



City of Dearborn Heights
6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127

Hassan Ahmad
Council Chairman

Study Sessions and City Council Meetings shall be attended in person by City Council Members. Members of the public have the option of attending in person or virtually.

Purpose: **6:00 p.m. CITY COUNCIL REGULAR MEETING**

Location: **City Hall Council Chambers - 6045 Fenton**

Date: **Tuesday, April 28, 2026**

Join Zoom Meeting

<https://us06web.zoom.us/j/87540585861?pwd=awH4EzpWDJmwPVZXUfAwgGbSycG3NC.1>

Meeting ID: 875 4058 5861

Passcode: 027636

One tap mobile

+13092053325,,82415788624#,,,,*084385# US
+13126266799,,82415788624#,,,,*084385# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 507 473 4847 US

+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
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Find your local number: <https://us06web.zoom.us/j/87540585861?pwd=awH4EzpWDJmwPVZXUfAwgGbSycG3NC.1>

Persons who may wish to contact members of the City Council to provide input or to ask questions on any business that will come before the City Council at the meetings are to contact City Clerk Senia at (313)791-3434 or email at clerks@dearbornheightsmi.gov before 5:00 p.m. on the day of the meeting. To participate in the "Public Comments" portions of the meeting, click on the Zoom link to enter the meeting room, and raise your "Zoom" hand to indicate that you have a question or comment.

Council Chairman: (313) 819-0609 • City Clerk: (313) 791-3435
HmAhmad@dearbornheightsmi.gov

ORDER OF BUSINESS APRIL 28, 2026
REGULAR MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL

1. **CALL OF MEMBERS**

2. **PLEDGE OF ALLEGIANCE**

A Mayor Baydoun - Proclamation - Resident 100 Year Birthday

3. **AGENDA APPROVAL**

4. **APPROVAL OF MINUTES**

A Minutes from the Regular Meeting of 04-14-26

5. **PUBLIC HEARINGS AND PUBLIC COMMENT**

6. **FUND TRANSFERS AND CURRENT CLAIMS**

A Claims and ACH/Wire Transfers 6-1 Through 6-37

7. **CONSIDERATION OF BIDS**

A Director Nasrallah - Bid Award - 2026-2027 Non-City Owned Properties Grass/Weed Cutting and Debris Removal

8. **REPORTS FROM MAYOR**

9. **REPORTS FROM CITY OFFICIALS**

A DPW Director Danci - Approve Wade Trim for construction engineering and inspection of Beech Daly pedestrian crossing.

B DPW Director Danci - OSHA Fine Payment Approval

C Deputy Fire Chief Philip Hall — Permission to approve proposed EMS rates

D Parks & Recreation Director McArleton - 2026 Spirit Festival Expenses

E Police Chief Michael Guzowski - Firearms Sale

F Police Chief Michael Guzowski - Sale of Taser 7's

10. **PETITIONS FROM CITIZENS**

11. **ORDINANCES AND RESOLUTIONS**

A Council Chairman Ahmad - Resolution Generally Prohibiting City Motor Vehicles from Being Taken Outside of or Operated Outside of the State of Michigan

- B Mayor Baydoun - First and Second Reading of Proposed Ordinance H-26-02 - "E-Bikes"
- C Mayor Baydoun - First and Second Reading of Proposed Ordinance H-26-03 - Updating City Code Section 27-1 Related to Definitions for Special Assessments
- D CEDD Director Dabajeh - Resolution - Adoption of Updated Wayne County Hazard Mitigation Plan

12. **COMMUNICATIONS**

13. **NEW BUSINESS**

- A Business License Renewal - AUTOMANIA
- B Temporary Food Truck/Tent/Cart License Application - EPIC BITES LLC
- C Temporary Food Truck/Tent/Cart License Application - TACOS LA CONQUISTA

14. **MEMBERS OF THE PUBLIC**

- A Comments from Council Members
- B Announcements
- C Public Comments

15. **ADJOURNMENT**

MINUTES APRIL 14, 2026
REGULAR MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL

Approved for the Agenda of:
04-28-26

26-147 The meeting was called to order at 6:01 p.m. by Council Chairman Hassan Ahmad.

Roll Call showed the following:

Present: Council Chairman Hassan Ahmad, Council Chair Pro Tem Hassan Saab, Councilwoman Nancy Bryer, Councilman Robert Constan, Councilwoman King, Councilwoman Denise Malinowski Maxwell.

Absent: Councilman Tom Wencel.

Also Present: Mayor Baydoun, City Clerk Senia, Treasurer Hicks-Clayton, Assessor Comer, Chief of Staff Baydoun, CEDD Director Dabajeh, Communication Director Qasim, Comptroller Baydoun, Corporation Counsel Miotke, DPW Director Danci, Emergency Management Coordinator Elzayat, Fire Chief Brogan, Grants Director Hefty, HR Director Fisher, Library Director McCaffery, Parks & Recreation Director McArleton, Police Chief Guzowski, Water Billing Director LaPointe.

The Pledge of Allegiance was led by Richard Adgate.

26-148 Motion by Councilman Saab, seconded by Councilwoman Bryer to approve the Agenda for the Regular Meeting of April 14, 2026, as submitted, with the removal of the following:

- Claim 6-9 – Bluum USA, Inc for \$2662.90 for (2) SMART Board GX065-V4 (93371)
- 11-A from CEDD Director Dabajeh - Resolution - Adoption of Updated Wayne County Hazard Mitigation Plan

Motion adopted

26-149 Motion by Councilman Saab, seconded by Councilman Constan to approve the Minutes for the Special Meeting of March 24, 2026, as outlined in 4-A.

Motion adopted

26-150 Motion by Councilwoman King, seconded by Councilman Saab to approve the Minutes for the Regular Meeting of March 24, 2026, as outlined in 4-B.

Motion adopted

26-151 Motion by Councilwoman Bryer, seconded by Councilman Saab to approve the Minutes for the Special Meeting of April 7, 2026, as outlined in 4-C.

Motion adopted

26-152 Motion by Councilman Saab, seconded by Councilwoman King to approve the Current Claims and ACH/Wire Transfers 6-1 through 6-8 and 6-10 through 6-57, as submitted.

