchase orders, totaling \$66,980, shall be financed from the Library Fund, Libraries, Capital Equipment, Library Materials Account.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-375-12. WHEREAS: City Council authorized purchases from D/A Central, Inc., per C.R. 5-197-11, based on a time and materials basis only for maintenance/repair of the current security systems including all cameras and secured doorway entrances. This one-year contract has expired. Due to D.A Central, Inc.'s expansive knowledge and past history of updating and maintaining the City's current security systems as well as maintaining the City's software associated with these systems, the Purchasing Division has requested that the City continue with purchases from D/A Central under Sec. 2-568 (6) e, continuity of professional services, and

WHEREAS: All purchases and oversight of work performed by D/A Central, Inc. will remain under the direct supervision of the Police Department. It is expected that for FY13, an estimated \$30,000 will be spent on D/A Central's services; be it

RESOLVED: That City Council hereby renews the contract with D/A Central, Inc. in the amount of \$30,000 for Maintenance/Repair of the City's Security Systems; be it further

RESOLVED: That all purchases and oversight of work performed by D/A Central, Inc. shall remain under the direct supervision of the Police Department; be it further

RESOLVED: That this contract renewal shall be financed from various City accounts.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-376-12. RESOLVED: That City Council hereby extends the professional services agreement with Tax Management Associates, Inc. in the amount of \$36,067 for Personal Property Auditing Services, pursuant to Sec. 2-568 (6) e, continuity of professional services; be it further

RESOLVED: That this professional services agreement extension shall be financed from the General Fund, Assessor, Contractual Services Account.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-377-12. RESOLVED: That City Council hereby authorizes the Library Department to renew their membership with the Michigan Library Association (MLA) in the amount of \$2,728 for the period of July 1, 2012 through June 30, 2013; be it further

RESOLVED: That this membership renewal shall be financed from the Library's 2012-2013 budget, Account #271-5100-721.65-00.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Abraham.

7-378-12. WHEREAS: In Fiscal Year 2012, the Department of Public Works received the following reimbursements from damaged decorative light poles and signal equipment totaling \$12,716.87:

Location	Damage	Account
West Lane	Knockdown decorative light post.	\$4,185.00
Warren & Greenfield	Knockdown streetlight	\$7,215.97
Oakwood & Michigan	Knockdown pedestrian signal	\$1,315.90

and

WHEREAS: The Department of Public Works has requested to appropriate fund balance in the amount of \$12,716 in Fiscal Year 2013 to purchase light poles and miscellaneous accessories for Warren Avenue and to fund repairs and modifications to the West Lane lighting circuit; be it

RESOLVED: That City Council hereby authorizes the Finance Director to appropriate \$12,716 of fund balance in the Building Services Account, Account #634-2007-851.62-25 from Reimbursements for Damage City Property (Knock-downs).

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-379-12. WHEREAS: The Assessing Office will be handling the process of the Hemlock SAD election and has requested that the City Clerk's budget be augmented for the cost of postage for the ballots, and

WHEREAS: With the Primary Election underway and the General Election rapidly approaching, additional postage funding is needed for the mailing of the Hemlock SAD ballots, and

WHEREAS: The City Clerk has requested additional budget in the amount of \$900 be approved for the postage of the Hemlock SAD ballots and that the Finance Director be authorized to appropriate \$900 from the General Fund fund balance into the City Clerk's Postage Account for the processing, postage and mailing of the Hemlock SAD ballots; be it

RESOLVED: That City Council hereby approves the additional postage funding for the City Clerk in the amount of \$900 and authorizes the Finance Director to appropriate \$900 from the General Fund fund balance into the City Clerk's Postage Account (Account #101-1300-801.60-20) for the processing, postage and mailing of the Hemlock SAD ballots.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-380-12. WHEREAS: The City Council of the City of Dearborn, Wayne County, Michigan recognizes the role of The Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring, and managing a comprehensive organized service delivery system of services for older adults and caregivers, and

