

REGULAR MEETING OF THE COUNCIL  
OF THE  
CITY OF DEARBORN

January 28, 2014

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

Father David Bechill of the Church of the Divine Child delivered the invocation.

Councilmember Abraham entered the Council Chambers at 7:32 p.m.

By Shooshanian supported by Bazzy.

1-38-14. RESOLVED: That the minutes of the previous regular meeting of January 14, 2014 and special meeting of January 15, 2014 and the same are hereby approved as recorded and published.

The resolution was unanimously adopted.

Councilmember Sareini introduced Ordinance No. 14-1420, entitled, "An Ordinance to Amend the Administration Chapter (Chapter 2) of the Code of the City of Dearborn by adding Article IX, entitled 'Seal of the City'."

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 O'Donnell.

1-39-14. RESOLVED: That proposed Ordinance No. 14-1420 be laid on the table.

The resolution was unanimously adopted.

By Bazzy supported by Tafelski.

1-40-14. WHEREAS: Salil Khandwala, property owner of 24501 Michigan Avenue, has requested permission to encroach onto an existing 16 foot wide public sewer easement for constructing and maintaining a parking lot, and

WHEREAS: The City owns an 8 foot diameter combined sewer, approximately 20 feet deep within the easement, and

WHEREAS: The Engineering Division and the Economic and Community Development Department have no objections to the easement encroachment subject to the following conditions:

- a) Execution of a "Hold Harmless" and "Revocable Permit to Occupy" Agreement with the City prepared by the Legal Department. The cost of the repair, removal or replacement of the parking lot necessary for the maintenance, repair, and/or replacement of the 8 foot diameter combined sewer shall be the responsibility of the property owner.
- b) A permit from the Permit Division of the Economic & Community Development Department is required.

be it therefore

RESOLVED: That City Council hereby grants permission to Salil Khandwala, property owner of 24501 Michigan Avenue, to encroach onto an existing 16 foot wide public sewer easement for constructing and maintaining a parking lot, subject to the above-mentioned conditions; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Tafelski.

1-41-14. RESOLVED: That all bids received for Water Main Replacement and Asphalt Street Paving Resurfacing 2014, Phase 1-BG, Job # 2013-073 are hereby rejected except the bid of DiPonio Contracting, Inc. in an amount not to exceed \$1,270,070, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That a contingency in the amount of \$50,000 to provide for any unforeseen conditions encountered and for estimated variances in the line-item quantities during the execution of the project is hereby approved; be it further

RESOLVED: That the City Engineer is hereby authorized to execute all change orders or modifications that utilize all approved contingency; be it further

RESOLVED: That this contract shall be financed from the Local Street Fund-Block Grant, Project Q73014; Local Street Fund, Project Q73014; and the Water Fund, Project Q73014; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Sareini supported by O'Donnell.

1-42-14. RESOLVED: That all bids received for Sewer Rehabilitation 2014 are hereby rejected except the bid of Inland Waters Pollution Control, Inc. in the total amount of \$541,192.20, that the aforementioned bid is hereby accepted, that the Mayor is hereby authorized to execute a formal contract upon the approval of the Department of Law; provided however, that all of the specifications and instructions in the bid have been fully complied with; be it further

RESOLVED: That a contingency in the amount of \$100,000 to provide for any unforeseen conditions as well as emergency sewer lining if necessary is hereby approved; be it further

RESOLVED: That the City Engineer is hereby authorized to execute all change orders or modifications that utilize all approved contingency; be it further

RESOLVED: That this contract shall be financed from the Sewer Fund, Public Works, Construction Services account, Project N02014, Job # 2014-069; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Tafelski supported by Sareini.

1-43-14. RESOLVED: That all bids received for Splash Park/Pad for Hemlock Park are hereby rejected except the bid of Vortex Midwest in an amount not to exceed \$175,000, 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 Facilities Fund, Recreation, Additions and Improvements budget, Project I51714; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Shooshanian.

1-44-14. RESOLVED: That all bids received for Exercise Equipment are hereby rejected except the bid of All Pro Exercise in an amount not to exceed \$26,260, 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 Recreation-Fitness Athletic Capital Equipment Account, budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Tafelski supported by Abraham.