1	Abdo Publishing Company	\$ 1,502.00
2	Ajax Materials Corporation	\$ 6,803.40
3	Allied Incorporated	\$ 25,785.00
4	Wade Trim	\$ 2,002.50
5	Wayne County (Jail)	\$ 2,975.00
6	Artistic Landscaping & Lawn Service	\$ 2,400.00

7	Bae Networks	\$ 12,436.38
8	Bae Networks	\$ 12,472.56
9	Bloom USA Inc.	\$ 2,662.90
10	Bloom USA Inc.	\$ 2,662.90
11	Bloom USA Inc.	\$ 2,662.90
12	Bloom USA Inc.	\$ 3,196.24
13	Bound Tree	\$ 2,230.38
14	BS&A	\$ 10,314.00
15	Business Information Systems	\$ 5,572.95
16	Corrico Maldegen Ins. Agency	\$ 4,182.00
17	Central Wayne County Sanitation Auth.	\$ 33,322.59
18	Central Wayne County Sanitation Auth.	\$ 6,428.00
19	City of Dearborn	\$ 34,918.58
20	City of Dearborn	\$ 35,943.48
21	Detroit Tigers	\$ 1,558.00
22	Downriver Utility Wastewater Auth.	\$ 72,205.40
23	ETNA Supply	\$ 1,882.00
24	Ferguson	\$ 1,993.52
25	Village Ford	\$ 1,909.58
26	Gary Miotke	\$ 3,000.00
27	Great Lakes Water Authority	\$ 12,260.91
28	HealthJoy Invoices	\$ 1,871.42
29	Hoopla	\$ 2,301.64
30	HydroCorp	\$ 3,317.50
31	Johnson Controls	\$ 4,980.26
32	LINEV Systems	\$ 6,460.32
33	Macqueen	\$ 1,513.31
34	Meroueh Hallman	\$ 9,152.50
35	Michael Guzowski	\$ 2,270.00
36	New Image Building Services	\$ 3,023.13
37	Olgetree Deakins	\$ 3,327.50
38	Plante Moran	\$ 14,966.25
39	Plante Moran	\$ 8,433.75
40	Quad-Tran	\$ 5,569.98
41	Quad-Tran	\$ 7,684.00
42	R&R Fire Truck	\$ 5,568.79
43	R&R Fire Truck	\$ 1,672.83
44	R&R Fire Truck	\$ 4,597.55
45	R&R Fire Truck	\$ 3,485.95
46	R&R Fire Truck	\$ 4,789.99
47	R&R Fire Truck	\$ 1,692.81

48	RKA Petroleum	\$ 1,716.11
49	RKA Petroleum	\$ 1,846.77
50	RKA Petroleum	\$ 22,150.16
51	Schenk & Bruetsch	\$ 2,870.00
52	State of Michigan	\$ 3,520.18
53	The Library Network	\$ 10,798.95
54	The Senior Alliance	\$ 5,734.00
55	Ulliance	\$ 1,939.80
56	Ulliance	\$ 2,170.35
57	Village Ford	\$ 1,705.52

Motion adopted

26-153 Motion by Councilman Saab, seconded by Councilwoman Bryer to approve the lowest and most qualified Bid Proposal for the Program year (PY)? FEMA 4547.07 Demolition Program and award the bid to Berkshire Development in the amount of \$44,000.00 subject to their timely submittal of all required documents to the CEDD.

In addition, please authorize the Comptroller's Office to return all bid bonds to all other bidders.

Further, please authorize the Mayor and Clerk to sign the agreement on behalf of the City, as outlined in 7-A. Per CEDD Director Dabajeh communication dated April 7, 2026.

Motion adopted

26-154 Motion by Councilman Saab, seconded by Councilman Constan to approve the bid award for the replacement of carpet in the Building Department to the lowest bidder, Metro Carpet & Floors, for a cost not to exceed \$4506.00.

In addition, approve the proposed change estimate to also replace the carpet in the CEDD/CDBG office at City Hall, for a cost not to exceed \$1,055.75.

Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from Account 101-371-818.000 for the original contract (Current Balance \$24,849.10). The change estimate will be paid using CDBG funding, as outlined in 7-B. Per Comptroller Baydoun communication dated April 1, 2026.

Motion adopted

26-155 Motion by Councilwoman King, seconded by Councilman Constan to approve the return of the bid deposits to both vendors who bid on the fire truck build and authorize the Comptroller's Office to return the bid bonds, as outlined in 7-C. Per Deputy Fire Chief Hall communication dated April 6, 2026.

Motion adopted

26-156 Motion by Councilwoman Bryer, seconded by Councilman Saab to approve Allied Building Service for a do not exceed price of \$6,854.23 (Original price plus 5% contingency). In addition, authorize the DPW Director and/or

Comptroller to sign the invoice and issue payment upon completion of the work from GL# 101-265-818.000. Current balance \$17,627.06, ending balance no less than \$10,770.83, as outlined in 7-D. Per DPW Director Danci communication dated April 7, 2026.

Motion adopted

- 26-157** Motion by Councilman Constan, seconded by Councilwoman Bryer to approve this request to seek bids/quotes for water bill printing services, as outlined in 7-E. Per Water Billing Director LaPointe communication dated April 7, 2026.

Motion adopted

- 26-158** Motion by Councilman Saab, seconded by Councilman Constan to approve the proposed agreement with the City of Dearborn Heights and GCSI. Furthermore, authorize the Mayor and Clerk to sign the agreement on behalf of the City, as outlined in 8-A. Per Mayor Baydoun communication dated April 7, 2026.

Motion adopted

- 26-159** Motion by Councilwoman Bryer, seconded by Councilman Constan to approve the thirteen (13) proposed exclusive listing agreements between the City of Dearborn Heights and Keller Williams for the sale of City owned properties. Furthermore, authorize the Mayor and Clerk to sign the agreements on behalf of the City, as outlined in 8-B. Per Mayor Baydoun communication dated April 7, 2026.

Motion was Amended to reflect the following:

Motion by Councilwoman Bryer, seconded by Councilman Constan to approve the thirteen (13) proposed exclusive listing agreements between the City of Dearborn Heights and Keller Williams for the sale of City owned properties, **indicating 2% Broker fees in the Master Listing Agreement as approved in Motion 26-041.** Furthermore, authorize the Mayor and Clerk to sign the agreement on behalf of the City, as outlined in 8-B. Per Mayor Baydoun communication dated April 7, 2026.