WHEREAS: The 34 communities of Southern and Western Wayne County, including the City of Dearborn comprises the Planning and Service Area to the agency's governing body, and

WHEREAS: The Office of the Services to the Aging requires local Area Agencies on Aging to request approvals of their Annual Implementation Plan from their local governments, and

WHEREAS: The Senior Alliance has submitted the plan to this honorable body in accordance with federal and state laws, and

WHEREAS: The Senior Alliance has held a public hearing for client, caregiver, and service provider population feedback which contributed to the development of the Annual Implementation Plan for Fiscal Year 2013; now, therefore, be it

RESOLVED: That this honorable body of the City of Dearborn approves the Annual Implementation Plan for FY 2013, as presented to the City of Dearborn.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-381-12. RESOLVED: That City Council hereby approves the unrestricted City grant in the amount of \$25,000 to enable the Dearborn Community Arts Council and its member organizations to fulfill its commitment and mission to facilitate, encourage, and support arts and culture in the diverse Dearborn community.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-382-12. WHEREAS: The US Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) was authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act (NAHA) for the purpose of providing decent affordable housing to low and moderate income households, and

WHEREAS: NAHA provides for the designation of geographically contiguous units of local government to participate as a consortium and be considered a single unit of local government for the purposes of the HOME program, and

WHEREAS: The Cities of Dearborn, Dearborn Heights, Lincoln Park, Livonia, and Taylor, and the County of Wayne are contiguous units of local government and desire to form a consortia (the "Wayne County HOME Consortia") for the purposes of formulating and submitting required plans for the purpose of receiving an allocation and participating in the HOME Program administered by HUD for which they may be eligible, and for the purpose of cooperating to undertake or to assist in the undertaking of housing assistance activities for the HOME Program; therefore be it

RESOLVED: That Mayor John B. O'Reilly, Jr. is authorized to execute an Interlocal Agreement defining the City of Dearborn's membership and participation in the Wayne County HOME Consortia for the three year period from July 1, 2013 through June 30, 2016.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-383-12. WHEREAS: This service agreement is between Adopt-A-Watt, Inc., a Michigan corporation (the "Agent") and the City of Dearborn, in the State of Michigan (the "Host" and, together with Agent, the Parties), and

WHEREAS: Host is the owner, with all legal rights and interests thereto, of the Henry Ford Centennial Library's parking lot located at 16301 Michigan Avenue, in the City of Dearborn, County of Wayne, State of Michigan, commonly known as the Henry Ford Centennial Library (the "Site"), and

WHEREAS: The Parties acknowledge that replacing traditional light fixtures at the Site with Energy Efficient Lights (defined below) would reduce the Host's energy consumption and operating costs at the Site, and

WHEREAS: Host desires to reduce its energy consumption and operating costs by utilizing Energy Efficient Lights and is, with Agent's assistance, undertaking to install Energy Efficient Lights on the Site, and

WHEREAS: In order to finance the cost of such installation of energy efficient lighting, the Parties are entering into this sponsored light pole agreement; now therefore be it

RESOLVED: That in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings:

"Agent" is defined in the introductory paragraph of this Agreement.

"Commencement Date" the date of execution of this Agreement.

"Energy Efficient Lights" means lights that reduce electrical draw by at least 30% as compared to traditional incandescent lights.

"EEL" means Energy Efficient Lights.

"Hazardous Materials" is defined in Section 13 of this Agreement.

"Signage" means highly visible and Sponsor-able signage installed to generate revenue per the specifications and requirements set forth on Exhibit B.

"Sponsorship Funds" means all funds received by a sponsor relating to the Signage.

2. Project Defined. Agent shall procure and install the EELs as specified in Exhibit B (***Equipment to be Installed***). Host agrees to cooperate with Agent in, among other things, making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Agent's intended work of the Site, and to work collaboratively with Agent, and/or its contractors and subcontractors, in preparing the Site for said installation of EELs.