1-45-14. RESOLVED: That all bids received for EMS/Medical Supplies are hereby rejected except the bid of J & B Medical, Inc. in an amount not to exceed \$138,000 (\$46,000 annually), 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 for a term of three-years with three (3), one-year renewal options for a possible contract total of \$276,000 (\$46,000 annually); be it further

RESOLVED: That this contract shall be financed from the General Fund, Fire Department, Operating Supplies budget as well as by any other City department requiring medical supplies on an as-needed basis; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Tafelski supported by Bazzy.

1-46-14. RESOLVED: That all bids received for Sewer Repair at Ternes and Orchard are hereby rejected except the bid of NSS Construction, Inc. in an amount not to exceed \$30,250, 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, Public Works, Repair & Maintenance budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by O'Donnell.

1-47-14. WHEREAS: Ordinance No. 05-1062, Section 2-568 (b) 6, authorizes sole source procurement in certain circumstances, and

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

RESOLVED: That International Radiant, Inc. be designated as a sole source for purchase of Infrared Tube Heating System for Central Garage in an amount not to exceed \$28,020 and that the Purchasing Agent be authorized to enter into a purchase order for the aforementioned items; be it further

RESOLVED: That this purchase order shall be financed from General Fund-Central Garage Building Repair and Maintenance project budget; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Sareini supported by Bazzy.

1-48-14. RESOLVED: That all bids received for Construction Management/General Contractor Services for the Dearborn Administrative Center (DAC) are hereby rejected except the bid of The Dailey Company in the amount of \$9,000 with \$1,000 for contingencies, 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 Facilities Fund, Public Works Department, Capital Services Support, Other Services budget, Project J13512; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was adopted as follows: Yeas: Abraham, Bazzy, Dabaja, O'Donnell, Sareini, and Shooshanian (6). Nays: Tafelski (1). Absent: (0)

By Sareini supported by Bazzy.

1-49-14. WHEREAS: AT&T Wireless has expressed interest in constructing a new cell tower at the Dearborn Hills Golf Course maintenance facility on Gulley Road. The company has requested access to the site to conduct testing related to the feasibility of the site, and

WHEREAS: Corporation Counsel is having separate discussions with AT&T about a lease for the site. In the event that a draft agreement is reached, it will be presented to City Council for review. In 2011, the City entered into a 25-year lease agreement with AT&T for a cell site at Ford Woods Park that will produce revenue in excess of \$1,000,000 over the life of the lease; be it therefore

RESOLVED: That the Mayor is hereby authorized to execute the attached Entry and Testing Agreement to allow AT&T Wireless access to conduct testing related to the feasibility of constructing a new cell tower at the Dearborn Hills Golf Course maintenance facility on Gulley Road; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.





3. Licensee agrees to indemnify, defend, and hold harmless Licensor, its members, affiliates, managers, employees, agents, consultants, contractors, successors and assigns and any lawfully operating user on the Site from all claims, actions, damages, liability and expense, including without limitation attorneys' fees and costs, arising from the breach of any provision of this Agreement or from any occurrence in or upon or at the Site caused by the acts or omissions of Licensee, its employees, agents or contractors upon the Site or any property surrounding the Site, including without limitation the Permitted Activities. This indemnification obligation shall survive the expiration or termination of this Agreement.

4. (a) During the term of this Agreement and at Licensee's sole cost and expense, Licensee will maintain the following insurance:

**(1) Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

**(2) Additional Insured:** The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn".

**(3) Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee. **Endorsement:** The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

**(4) Automobile Liability Coverage:** Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

**(5) Commercial Umbrella/Excess Liability:** Commercial umbrella or excess liability coverage afforded over the general, automobile and employer's liability for limits of not less than \$3,000,000 per occurrence.

**(6) Endorsement:** The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

**(7) Cancellation Clause:** Cancellation clause shall state not less than thirty (30) days.

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Prior to entering the Site, Licensee shall provide a certificate of insurance to Licensor evidencing the required insurance coverage and listing Licensor and any mortgagee of Licensor or fee owner of the Site as an additional insured on the Commercial General Liability insurance as set forth above.