Motion adopted

- 26-160** Motion by Councilman Saab, seconded by Councilman Constan to approve the deduction of proceeds from the sale of City Owned Properties at closing at a cost not to exceed the estimate amount attached when the cleaning services have been utilized, as outlined in 8-C. Per Mayor Baydoun communication dated April 9, 2026.

Motion adopted

- 26-161** Motion by Councilman Constan, seconded by Councilman Saab to approve the purchase of 3 desks to furnish our new office in City Hall across from the Building Department.

Each desk from U-Line is \$1,200.00, originally \$1,235.00 per desk. We are receiving a discount because we are purchasing 3 desks. Each desk is 72"x72", with 2 sets of drawers and a hutch per desk, as outlined in 9-A. Per CEDD Director Dabajeh communication dated April 7, 2026.

Motion adopted

- 26-162** Motion by Councilman Saab, seconded by Councilman Constan to approve the agreement between the City and Cybersecurity & IT Consulting for a total cost not to exceed \$25,000, with a portion of this cost attributed to the 2026-2027 fiscal year. In addition, authorize the Mayor and Clerk to sign the contract on behalf of the City. Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to

issue payment from Account 101-371-818.000 (current account balance of \$24,849.10, as outlined in 9-B. Per Comptroller Baydoun communication dated April 7, 2026.

Motion adopted

- 26-163** Motion by Councilman Saab, seconded by Councilwoman Bryer to approve the contract modification described in the backup documents between the City of Dearborn Heights and Mark Anthony Construction, as outlined in 9-C. Per DPW Director Danci communication dated April 7, 2026.

Motion adopted

- 26-164** Motion by Councilman Saab, seconded by Councilman Constan to approve the contract modification between the City and Hydro Corp, Inc. for a total not to exceed \$1,134,405.58 over a 5-year period. In addition, authorize the Mayor and Clerk to sign the contract on behalf of the City, which will expire on June 30th, 2031, pending review by the Corporation Counsel. Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from Account 592-536-818.000. This contract will start July 1st, 2026, and be budgeted \$209,440.00 in FY26/27. Future fiscal year costs are noted in the back-up document, as outlined in 9-D. Per DPW Director Danci communication dated April 7, 2026.

Motion adopted

Councilwoman Malinowski Maxwell left at 7:06 p.m.

- 26-165** Motion by Councilman Saab, seconded by Councilwoman Bryer to approve the appointment of Mayor Baydoun to serve as the City's primary representative for the Board of Directors and John Danci, DPW Director, as the alternate representative. Further appoint John Danci to serve as the City's primary representative for the Technical Committee to the Downriver Utility Wastewater Authority (DUWA), as outlined in 9-E. Per DPW Director Danci communication dated April 7, 2026.

Motion adopted

Councilwoman Malinowski Maxwell arrived back at 7:08 p.m.

- 26-166** Motion by Councilman Saab, seconded by Councilman Constan to approve the intergovernmental agreement between the City of Dearborn Heights and the City of Inkster with regard to the road construction of Cherry Hill between Gulley and Inkster Road, pending approval from Corporation Counsel. In addition, authorize the Mayor and Clerk to sign the contract on behalf of the City, which will expire upon completion of the project. Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from Account GL# 202-202-880.300.), as outlined in 9-E. Per DPW Director Danci communication dated April 7, 2026.

Motion adopted

- 26-167** Motion by Councilman Saab, seconded by Councilman Constan to authorize the purchase and payment for ammunition for the Police Department.

The last ammunition purchase was in August 2022. I have three quotes. One from CMP, one from Vance's and a third from Michigan Ammo LLC.

We are choosing to go with Vance's. They are a little bit higher than CMP, but we are getting more ammunition. Price quotes are:

Vance's \$17,655.70
CMP \$ 15,375.00
Michigan Ammo \$3,875.00

I am requesting a motion to authorize the Mayor and Comptroller or Clerk to sign the warrant and authorize the Treasurer to pay from the police ammunition account 101-300-744.000

101-300-744.000 balance before purchase: \$65,634.00. After purchase, \$47,978.30, as outlined in 9-G. Per Police Chief Guzowski communication dated March, 17, 2026.

Motion adopted

26-168 Motion by Councilman Saab, seconded by Councilwoman King to approve the Business License Renewal for Ford Lanes, 23100 Van Born, as outlined in 13-A.

Motion adopted

26-169 Motion by Councilman Saab, seconded by Councilwoman Bryer to adjourn the Dearborn Heights City Council Regular Meeting.

Motion adopted

The meeting adjourned at 8:03 p.m.

LYNNE M. SENIA
CITY CLERK

HASSAN AHMAD
COUNCIL CHAIRMAN

IAN RINKE
COUNCIL SECRETARY

Claims 04/28/2026		
Inv Ref#	Vendor	Inv Amt
1	Ajax Materials Corporation	\$ 7,683.55
2	Allied Building Service	\$ 1,827.50
3	Allied Building Service	\$ 6,758.77
4	Allied Building Service	\$ 8,110.00
5	Bianco Tours	\$ 2,145.00
6	Chili Peppers	\$ 1,560.00
7	Diversified Excavating & Site Utilities LLC	\$ 3,809.00
8	Diversified Excavating & Site Utilities LLC	\$ 4,311.50
9	Dornbos Sign	\$ 3,430.00
10	Downriver Utility Wastewater Authority	\$ 72,205.40
11	Duke's Root Control	\$ 35,234.33
12	Duke's Root Control	\$ 4,779.35
13	EMPCO	\$ 2,890.00
14	EMS-MC	\$ 10,209.76
15	Frontline Consulting	\$ 4,100.00
16	HealthJoy	\$ 1,871.42
17	Hoopla	\$ 2,493.37
18	Imperial Dade	\$ 1,691.30
19	Imperial Dade	\$ 1,706.46
20	Milliken Ford	\$ 1,857.43
21	Nowicki's Plumbing	\$ 2,645.00
22	Oakland County	\$ 1,955.50
23	On Grade Specialists	\$ 6,000.00
24	On Grade Specialists	\$ 6,525.00
25	O'Reilly Rancilio	\$ 13,844.42
26	R&R Fire Truck	\$ 7,284.50
27	RKA Petroleum	\$ 2,212.15
28	RKA Petroleum	\$ 1,532.90
29	Schaefer Plumbing	\$ 3,000.00
30	The Library Network	\$ 2,542.76
31	The Library Network	\$ 11,002.10
32	The Library Network	\$ 11,359.98
33	Urban Tree Trimming	\$ 3,725.00
34	Urban Tree Trimming	\$ 5,975.00
35	Wayne County ESD	\$ 4,300.00
36	Wayne County ESD	\$ 687,920.00
37	Wayne County ESD	\$ 938,116.57
	Total:	\$ 1,888,615.02