3. Use of Site, Signage and EELs.

(a) Agent and/or its contractors or subcontractors shall have the right to erect, maintain, and operate the Signage on the Site, and to do all work necessary to prepare and maintain the Site for the Signage. All of Agent's construction and installation work with respect to Signage shall be performed through one or more licensed contractors or subcontractors, in a good and workmanlike manner. All such contractors or subcontractors shall be selected by Agent in its sole discretion. Agent agrees to abide by and meet all specifications, requirements, regulations, codes and needed resources for the installation, maintenance and repair of said signage. All signage shall comply with FHWA Acknowledgement Sign Standards as set Forth in the MUTCD, Section 1A.01 and Chapter 2A.

(b) Agent and/or its contractors or subcontractors shall have the right to install the EELs and to do all work necessary to prepare and maintain the Site for such EELs. All of Agent's construction and installation work with respect to the EELs shall be performed through one or more licensed contractors or subcontractors, in a good and workmanlike manner. All such contractors or subcontractors shall be selected by Agent in its sole discretion. Agent shall purchase all EELs from first year Sponsorship Funds. Agent shall also select the technology and the brand of the EELs to be installed and operated on the Site. Title to all EELs shall at all times remain held by Host.

(c) Host agrees to cooperate with Agent, in making application for and obtaining all licenses, permits, and any and all other necessary approvals that may be required for Agent's intended use of the Site, and to

work collaboratively with Agent, or its contractors, in preparing the Site for said installation of the Signage and EELs.

4. Access. Host agrees that Agent and its employees, agents, contractors and subcontractors shall be provided, and have access to the Site for the purposes of installation and maintenance of the Signage and EELs. Host hereby grants to Agent and its agents, employees and contractors and subcontractors a non-exclusive right for ingress and egress to into and out of, and to perform all work in, the Site for the foregoing purposes.

5. Non-Interference. Agent shall use commercially reasonable efforts to operate at the Site in a manner that will not cause material interference to Host or members of the general public using Host's facilities; provided that the Parties acknowledge that installation of the Signage and EELs during normal business hours may cause some parking spaces to be temporarily unavailable for brief periods. Agent shall have the right to non-interrupted use of the Site without any interference from Host and/or its employees, agents, contractors and subcontractors and Host's other licensees.

6. Term. The term of this Agreement shall be for a period beginning on the Commencement Date and continuing until the earlier of (i) the ten year anniversary of the Commencement Date and (ii) the date the Agreement is terminated pursuant to Section 8 (such period, the "**Initial Term**"). At the end of the Initial Term, the Agreement shall automatically be renewed for successive ten year terms, unless either Party provides the other Party with 60 days advance written notice before the end of the Initial Term or any yearly extended term of its intent not to renew the Agreement.

7. Rent and Other Consideration. The Parties agree that Agent shall not be required to pay Host any rent for the use and access to the Site. All Sponsorship Funds shall be paid to Agent who shall retain the amounts set forth on Exhibit B and pay all remaining Sponsorship Funds to Host by way of Agent's company check within 30 days of final payment by a Sponsor. Host shall use all such Sponsorship Funds paid to it by Agent as described on Exhibit B.

8. Termination. This Agreement may be terminated as follows:

(a) On 60 days' prior written notice: (i) by either Party upon a default of any covenant or term of this Agreement by the other Party, which default is not cured within 60 days of receipt of written notice of default; (ii) by Agent, if Host does not obtain or maintain all required licenses, permits, or other approval necessary for the construction and operation of Site location; (iii) by Agent or Host if Agent or Host, as the case may be, is unable to occupy and utilize the Site due to an action by another government private entity; or (iv) by Agent if Agent determines that the Site location is not appropriate for its operations for economic or technological reasons.

(b) If the Site location or Host facilities are damaged, destroyed, condemned, or transferred in lieu of condemnation, Agent may elect to terminate this Agreement as of the date of the damage, destruction, condemnation, or transfer in lieu of condemnation by giving notice to Host no more than 45 days following the date of such damage, destruction, condemnation, or transfer in lieu of condemnation. If Agent chooses not to terminate this Agreement, the Parties shall mutually select an alternative Site location for re-installation and set up of said Signage.