**Deleted:** <#>Commercial general liability insurance with limits of not less than \$1,000,000 for each occurrence of bodily injury, personal injury, death and property damage.¶  
<#>Statutory Workers Compensation insurance and Employer's liability insurance; and¶  
<#>Automobile Liability insurance in an amount of not less than \$1,000,000 combined single limit for bodily injury, death and property damage.¶

5. Licensor agrees that subject to all restrictions contained in the ground lease or other agreement between Licensor and the owner of the Site, if applicable, Licensee may enter upon the Site to perform the Permitted Activities upon execution of this Agreement and for a period of up to ninety (90) days after the Effective Date; provided, however, that Licensor may immediately terminate this Agreement in the event Licensee breaches any term of this Agreement.

6. Licensee agrees that it will, upon the expiration or earlier termination of this Agreement, remove any and all equipment installed on the Site as part of the Permitted Activities, repair any and all damage to the Site that might have been caused in connection with the Permitted Activities or with the removal of the equipment installed as part of the Permitted Activities and will return the Site to the condition it was in before Licensee's entry onto the Site. In the event any equipment installed on the Site by Licensee is not removed within seven (7) days of written notice from Licensor to Licensee, Licensor shall have the absolute right without notice to remove such equipment at Licensee's sole cost and expense. Licensee's action to remove such equipment shall not be deemed a waiver of its other rights or remedies.

7. For purposes of communication under this Agreement, notices should be sent as follows:

If to LICENSOR: City Clerk

**Deleted:** of Dearborn (Attn. William H. Irving)

13615 Michigan Ave. STE 3

Dearborn, MI. 48126

By U.S. Postal Service or Overnight Courier

Corporation Counsel

13615 Michigan Ave., Suite 8

Dearborn, MI 48126

If to LICENSEE:

AT&T Network Real Estate Administration  
Attn: Network Real Estate Administration  
Re: Cell Site # MI2861A; Cell Site Name: Avondale St. & Gulley Rd.  
Fixed Asset No.: 12568054  
575 Morosgo Dr. NE  
13-F West Tower  
Atlanta, GA 30324

With a copy to:

By U.S. Postal Service or Overnight Courier

AT&T Mobility  
Attn.: Legal Department  
Re: Cell Site #:MI2861A; Cell Site Name: Avondale St. & Gulley Rd.  
Fixed Asset No.: 12568054  
208 S. Akward Street  
Dallas, Texas 75202-4206

8. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written are superseded. This Agreement may be amended only by a written document duly executed by the parties. This Agreement is governed by the laws of the State where the Site is located.

9. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or same counterpart.

10. In the event of any dispute, action or proceeding between the parties hereto in any way pertaining to this Agreement the prevailing party or parties shall be entitled to recover from the other party or parties all expenses, fees and costs of such matter, including without limitation, reasonable attorneys' fees and any costs of appeal, investigation, preparation and professional or expert consultant or testimony in connection with such dispute, action or proceeding.

11. Licensee may not assign any of its rights under this Agreement without the written consent of Licensor. Any attempted assignment in violation of this provision shall be void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

**Deleted:** <#>This Agreement shall be governed by the laws of the state where Site is located. ¶  
¶  
¶  
¶

**LICENSOR:**

**LICENSEE:**

City of Dearborn

New Cingular Wireless PCS, LLC,

By: City of Dearborn

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: William H. Irving

Print Name: \_\_\_\_\_

Its: Assistant City Attorney \_\_\_\_\_

Its: \_\_\_\_\_

By Shooshanian supported by Abraham.

1-50-14. WHEREAS: Abdallah Salman and Tamime Khalil, who own and reside at 15131 Tireman, a single-family, owner-occupied house with a driveway and a detached garage, and Hussein Mohsen, who owns and occupies 15103 Tireman, which is a registered vacant commercial building on the first floor and a one unit apartment with a valid C of O on the second floor, are asking the City of Dearborn to split and sell to them the vacant lot located between their lots so that they may combine that portion of the lot with the adjacent lots they own, and

WHEREAS: The Assessor's Department valued the unbuildable lot at \$2,800, and

WHEREAS: The sale is conditioned on the following:

1. Purchasers must close simultaneously, and
2. Purchasers may not assign their purchase option without the approval of the Dearborn City Council, and
3. Closing of this transaction must take place within ninety (90) days of the effective date of the Dearborn City Council Resolution which authorizes the sale of the property; failure to close within this period shall result in the Resolution automatically being rescinded, deposit forfeited, and the sale declared null and void, and
4. The purchasers accept the property "AS IS" and assume all responsibility for soil testing and soil conditions, and
5. Lots must be combined with the Purchasers' adjacent land for tax and assessment purposes at the closing. Failure to do so shall result in the Resolution automatically being rescinded, deposit forfeited, and the sale declared null and void, and

6. With respect to 15131 Tireman, use of this property for construction or expansion of any dwelling shall require the owner to comply with lot coverage and side yard setbacks of the Dearborn Zoning Ordinance. Purchasers are waiving their rights to seek any variances. Lots may not be resplit or combined with other land for a re-splitting as two buildable lots. Lot may only be sold or developed in combination with Purchasers' adjacent land, and
7. Since 15103 Tireman is partially a commercial building and the owner may, in the future, demolish the commercial building, the lots may not be re-split or combined with other land without the permission of the City Assessor and the Dearborn City Council. Purchaser must obtain permission from the City Assessor and the Dearborn City Council before any reconfiguration or division occurs. Purchaser is waiving his right to seek any variances, and
8. If Purchasers violate any of the restrictions imposed, they are obligated to sell the property back to the City for \$1,400, less 10% and less costs associated with the transfer of property back to the City

and

WHEREAS: The City has no further need for said land and this Council believes that said offer is a fair and reasonable price for said land and it is in the best interest of the City to accept said offer; be it therefore

RESOLVED: That this Council does hereby determine to effect the sale at a price of \$1,400 to Abdallah Salman and Tamime Khalil of the parcel described as:

West 17 ½ ft. of Lot 648, Robert Oakman Land Company's Warren Grove Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 40, Page 91 of Plats, Wayne County records.

Tax I.D.: Part of 82-10-063-04-027

and to effect the sale at a price of \$1,400 to Hussein Mohsen of the parcel described as:

East 17 ½ ft. of Lot 648, Robert Oakman Land Company's Warren Grove Sub., City of Dearborn, Wayne County, Michigan, as recorded in Liber 40, Page 91 of Plats, Wayne County records.

Tax I.D.: Part of 82-10-063-04-027

and that the Mayor be and is hereby authorized to execute a deed for said land to Mr. Salman and Ms. Khalil, and Mr. Mohsen, upon delivery to the City of the above purchase price and full compliance with the conditions outlined above, subject to adjustments, if any, as shown on the Closing Statement, prepared by Corporation Counsel and based upon Mr. Salman and Ms. Khalil, and Mr. Mohsen closing simultaneously within ninety (90) days of the effective date of this Resolution; be it further

RESOLVED: That the sale is contingent upon the above-referenced conditions being satisfied, and upon the satisfaction of the terms contained in the Offer to Purchase Real Estate; 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 sale of the vacant lot at 15125 Tireman as side yard for the expansion of lots is consistent with the public purpose identified when the City originally purchased the property through the HUD \$1 Program and serves a public purpose by promoting lot expansion to enhance the neighborhoods; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Tafelski supported by Sareini.

1-51-14. WHEREAS: City Council previously authorized Fatme Jammal to purchase the North 10 ft. of the vacant lot located at 4731 Walwit for \$1,300 so that she may combine it with the adjacent lot she owns, and

WHEREAS: Council Resolution 9-490-13 required Fatme Jammal to close on the property within 90 days of the resolution. The 90-day deadline to close expired on December 23, 2013, and

WHEREAS: Fatme Jammal is requesting and extension until June 2014 to close on the North 10 ft. of the vacant lot located at 4721 Walwit, due to some current financial hardship, and

WHEREAS: In the past, the City has required a \$100 fee to accompany a request for an extension to close on the lots that were sold from the City's lot list, and

WHEREAS: Because the sale of this property is a side-yard sale rather than a sale for new construction, a fee has not been assessed, and

WHEREAS: Fatme Jammal provided a non-refundable deposit in the amount of \$130 when she signed and returned the purchase agreement to the Department of Law, and

WHEREAS: It is recommended that Fatme Jammal's request for an extension until June 30, 2014 to close on the North 10 ft. of the vacant lot located at 4721 Walwit be granted; therefore be it

RESOLVED: That Fatme Jammal is granted an extension until June 30, 2014 in which to close on the purchase of the North 10 ft. of the vacant lot located at 4721 Walwit from the City of Dearborn; be it further

RESOLVED: That all other provisions in the purchase agreement and in Council Resolution 9-490-13 remain in effect; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Shooshanian supported by Sareini.