Ajax Materials Corporation



OFFICE:
1957 Crooks Road, Suite A
Troy, MI 48084
Phone: 248-244-3300
Fax: 248-244-0800

REMIT TO:
Ajax Materials Corporation
P.O. Box 7058
Troy, MI 48007
Phone: 248-244-3300
Fax: 248-244-0800

Sold To:

City of Dearborn Heights, DPW
6045 Fenton Avenue
Comptroller's Office
Dearborn Hgts., MI 48127

Date	Page	Invoice
04/08/26	1 of 1	327727
Customer #	Job #	Plant #
40501	10925	05

10925: UPM Delivery

Ticket #	Quantity	Prod #	Description	Price	Amount
04/08/26					
50118629	52.99 TON	098	UPM Cold Patch	145.000	7,683.55
Total	52.99	Plant: 05 Inkster			7,683.55
<i>101-440-782.000</i> <i>OK TO PAY</i> <i>4-9-26</i> <i>* Cold patch for temporary pot hole repairs</i> <i>John Danci 4/13/26</i>					
Sales Terms: Net 30 Days				Sales Tax	0.00
				Invoice Total	7,683.55

A 3% processing fee will be applied to all payments made by credit card for a credit account. Our preferred Method of Payment is ACH, contact our office for more information.

INVOICE



ALLIED BUILDING SERVICE

A C NTINUUM SERVICES COMPANY

Allied Building Service Company of Detroit LLC
23640 Research Drive
Farmington Hills, MI 48335
PH: (313) 230-0800

Invoice

Invoice Date April 7, 2026	Page 1 of 1
Billing Cycle -	
Invoice Number 00390367	
Amount Due \$1,827.50	Credit Card Amount Due \$1,882.32

CUSTOMER:

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI
48127

LOCATION:

City Hall - Dearborn Hgts
6045 Fenton st.
Dearborn Hts., MI
48127

Project 245598-WO302072	Terms net 30	Due Date May 7, 2026	Cust PO #
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Description	Qty	\$/ea	Total
Chris said controller is now working did not want me to put put in new controller, but he will buy it from us and leave it in his stock Controller will be left in boiler room at City Hall	0.00	\$ 0.00	\$0.00
Labor	5.50	\$ 95.00	\$522.50
Materials	1.00	\$ 1,305.00	\$1,305.00
sub-total:			\$1,827.50
sales tax:			\$0.00
total:			\$1,827.50
payments & credits:			\$0.00
balance due:			\$1,827.50

Comments:

VAU CONTROLLER FOR STOCK

101-265-728.000

John Danci 4/20/26
John Danci

Allied Building Services pays all required sales tax on materials used on this invoice at the time of purchase.

If you have any questions regarding this invoice, contact Caitlin Ringey ((313) 230-0787).

ALL ORDERS PAID BY CREDIT CARD WILL BE CHARGED AN ADDITIONAL 3% FEE

ATTENTION: Our Banking Information Has Changed To 5/3rd Bank. Please Contact AlliedAR@TeamAllied.com For Updated Banking Information

REMIT PAYMENT TO:

Allied Building Service Company of Detroit LLC | 23640 Research Drive, Farmington Hills, MI 48335 | PH: (313) 230-0800



ALLIED BUILDING SERVICE

A CONTINUUM SERVICES COMPANY

Allied Building Service Company of Detroit LLC
23640 Research Drive
Farmington Hills, MI 48335
PH: (313) 230-0800

Invoice

Invoice Date February 13, 2026	Page 1 of 1
Billing Cycle -	
Invoice Number 00386470	
Amount Due \$6,758.77	Credit Card Amount Due \$6,961.53

CUSTOMER:

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI
48127

LOCATION:

City Hall - Dearborn Hgts
6045 Fenton st.
Dearborn Hts., MI
48127

Project 241030-WO297272	Terms net 30	Due Date March 15, 2026	Cust PO #
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Description	Qty	\$/ea	Total
The technician arrived on site to replace the boiler controller and investigate the lack of heat in the office. They replaced the boiler controller and discovered a boiler union that needed to be opened to bleed trapped air. After bleeding the air pockets, the office regained heat, and the boiler is operating properly at this time.	0.00	\$ 0.00	\$0.00
Labor	42.00	\$ 95.00	\$3,990.00
Materials	1.00	\$ 2,768.77	\$2,768.77

Comments:

sub-total:	\$6,758.77
sales tax:	\$0.00
total:	\$6,758.77
payments & credits:	\$0.00
balance due:	\$6,758.77

John Danci 4/20/26
John Danci

BOILER CONTROLLER
+ AIR IN SYSTEM
+ REPAIR OF REAR ZONE

101-265-932.000

Allied Building Services pays all required sales tax on materials used on this invoice at the time of purchase.

If you have any questions regarding this invoice, contact Caitlin Ringey ((313) 230-0787).

ALL ORDERS PAID BY CREDIT CARD WILL BE CHARGED AN ADDITIONAL 3% FEE

ATTENTION: Our Banking Information Has Changed To 5/3rd Bank. Please Contact AlliedAR@TeamAllied.com For Updated Banking Information

REMIT PAYMENT TO:

Allied Building Service Company of Detroit LLC | 23640 Research Drive, Farmington Hills, MI 48335 | PH: (313) 230-0800



ALLIED BUILDING SERVICE

A CONTINUUM SERVICES COMPANY

Allied Building Service Company of Detroit LLC
23640 Research Drive
Farmington Hills, MI 48335
PH: (313) 230-0800

Invoice

Invoice Date February 26, 2026	Page 1 of 1
Billing Cycle -	
Invoice Number 00387391	
Amount Due \$8,110.00	Credit Card Amount Due \$8,353.30

CUSTOMER:

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI
48127

LOCATION:

City Hall - Dearborn Hgts
6045 Fenton st.
Dearborn Hts., MI
48127

Project 243596-WO299960	Terms net 30	Due Date March 28, 2026	Cust PO #
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Description	Qty	\$/ea	Total
Tech arrived onsite and did the Winter PM services per checklist and reported all findings to Chris. Cleaned up spaces at each location and Job is completed.	0.00	\$ 0.00	\$0.00
Lump Sum Winter Billing	1.00	\$ 8,110.00	\$8,110.00
sub-total:			\$8,110.00
sales tax:			\$0.00
total:			\$8,110.00
payments & credits:			\$0.00
balance due:			\$8,110.00

Comments:

John Danci 4/20/26
John Danci

101-265-818.000

WINTER PM.