(c) In the event Host fails to comply with Section 4 or 5, or the Parties are unable to agree on another appropriate Site location, Agent may terminate this Agreement.

9. Insurance. The Parties acknowledge and agree that each of Agent and Host shall maintain insurance in such amounts and against such risks as are customarily maintained by entities engaged in the same or similar business as Agent and Host respectively, with Host being named as an additional insured party in Agent's insurance policy or policies and with Agent being named as an additional insured party in Host's insurance policy or policies. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph on or before the Commencement Date.

10. Assignment and Subletting. The Parties agree that Agent may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Site location without the prior written consent of Host, which shall not be unreasonably withheld or delayed; provided that Agent may assign its interest to any parent company, wholly owned subsidiary, or affiliate, any successor in

interest, or any entity acquiring 51 percent or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement; provided further, that Agent may collaterally assign any or all of its interest in this Agreement to any lender to Agent. Host may not assign or otherwise transfer this Agreement or all or any part of its interest under this Agreement or in the Site location without the prior written consent of the Agent.

11. Warranty of Title, Quiet Enjoyment, Authorization, etc. Host warrants that: (i) Host owns or has all rights and interests with respect to the possession and control of Site and the property on which the Site is located, and has all rights of access thereto; (ii) Host has full right to make and perform this Agreement and (iii) this Agreement has been duly authorized, executed and delivered by Host and represents a legally valid, binding and enforceable obligation to Host.

12. Repairs. Agent shall not be required to make any repairs to the Site location, facilities or other neighboring property unless such repairs shall be necessitated, as determined by Agent, or shall be caused by Agent, its contractors, subcontractors, employees or agents. All repair fees and expenses incurred by Agent shall be paid by Host.

13. Hazardous Substances. Host agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Site location or adjacent land in violation of any law or regulation. Host represents (i) that neither Host nor, to Host's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage, or disposal of any Hazardous Material on, under, about, or within the Land in violation of any law or regulation and (ii) that Host will not, and will not permit any third party, to use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Land in violation of any law or regulation. Host agrees to defend, indemnify, and hold harmless Agent or Agent's partners, affiliates, agents, and employees against any and all losses, liabilities, claims, or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty, or agreement contained in this paragraph. As used in this paragraph, "**Hazardous Material**" shall mean petroleum or any petroleum product; asbestos; any substance known by the state in which the Land is located to cause cancer or reproductive toxicity; or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law

or regulation. This paragraph shall survive the termination of the Agreement.

14. Confidentiality and Intellectual Property. The Parties acknowledge that during any term of this Agreement Host may have access to or become familiar with various trade secrets, internal documentation, product or technology specifications, employee and contractor documentation, or other information or processes utilized by Agent during the course of its business. As such, both Parties acknowledge and agree that all said secrets, documentation, data and information shall at all times remain confidential to Agent and shall only be accessed or utilized by Host on an as needed basis and for the sole purpose of fulfilling this Agreement. Exceptions to this confidentiality requirement will apply to all information or material that (i) was in the recipient's possession before receipt by Agent, (ii) was exclusively or jointly developed by the recipient without the disclosing person having any access to the information received in confidence, (iii) that has become publicly known without any breach by the recipient, (iv) that is received in good faith from a third party not subject to the terms of this or any other confidentiality agreement, or (v) is required to be produced or made known because of judicial order or decree or by a governmental entity with lawful jurisdiction.

The Parties further agree that Agent shall at all times during and subsequent to the expiration of this Agreement retain all intellectual property rights, including patents, trademarks, servicemarks and copyrights with respect to all Signage and EELs, related equipment and maintenance tools.