1-52-14. RESOLVED: That City Council hereby authorizes the Mayor to renew the City's membership with the Dearborn Chamber of Commerce in the amount of \$3,100 for the period of January 1, 2014 through December 31, 2014; be it further

RESOLVED: That this membership renewal shall be financed from the 2014 Fiscal Year City-wide Account (Account #101-1299-421.65-00); be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.



By Sareini supported by Shooshanian.

1-53-14. WHEREAS: The City of Dearborn maintains public libraries and also desires to expand the opportunities for its residents and property owners to utilize library services when they are outside of Dearborn, and

WHEREAS: The City of Dearborn Heights also maintains public libraries and also desires to expand the opportunities for residents and property owners to utilize library services when they are outside of Dearborn Heights, and

WHEREAS: The Dearborn Public Library Commission and the City of Dearborn Heights find that it is in the best interests of their respective libraries to create a reciprocal borrowing process that would allow their respective residents and property owners to borrow library materials in-person from the other library under the same conditions that apply to residents and property owners, and

WHEREAS: This Agreement is authorized by the Public Libraries Act, 1952 PA 92, MCL 397.471 *et seq* which allows the officers, agency or other authority charged by law with the maintenance and operation of any library for general public use to enter into and perform contracts or arrangements with the officers, agency or other authority likewise charged in respect of any other such library for cooperation and coordination in the maintenance and operation of the libraries to avoid unnecessary duplication and at the same time promote the widest public use of books, manuscripts and other materials and facilities, and

WHEREAS: Both Parties understand that reciprocal borrowing is not a replacement for, but rather a supplement to the services their libraries provide; now therefore be it

RESOLVED: That 1. The purpose of this Agreement is to facilitate the use of the neighboring libraries by residents or property owners in the City of Dearborn or the City of Dearborn Heights; be it further

RESOLVED: That 2. This Agreement shall commence on March 1, 2014. On or before March 1, 2019, this Agreement will be evaluated and a recommendation will be made to both Cities on the continuance of the reciprocal Agreement, to be approved before the termination of the Agreement in order to ensure continuity of service. Unless agreed by the parties to continue this Agreement or enter into a more permanent reciprocal Agreement, this Agreement shall terminate on March 1, 2019; be it further

RESOLVED: That 3. For the purposes of this Agreement, the following terms shall have the following meanings:

- a. "Resident" means a resident of or an owner of property and taxpayer of the City of Dearborn or the City of Dearborn Heights.
- b. "Owning Library" means the library that owns an item that may be borrowed pursuant to this Agreement.
- c. "Parties" means the parties to this Agreement, namely the City of Dearborn and the City of Dearborn Heights. "Party" means either the City of Dearborn or the City of Dearborn Heights.

be it further

RESOLVED: That 4. A Resident of one Party may obtain a library card permitting the use of the other Party's library's facilities and services, without payment of a non-resident fee. This provision is subject to the following conditions:

- a. Any person using the library facilities and services of any library by virtue of this Agreement:
  - i. Must conform to the rules and regulations of the institution from which they borrow
  - ii. Must pay promptly, to the appropriate library, all loss, damage or delinquency charges which may be charged or may accrue against them
  - iii. May return material to either the Dearborn Public Library or Dearborn Heights Public Library whereby the material will be returned to the "Owning Library" using The Library Network (TLN) delivery service.
- b. The current policies and procedures for the provisions of library services of each library shall remain in effect, with no coordination or standardization required, and specifically including the following provisions:
  - i. Library materials placed on request must be picked up by the library cardholder at the Owning Library
  - ii. Dearborn Heights Public Library is unable to offer to Dearborn residents reciprocal borrowing privileges at non Dearborn Heights libraries