Allied Building Services pays all required sales tax on materials used on this invoice at the time of purchase.
If you have any questions regarding this invoice, contact Caitlin Ringey ((313) 230-0787).

ALL ORDERS PAID BY CREDIT CARD WILL BE CHARGED AN ADDITIONAL 3% FEE

ATTENTION: Our Banking Information Has Changed To 5/3rd Bank. Please Contact AlliedAR@TeamAllied.com For Updated Banking Information

REMIT PAYMENT TO:

Allied Building Service Company of Detroit LLC | 23640 Research Drive, Farmington Hills, MI 48335 | PH: (313) 230-0800

CHECK REQUEST

DATE: 4/7/26

ACCOUNT: 691-884

TOTAL AMOUNT: \$2,145

PAYABLE TO: Bianco Tours, Inc.

PURPOSE: Senior Trip on 5-8-26-40 Passenger Bus
C 49593

REMARK: Please return check to P & R.

Michelle- Please let Bridget know when the check comes in!

Thank you!

Approved By: _____

 4/8/26

Director

BIANCO TOURS, INC.

12555 Universal Dr. – Taylor, MI. 48180
Office: (734) 946 7021 Fax: (734) 946 5370



Invoice / Contract Information

Charter#: **C 49593**
2246

City of Dearborn Heights
Attn: Bridget Olivito
1801 N Beech Daly Rd
Dearborn Hts, MI 48127

Inv. Date: 2/24/2026

Contact: Ann

P.O.#:

Deposit required: **0.00**

Deposit due by: **2/24/2026**

Balance due by: **4/8/2026**

Invoice Charges

Qty	Depart Date / Time Return Date / Time	Description Pick-up Point	UnitPrice	Total Amount
1	5/8/2026 6:15 5/8/2026 18:30	40 Passenger Deluxe coach - Wayland, MI PICK UP POINT: Berwyn Senior Center / Eton Senior Rec Center	1,000.00	1,000.00
1		Out of County - PICK UP POINT:	1,145.00	1,145.00

Charter Contract – Please Read Carefully

IMPORTANT NOTE : The charter price is based on the information provided on this Contract. Any deviation to the length of the trip may result in additional charges. Your deposit, along with copies of the signed contract and charter terms, is required to reserve the motorcoach(es). Any payments via CREDIT CARD will be subject to a 3-5% convenience fee. NOTE: A fee of \$30.00 will be levied on returned checks. NO REFUND on cancellations received within 30 days of departure. Please note that unless otherwise noted, the driver's overnight accommodations on overnight charters are to be provided by the chartering party. Driver gratuity is NOT included in the charter price unless specified above.

Please sign and return one
copy with your deposit. _____

Total Invoice: 2,145.00
Total Rcvd: 0.00
Total Due: 2,145.00

Excelling in Service since 1979!

3/31/2026

CHECK REQUEST

DATE: 4/8/26

ACCOUNT: 691-884

TOTAL AMOUNT: \$1,560.00

PAYABLE TO: Chili Peppers

PURPOSE: Senior Trip on August 14, 2026
Cosmic Baseball Game 40 tickets

REMARK: Please return check to P & R.

Michelle- Please mail to:

Chili Peppers
901 Meridian Ave
Colonial Heights, VA 23834

Thank you!

Approved By:  4/8/26
Director



Invoice - CHI-2025-96418876 (NOT PAID)

Bill to

First name
Bridget

Last name
Olivito

Email
bolivito@dearbornheightsmi.gov

Postal code
0

Company
-

Country
United States

Chili Peppers
901 Meridian Ave
Colonial Heights 23834
US

Order date
24/11/2025

Order number
CHI-2025-96418876

GST number

Order details

Products	Qty	Tax	Total
Cosmic Takeover Tour - Toledo, OH (August 14th) - Ticket: Group Booking - Main Seating Area (Main Seating Area) Event date 14/08/2026	40	All relevant taxes apply	\$1,400.00
Per Ticket Booking Fee			\$160.00
Order Handling Fee			\$0.00
Transaction fee			\$0.00
		All relevant taxes apply	\$1,560.00
		Order Total	\$1,560.00
		Amount due	\$1,560.00

Payment details



Diversified Excavating and Site Utilities LLC

Invoice

2110 E Michigan Ave
Ypsilanti MI 48198

Date	Invoice #
3/2/2026	6405

Bill To
City of Dearborn Heights 24600 Van Born Dearborn Heights, MI 48125

P.O. No.
5975 Fenton St

Date	Ticket/Load #	Description	Qty	Rate	Amount
2/28/2026		Job Site: 6975 Fenton St Watermain break -Excavated to 8-inch main -Repaired with clamp -Dirt out, stone in for backfill -Clean up disturbed area			
		Excavator	7.25	160.00	1,160.00
		Dirt Out	12	12.00	144.00
		21AA Limestone	10	25.00	250.00
		Labor (4)	29.25	60.00	1,755.00
		Mobilization	1	500.00	500.00
		GL# 592-537-973.002 Water main break repair John Danci 4/14/26			
Total					\$3,809.00
Phone #		E-mail		Web Site	
734-487-6454		diversifiedexc@gmail.com		www.diversifiedexc.com	



Diversified Excavating and Site Utilities LLC

Invoice

2110 E Michigan Ave
Ypsilanti MI 48198

Date	Invoice #
3/2/2026	6406

Bill To
City of Dearborn Heights 24600 Van Born Dearborn Heights, MI 48125

P.O. No.
5999 Waverly

Date	Ticket/Load #	Description	Qty	Rate	Amount
2/28/2026		Job Site: 5999 Waverly Watermain break -Excavated to watermain -Repaired with (2) clamps and 6-feet of 6-inch pipe -Backfill with stone -Haul out excess dirt -Clean up disturbed area			
		Excavator	5	160.00	800.00
		Skid Steer	4.5	125.00	562.50
		Dirt Out	12	12.00	144.00
		21AA Limestone	10	25.00	250.00
		Labor (4)	29.25	60.00	1,755.00
		Mobilization	1	800.00	800.00
		GL# 592-537-973.002			
		<i>fl-Mi 4/14/26</i> John Danci			
Total					\$4,311.50
Phone #		E-mail		Web Site	
734-487-6454		diversifiedexc@gmail.com		www.diversifiedexc.com	

Dornbos Sign, Inc.