15. Damages and Indemnification.

(a) Agent shall be liable for all damages, losses, costs and expenses, including reasonable attorney fees (collectively, "**Host Losses**"), incurred or sustained by Host, resulting from the installation, repair or maintenance of Signage or EELs by Agent pursuant to this Agreement, so long as any such Host Losses are caused by the willful misconduct, gross negligence or fraud of Agent. Under no circumstances shall Agent be liable to Host with respect to any issue or proceedings relating to any electric or other lights and fixtures which are not EELs installed on the Site by Agent pursuant to the terms of this Agreement or otherwise with respect to, or in connection with, the Site.

(b) Host shall be liable for all damages, losses, costs and expenses or damages, including reasonable attorney fees (collectively "**Agent Losses**") incurred or sustained by Agent resulting from the installation, repair or maintenance of Signage or EELs by Agent pursuant to this Agreement, or in connection therewith pursuant to this Agreement, so long as any such Agent Losses are caused by the willful misconduct, gross negligence or fraud of Host.

(c) In no event shall either Party be held liable for consequential or punitive damages.

16. Alternate Dispute Resolution / Arbitration. Any dispute, action, proceeding or need of interpretation arising out of this Agreement shall be submitted to binding arbitration by one arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by either Party, and does not have a direct or indirect interest in either Party or the subject matter of the arbitration. Such arbitrator shall either be mutually agreed by the Parties within thirty (30) days after written notice from either Party requesting arbitration, or failing agreement, the arbitration shall be conducted by a panel of three arbitrators having the qualifications set forth in the preceding sentence, one to be selected by each Party and the third arbitrator to be selected by the two arbitrators selected by the Parties. If either Party fails to notify the other Party of the arbitrator selected by it within ten (10) days after receiving notice of the other Party's arbitrator, or if the two arbitrators selected fail to select a third arbitrator within ten (10) days after notice is given of the selection of the second arbitrator, then such arbitrator shall be selected under the expedited rules of the American Arbitration Association (the "AAA"). Such arbitration shall be held in Detroit, Michigan. Each Party shall divide equally the cost of the hearing, and each shall be responsible for their own expenses and those of their counselor or other representative. The commercial arbitration rules of the AAA shall apply to the extent not inconsistent with the rules specified above.

17. Severability. Wherever possible, each provision of this instrument shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this instrument shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this instrument,

unless the removal or alteration of the invalid or unenforceable provisions will substantially defeat the basic intent, purpose and spirit of this instrument.

18. Entire Agreement. This Agreement (including Exhibit A and B) constitutes the entire Agreement and understanding between the Parties and supersedes all offers, negotiations, and other oral and written agreements concerning the subject matter contained here. Any amendments to this Agreement must be in writing and executed by both Parties.

19. No Implied Waiver. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance at any later time, nor shall a waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of any such provision.

20. Notices. Any notice or demand required to be given here shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below or by electronic mail (email) to the email addresses of the respective Parties set forth below:

HOST: City of Dearborn	AGENT: Adopt-A-Watt, Inc.
Name: Dave Norwood	Name: Thomas A. Wither
Title: Dept. Consultant	Title: President
Address: 13615 Michigan	Address: 1204 Grove, Ste. 247
Dearborn, MI 48126	Royal Oak, MI 48067
Telephone: 313-943-2159	Telephone:
Email:	

Agent or Host may from time to time designate any other address for this purpose by written notice to the other party. Subject to the next sentence of this Section 19, all notices shall be deemed received upon actual receipt. Notices and other communications sent to an e-mail address as permitted hereby shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or

communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

20. Governing Law and Jurisdiction. The Parties acknowledge that this Agreement shall be governed by the laws of the State of Michigan.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Bazzy supported by Hubbard.

7-384-12. RESOLVED: That the proposed resolution by Councilmembers Tafelski and Hubbard authorizing the Mayor to execute an Access Agreement with Norfolk Southern Corporation (transferrable to MDOT) to enter the property to begin construction of the Intermodal Passenger Rail Facility and execute documents on behalf of the City accepting responsibility for the environmental liability of the limited section of Norfolk Southern Corporation's Right of Way be and is hereby tabled.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Abraham supported by Hubbard.