- iii. Dearborn Heights Public Library is unable to offer MeLCat services to Dearborn residents
  - iv. Dearborn Heights Public Library will allow some (up to 3 requests at one time) interlibrary loan services from The Library Network Shared System
  - v. Dearborn Public Library will not provide shut-in service for Dearborn Heights residents.
- c. This Agreement does not extend to each Party's library's non-resident cardholders. Only Residents living or owning property within the Parties' respective municipal boundaries shall be eligible to use library services pursuant to this Agreement.
  - d. Each library system shall establish tracking codes to provide information, on an annual basis, on the number of cards issued and the number of items checked out from their respective libraries.

be it further

RESOLVED: That 5. Each Party will bear its own cost of performing under this Agreement; be it further

RESOLVED: That 6. The primary contacts under the terms of this Agreement are:

City of Dearborn

City of Dearborn Heights

Dearborn Public Library  
Henry Ford Centennial Library  
Attn: Library Director  
16301 Michigan Avenue  
Dearborn, Michigan 48126

Dearborn Heights Public Library  
Caroline Kennedy Library  
Attn: Library Director  
24590 George Street  
Dearborn Heights, Michigan 48127

Circulation issue contacts will be identified upon Agreement acceptance.

be it further

RESOLVED: That 7. This Agreement may be modified only by further agreement in writing as mutually agreed to by both Parties; be it further

RESOLVED: That 8. Either party may terminate this Agreement without cause during the term of this Agreement by giving written notice to the other Party at least three (3) months prior to the date of termination; be it further

RESOLVED: That 9. 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 by mediation administered by a mediator selected by agreement of the Parties. All fees and expenses from mediation or arbitration shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, agents and employees associated with the mediation; be it further

RESOLVED: That 10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan; be it further

RESOLVED: That 11. 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 12. 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 13. 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 14. 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.

By Tafelski supported by Abraham.

1-54-14. RESOLVED: That receipt of a donation in the amount of \$10,000 from Ford Motor Company Fund to the City of Dearborn for the recent purchase of AWE Early Literacy Computers 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 Finance Director to deposit this money in the Library account 271-5100-365.90-00 (Donations), and authorizes the Finance Director to appropriate the money to Library expenditure account 271-5100-721.61-90; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by O'Donnell.

1-55-14. RESOLVED: That receipt of a donation in the amount of \$500 from University of Michigan-Dearborn Mardigian Library to the City of Dearborn to support the Big Read-Dearborn 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 Finance Director to deposit this money in the Library account 271-5100-365.90-00 (Donations) Project Z77622, and authorizes the Finance Director to appropriate the money to Library expenditure account 271-5100-721.98-00 Project Z77622; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Bazzy supported by Tafelski.

1-56-14. RESOLVED: That receipt of a donation in the amount of \$500 from American Arab Pharmacist Association to the City of Dearborn to support the Big Read-Dearborn 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 Finance Director to deposit this money in the Library account 271-5100-365.90-00 (Donations) Project Z77622, and authorizes the Finance Director to appropriate the money to Library expenditure account 271-5100-721.61-90 Project Z77622; be it further

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Tafelski supported by Bazzy.

1-57-14. RESOLVED: That City Council hereby concurs in the Mayor's appointment of Paul J. Draus, as replacement for Ginger Nickloy, to the Economic Development Corporation for a term ending June 30, 2017.

RESOLVED: That this resolution be given immediate effect.

The resolution was unanimously adopted.

By Shooshanian supported unanimously.

1-58-14. WHEREAS: The Mayor and the Council have learned with sorrow of the passing of Gino Polidori, 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 unanimously adopted.

By Tafelski supported unanimously.

1-59-14. WHEREAS: The Mayor and the Council have learned with sorrow of the passing of Dave Thiry, 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 unanimously adopted.

There being no further business, upon a motion duly made, seconded, and adopted, the Council then adjourned at 8:24 P.M.

APPROVED:

\_\_\_\_\_  
President of the Council

ATTESTED:

\_\_\_\_\_  
City Clerk