619 W. Harris

Charlotte MI 48813

United States

Phone 517-543-4000

Fax 517-543-4044

INVOICE

Invoice Number: INV85535

Invoice Date: 3/6/2026

Terms: NET 30

Due Date: 4/5/2026

Amount Due: **\$3,430.00****BILL TO****DEARBORN HEIGHTS DPW**EMAIL INVOICE: kwkupchick@dearbornheightsmi.gov
& rmunroe@dearbornheightsmi.gov

Attn: Rod Munroe

SHIP TO**DEARBORN HEIGHTS DPW**

24600 VAN BORN

DEARBORN HEIGHTS MI 48125
USA-D

Attn: Rod Munroe

Ship Via: CALL WHEN DONE

YOUR ORDER NO.

DESCRIPTION

DEARBORN HEIGHTS DPW

Item ID/Description

Quantity

UM Disc%

Price

Amount

HUC300-120GLV01

50

EA

\$68.60

\$3,430.00

12' 3# F/L 3/8" 1"CC **GALV U-CHANNEL POST

101-440-782.000
OK TO PAY
4-13-26

John Danci 4/13/26
John Danci

* Posts for street signs *

Subtotal: \$3,430.00

Freight \$0.00

Sales Tax: \$0.00

Total: \$3,430.00

Allen Park Belleville Brownstown Twp. Dearborn Heights Ecorse Lincoln Park	Downriver Utility Wastewater Authority 25605 Northline Road • Taylor, Michigan 48180	River Rouge Riverview Romulus Southgate Taylor Van Buren Twp. Wyandotte
---	--	---

INVOICE

City of Dearborn Heights
6045 Fenton Street
Dearborn Heights, MI 48127

CUST #: 004
INVOICE #: 304247
SERVICE DATE: 04/01/2026
INVOICE DATE: 04/01/2026
DUE DATE: 05/01/2026

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Fixed Excess Flow (Legacy)	0.400	44,066.0000	\$17,626.40
Fixed Excess Flow (New)	0.600	17,920.0000	\$10,752.00
Fixed Sewage (New)	0.600	73,045.0000	\$43,827.00
GL# 592-537-929.000 Sanitary Sewage for southern part of Dearborn Heights			
Monthly Fixed Charges Year 3 Phase-In (40% Legacy, 60% New Methodology) Billing Period: APRIL 2026 TOTAL INVOICE \$72,205.40 Adjustments \$.00 Payments Applied \$.00 BALANCE DUE \$72,205.40			
 4/14/26 John Danci			

Please mail payment to:

Downriver Utility Wastewater Authority
 PO Box 2146
 Southgate, MI 48195

City of Dearborn Heights
 6045 Fenton Street
 Dearborn Heights, MI 48127

CUST #: 004
INVOICE #: 304247
SERVICE DATE: 04/01/2026
INVOICE DATE: 04/01/2026
DUE DATE: 05/01/2026
AMOUNT DUE: \$72,205.40





INVOICE

Document Number
41214

Document Date
04/07/2026

Page
1/1

Customer No.
C-018153

Contact / Phone / Email
John Danci
313-791-6000
jadanci@dearbornheightsmi.gov

Duke's Job Number
2981

PO Number

Payment Terms
Net 30

Shipping Type

FOB Point

Delivery Address
DEARBORN HEIGHTS, CITY
24600 VAN BORN
DEARBORN HEIGHTS MI 48125
USA

DEARBORN HEIGHTS, CITY
24600 Van Born Rd
Dearborn Heights MI 48125
USA

Invoice Remarks

Service Date: March 30-April 4, 2026

Job Details

Dearborn Heights ER

Description	Quantity	UoM	Price	Total
10" CCTV Only	904.3		\$ 0.75	\$ 678.23
12" CCTV Only	1,011.6		\$ 0.75	\$ 758.70
18" CCTV Only	749.0068		\$ 0.75	\$ 561.77
36" CCTV Only	128.6		\$ 0.75	\$ 96.45
8" CCTV Only	1,352.2068		\$ 0.75	\$ 1,014.18
Emergency Response - Cleaning	64.25		\$ 250.00	\$ 16,062.50
Emergency Response - CCTV	64.25		\$ 250.00	\$ 16,062.50

GL# 592-540-818.030

Sanitary line cleaning and
back up response

John Danci 4/14/26
John Danci

Invoice Subtotal: \$ 35,234.33

Total Before Tax: \$ 35,234.33

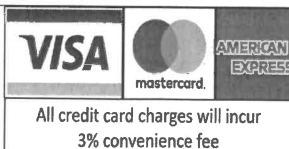
Total Tax Amount: \$ 0.00

Total Amount: \$ 35,234.33

Balance Due: \$ 35,234.33

Remittance Address

Duke's Root Control, Inc.
400 Airport Rd., Suite E
Elgin, IL 60123



Tax ID No.: 75-3026801

Website: www.dukes.com

Accounting

Phone: 800-447-6687

Fax: 315-475-4203

E-Mail: accounts@dukes.com

Duke's Root Control Summary Sheet

Contractor:	City of Dearborn Heights	Location:	Dearborn Heights, MI	Job Number:	
Start Date:	Monday, March 30, 2026	Finish Date:	Sunday, April 5, 2026	Contract/PO No:	
Attention to:	John Danci	Notes for Billing:	Dearborn Heights - Performed CCTV Inspections and Cleaning		
Email Address:	jadanci@dearbornheightsmi.gov	CCTV Inspections were conducted for the week of 3/30/26 to 4/5/2026			