7-385-12. WHEREAS: Elizabeth Summerfield, Personal Representative for the Estate of Annie Wolfe, Decedent, has offered to sell the substandard dwelling located at 4922 Curtis, Dearborn, Michigan, to the City of Dearborn for the sum of \$3,000 cash, and

WHEREAS: The price at which this property is offered to the City is deemed fair and reasonable, and the acquisition is within the intent and spirit of the City's Operation Eyesore and Neighborhood Stabilization Programs; therefore be it

RESOLVED: That City Council does here determine to acquire the premises described as:

Lot 142, Schaefer Heights Sub. Sec. 13, City of Dearborn, Wayne County, Michigan, as recorded in Liber 32, Page 82 of Plats, Wayne County Records.

Parcel I.D. 82-09-132-03-023
Commonly known as 4922 Curtis, Dearborn, MI

from the owner thereof and pay therefore the sum of \$3,000 upon furnishing to the City by said owner of a title insurance policy showing marketable title thereon and when a deed to the premises has been properly executed, approved by the Office of the Corporation Counsel and delivered to the City; be it further

RESOLVED: That the acquisition and demolition complies with the public purpose for which the Operation Eyesore and Neighborhood Stabilization Programs were created by removing substandard homes from the neighborhood; be it further

RESOLVED: That this acquisition is contingent upon the terms and conditions set forth in the purchase agreement as approved by the Office of the Corporation Counsel; be it further

RESOLVED: That the Corporation Counsel or her designee is authorized to execute documents on behalf of the City of Dearborn to complete this transaction; be it further

RESOLVED: That the Finance Director be and is hereby authorized and directed to issue his proper warrant in the amount of \$3,000, subject to adjustments, if any, as shown on the closing statement prepared, reviewed, and approved by the Office of the Corporation Counsel, drawn upon the General Capital Improvement Fund Project No.

C05500, Neighborhood Stabilization, payable to the grantor, or their nominee, in payment of said land; be it further

RESOLVED: That the Finance Director be and is hereby authorized and directed to issue his proper warrant in the amount up to \$16,000 for demolition and appurtenant costs, drawn upon the General Capital Improvement Fund Project No. C05500, Neighborhood Stabilization, payable to the necessary entities in payment of said demolition and appurtenant costs.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-386-12. RESOLVED: That City Council hereby concurs in the Mayor's re-appointment of Teresa Pulido, to the Telecommunications Commission for a term ending June 30, 2014.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Abraham.

7-387-12. RESOLVED: That City Council hereby concurs in the Mayor's re-appointment of Dr. Tawfiq Hassan, to the Planning Commission for a term ending June 30, 2015.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-388-12. RESOLVED: That City Council hereby concurs in the Mayor's re-appointment of Said Deep, to the Planning Commission for a term ending June 30, 2015.

The resolution died upon roll call as follows: Yeas: Abraham, Bazy and Hubbard (3). Nays: Tafelski (1). Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-389-12. RESOLVED: That the City of Dearborn, in accord with Section 436.17 of the Michigan Liquor Control Act, does hereby approve the transfer of ownership of an escrowed 2011 Class C licensed business located at 22145 Outer Drive, Dearborn, Michigan, from SDG, Inc. to Echos Grill, Inc.; be it further

RESOLVED: That such approval shall not be effective and shall not be so forwarded unless and until the payment of all personal property taxes assessed to the transferor have been made; be it further

RESOLVED: That a certified copy of this resolution be forwarded to the Michigan Liquor Commission, State Secondary Governmental Complex, 7150 Harris Drive, P.O. Box 30005, Lansing, Michigan 48909.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-390-12. RESOLVED: That the City of Dearborn, in accord with Section 436.17 of the Michigan Liquor Control Act, does hereby approve the request of CCRC Dearborn, LLC to transfer the classification of a B-Hotel License to a Class C licensed business located at 300 Town Center, Dearborn, Michigan; be it further

RESOLVED: That such approval shall not be effective and shall not be so forwarded unless and until the payment of all personal property taxes assessed to the transferor have been made; be it further

RESOLVED: That a certified copy of this resolution be forwarded to the Michigan Liquor Commission, State Secondary Governmental Complex, 7150 Harris Drive, P.O. Box 30005, Lansing, Michigan 48909.