CCTV / FLUSH / MH		Price:	Qty:	Total:	TOTALS:	
1	Emergency Work (3/30), CCTV,	\$250.00	6.50	\$ 1,625.00		
2	Emergency Work (3/30), Vactor Cleaning,	\$250.00	6.50	\$ 1,625.00	Sub. Total:	\$ 35,234.28
3	CCTV Inspection 10 inch Pipe (3/30), 4814 Princess	\$ 0.75	298.40	\$ 223.80		
4	CCTV Inspection 8 inch Pipe (3/30), 4814 Princess	\$ 0.75	69.90	\$ 52.43		
5	Emergency Work (3/31), CCTV,	\$250.00	8.75	\$ 2,187.50		
6	Emergency Work (3/31), Vactor Cleaning,	\$250.00	8.75	\$ 2,187.50		
7	CCTV Inspection 10 inch Pipe (3/31), 26770 Baldwin	\$ 0.75	89.70	\$ 67.28		
8	CCTV Inspection 18 inch Pipe (3/31), 26770 Baldwin	\$ 0.75	55.40	\$ 41.55		
9	CCTV Inspection 18 inch Pipe (3/31), 26770 Baldwin	\$ 0.75	98.10	\$ 73.58		
10	Emergency Work (4/1), CCTV,	\$250.00	8.50	\$ 2,125.00		
11	Emergency Work (4/1), Vactor Cleaning,	\$250.00	8.50	\$ 2,125.00		
12	CCTV Inspection 36 inch Pipe (4/1), Maintenance	\$ 0.75	88.80	\$ 66.60		
13	CCTV Inspection 36 inch Pipe (4/1), Maintenance	\$ 0.75	39.80	\$ 29.85		
14	CCTV Inspection 8 inch Pipe (4/1), Maintenance	\$ 0.75	141.20	\$ 105.90	Total:	\$ 35,234.28
15	CCTV Inspection 8 inch Pipe (4/1), Maintenance	\$ 0.75	322.30	\$ 241.73		
16	Emergency Work (4/2), CCTV,	\$250.00	8.50	\$ 2,125.00		
17	Emergency Work (4/2), Vactor Cleaning,	\$250.00	8.50	\$ 2,125.00		
18	CCTV Inspection 10 inch Pipe (4/2), 26308 Eaton	\$ 0.75	379.00	\$ 284.25	Revenue:	\$ 35,234.28
19	CCTV Inspection 12 inch Pipe (4/2), Maintenance	\$ 0.75	114.80	\$ 86.10	Cost:	\$ -
20	Emergency Work (4/3), CCTV,	\$250.00	8.00	\$ 2,000.00	Profit/Loss:	\$ 35,234.28
21	Emergency Work (4/3), Vactor Cleaning,	\$250.00	8.00	\$ 2,000.00	Additional Info:	
22	CCTV Inspection 12 inch Pipe (4/3), Maintenance	\$ 0.75	12.80	\$ 9.60		
23	CCTV Inspection 12 inch Pipe (4/3), Maintenance	\$ 0.75	269.00	\$ 216.75		
24	Emergency Work (4/3), CCTV,	\$250.00	8.00	\$ 2,000.00		
25	Emergency Work (4/3), Vactor Cleaning,	\$250.00	8.00	\$ 2,000.00		
26	CCTV Inspection 10 inch Pipe (4/3), Maintenance	\$ 0.75	137.20	\$ 102.90		
27	CCTV Inspection 12 inch Pipe (4/3), Maintenance	\$ 0.75	268.20	\$ 201.15		
28	CCTV Inspection 8 inch Pipe (4/3), Maintenance	\$ 0.75	223.70	\$ 167.78		
29	CCTV Inspection 8 inch Pipe (4/3), Maintenance	\$ 0.75	73.00	\$ 54.75		
30	Emergency Work (4/3), CCTV,	\$250.00	8.00	\$ 2,000.00		
31	Emergency Work (4/3), Vactor Cleaning,	\$250.00	8.00	\$ 2,000.00		
32	CCTV Inspection 12 inch Pipe (4/3), Maintenance	\$ 0.75	326.80	\$ 245.10		
33	CCTV Inspection 8 inch Pipe (4/3), Maintenance	\$ 0.75	267.50	\$ 200.63		
34	CCTV Inspection 8 inch Pipe (4/3), Maintenance	\$ 0.75	254.60	\$ 190.95		
35	Emergency Work (4/4), CCTV,	\$250.00	8.00	\$ 2,000.00		
36	Emergency Work (4/4), Vactor Cleaning,	\$250.00	8.00	\$ 2,000.00		
37	CCTV Inspection 18 inch Pipe (4/4), Maintenance	\$ 0.75	278.50	\$ 208.88		
38	CCTV Inspection 18 inch Pipe (4/4), Maintenance	\$ 0.75	270.50	\$ 202.88		
39	CCTV Inspection 18 inch Pipe (4/4), Maintenance	\$ 0.75	46.50	\$ 34.88		
		Total Profit:	\$ 35,234.28	City of Dearborn Heights 6045 Fenton St. Dearborn Heights, MI 48127 313-791-3400		
COSTS:		Rate	Qty:	Total:		
Total Labor				\$ -		
Total Data and Admin				\$ -		
Total Expenses				\$ -		
				\$ -		
				\$ -		
				\$ -		
		Total Cost:		\$ -		

[illegible]



INVOICE

Document Number
41344

Document Date
04/13/2026

Page
1/1

Customer No.
C-018153

Contact / Phone / Email
John Danci
313-791-6000
jadanci@dearbornheightsmi.gov

Duke's Job Number
2981

PO Number

Payment Terms
Net 30

DEARBORN HEIGHTS, CITY
24600 Van Born Rd
Dearborn Heights MI 48125
USA

Shipping Type

FOB Point

Delivery Address
DEARBORN HEIGHTS, CITY
24600 VAN BORN
DEARBORN HEIGHTS MI 48125
USA

Invoice Remarks

Service Date: April 10, 2026

Job Details

Dearborn Heights ER

Description	Quantity	UoM	Price	Total
10" CCTV Only	705.8		\$ 0.75	\$ 529.35
Emergency Response - Cleaning	8.5		\$ 250.00	\$ 2,125.00
Emergency Response - CCTV	8.5		\$ 250.00	\$ 2,125.00

Invoice Subtotal: **\$ 4,779.35**

Total Before Tax: **\$ 4,779.35**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 4,779.35

Balance Due: \$ 4,779.35

GL # 592-540-818.030

Sewer cleaning near 18310 Colgate

John Danci 4/20/26
John Danci

Remittance Address

Duke's Root Control, Inc.
400 Airport Rd., Suite E
Elgin, IL 60123



Tax ID No.: 75-3026801

Website: www.dukes.com

Accounting

Phone: 800-447-6687

Fax: 315-475-4203

E-Mail: accounts@dukes.com

INVOICE

EMPCO, Inc.