The resolution was adopted as follows: Yeas: Abraham, Bazy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported by Tafelski.

7-391-12. WHEREAS: The Chief of Police has issued temporary rules and regulations provided for under authority of Chapter 18, Section 18-150 (23), entitled "Traffic Code" of Ordinance No. 96-661, on a 60-day trial basis, and

WHEREAS: The Chief of Police has reported that experience to date would suggest that the temporary rules and regulations be made permanent; be it

RESOLVED: That the Traffic Rules and Regulations are hereby amended to include a provision that a Handicap Parking Sign in front of 3845 Monroe, the American Spine and Pain Clinic be and is hereby installed.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported by Hubbard.

7-392-12. RESOLVED: That receipt of a donation in the amount of \$100 from Wayne County Commission Gary Woronchak to the City of Dearborn's Recreation & Parks Department, Senior Services Division for the Dearborn Seniors' 90th Plus Birthday Party 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 City Council hereby directs the City Treasurer to credit this money in the General Fund, Recreation & Parks Department, Senior Services Division, Distribution Account #101-3090-365.90-00, and authorizes the Director of Finance to process expenditures from this account in support of the purpose for which it was donated.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Abraham supported by Hubbard.

7-393-12. RESOLVED: That receipt of a donation in the amount of \$1,000 from the Dearborn Rotary Foundation to the City of Dearborn's Recreation & Parks Department, Senior Services Division for the Annual Senior Volunteer Breakfast 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 City Council hereby directs the City Treasurer to credit this money in the General Fund, Recreation & Parks Department, Senior Services Division, Distribution Account #101-3090-365.90-00, and authorizes the Director of Finance to process expenditures from this account in support of the purpose for which it was donated.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Tafelski supported unanimously.

7-394-12. WHEREAS: The Mayor and the Council have learned with sorrow of the passing of Genevieve Nancy Wygonik, and

WHEREAS: This departure at the dictation of Divine Providence, constitutes an irreparable loss to the beloved family and numerous friends and neighbors; be it

RESOLVED: That the Mayor and members of the Council of the City of Dearborn here assembled, hereby sincerely extend and offer in this sad hour of bereavement, heartfelt sympathy and condolence to the family of the deceased.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Abraham supported unanimously.

7-395-12. WHEREAS: The Mayor and the Council have learned with sorrow of the passing of Joseph "Ed" Bartell, and

WHEREAS: This departure at the dictation of Divine Providence, constitutes an irreparable loss to the beloved family and numerous friends and neighbors; be it

RESOLVED: That the Mayor and members of the Council of the City of Dearborn here assembled, hereby sincerely extend and offer in this sad hour of bereavement, heartfelt sympathy and condolence to the family of the deceased.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

By Hubbard supported unanimously.

7-396-12. WHEREAS: The Mayor and the Council have learned with sorrow of the passing of Marlene Czerwick, and

WHEREAS: This departure at the dictation of Divine Providence, constitutes an irreparable loss to the beloved family and numerous friends and neighbors; be it

RESOLVED: That the Mayor and members of the Council of the City of Dearborn here assembled, hereby sincerely extend and offer in this sad hour of bereavement, heartfelt sympathy and condolence to the family of the deceased.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Hubbard and Tafelski (4). Nays: None. Absent: O'Donnell, Sareini and Shooshanian (3).

RICHARD MARGITTAY, 3407 KATHERINE -
Requesting the City look into Carnival Games with regards to jurisdiction and possible enforcement regulating them.

7-397-12. The communication was referred to the Legal Department.

There being no further business, upon a motion duly made, seconded, and adopted, the Council then adjourned at 9:15 P.M.

APPROVED:

THOMAS P. TAFELSKI
President of the Council

ATTESTED:

KATHLEEN BUDA
City Clerk