1740 W. Big Beaver Rd., Ste. 200
Troy, MI 48084

info@empco.net

(248) 528-8060



Bill to

City of Dearborn Heights - HR
Attn: Dujuan Fisher
6045 Fenton
Dearborn Heights, MI 48127

Invoice details

Invoice no.: 45700

Invoice date: 03/16/2026

Due date: 03/31/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Police W Custom	Custom Written Exam Development - Police LT	1	\$2,600.00	\$2,600.00
2.	--P W Cust Per Candidate	Per Candidate Fee	10	\$26.00	\$260.00
3.	Written Exam Shipping	Shipping and Handling	1	\$30.00	\$30.00

Total **\$2,890.00**

Make Checks payable to Empco, Inc.

Overdue

03/31/2026

101-226-818-000

EMS Management & Consultants

PAGE 1

INVOICE #: TAG-005478

DATE: 03/31/2026

Invoice Questions: (800)948-7991

Or email: finance-AR@emsmc.com

BILL TO: Dearborn Heights Fire Department MI
 1999 N Beech Daly
 DEARBORN HEIGHTS, MI 48127

PAYMENT TERMS	DUE DATE	CUSTOMER ID	PURCHASE ORDER NO.
Net 45	05/15/2026	C-1536	

ITEM #	DESCRIPTION	RECEIPTS	RATE	AMOUNT
MANAGEMENT SERVICES	Billing Service Fee (EMS)	160,258.25	0.0650	\$10,416.79
COLLECTION AGENCY ADJUSTMENT	Collection Agency Adjustment	-3,185.06	0.0650	\$-207.03
Subtotal				\$10,209.76
Payments/Credits				\$0.00
Total				\$10,209.76

Billing Period: 03/01/2026 - 03/31/2026

Thank you for your continued business. We appreciate it very much
 Please reference your Customer Number on your check.

Please remit payment to:
 EMS Management & Consultants, Inc.
 2540 Empire Drive Ste. 300
 Winston-Salem, NC 27103

APR 13 2026

O.K. to pay
 (335-818)

[Signature]

INVOICE

FRONTLINE CONSULTING
41100 Plymouth Rd Ste 110
Plymouth, MI 481703895

drjanka@frontlinepllc.com
+1 (734) 329-9981
www.frontlinepllc.com

FRONTLINE CONSULTING

Bill to

Dujuan Fisher
City of Dearborn Heights
6045 Fenton St
Dearborn Heights, MI 48127

Invoice details

Invoice no.: 1053
Invoice date: 12/23/2025

Comments: Pre-Employment Evaluations

Date	Service	Name	Amount
09/23/2025	Return to Work	Emily Murdoch	\$500.00
10/24/2025	Pre-Employment Evaluation	Habas Kanan	\$600.00
10/28/2025	Pre-Employment Evaluation	Christopher Proctor	\$600.00
11/1/2025	Return to Work	Mohamad Bazy	\$600.00
11/14/2025	Pre-Employment Evaluation	Khalel Saad	\$600.00
12/12/2025	Pre-Employment Evaluation	Hussein Charafeldine	\$600.00
12/18/2025	Pre-Employment Evaluation	Julio Sinawi	\$600.00

Total **\$4,100.00**

Please make checks payable to Frontline Consulting.
ACH information available upon request.

SM 4/15/20

Q# 101-221 - 817.000



Invoice #2023111534

From

HealthJoy, LLC
PO Box 776932
Chicago, IL 60677-6932

Invoice Summary

Invoice Number	2023111534
Date	03/19/2026
Terms	Net 30
Due Date	04/18/2026
Amount Due (USD)	\$ 1,871.42

Bill To

City of Dearborn Heights
6045 Fenton Street
Dearborn Heights, MI 48127
United States

Item / Description	Quantity	Rate	Amount
Navigation Platform Subscription Fee(s) for 03/01/2026 to 03/31/2026	274	4.20	1,150.80
Medical Bill Review Subscription Fee(s) for 03/01/2026 to 03/31/2026	274	0.53	145.22
General Medical Subscription Fee(s) for 03/01/2026 to 03/31/2026	274	2.10	575.40
Amount Due (USD)			\$ 1,871.42

For questions regarding this invoice, email us at ar@healthjoy.com

ACH Instructions:

Account Name: HealthJoy, LLC
Account Number: 0002684705
Routing Number: 071006486
Remittance Advice: ar@healthjoy.com

SM 4-13-26
GL # 101-226-818.000

- For questions regarding billing and FAQs, visit <https://go.healthjoy.com/invoicing-faqs>
- Download a copy of our most recent Form W-9: <https://go.healthjoy.com/W-9>
- If you are exempt from sales tax, please send exemption certificate to salestax@healthjoy.com



P.O. Box 820 Holland, OH 43528
800-875-2786

Dearborn Heights City
Libraries (MI)
Digital Account
24590 George Street
Dearborn Heights MI 48127

Invoice # 508660455
Customer # 2000018140
Customer Ref #
Payment Terms: Terms: 30 Days Net
Page 1 of 1

Month Ending 03/31/2026

Description	Quantity	Extended Amount
Digital Audiobook	654	1,813.08
Digital BingePass	7	22.93
Digital Comics	52	76.31
Digital Ebook	133	258.73
Digital Movie	41	101.99
Digital Music	38	57.62
Digital Television	83	162.71
Amount Due :	1,008	2,493.37
Total Due in USD :		2,493.37

738-738-802.00
amount
172
4/15/2026

To view and/or download transactional data for the above charges, please login to your account at
<https://midwesttape.com>

Remit ACH/wire payments to:

Beneficiary Bank: Key Bank
Beneficiary Bank Routing Number: 021052053
Beneficiary Account Name: Midwest Tape LLC
Beneficiary Account #: 14628438

Remit check payments to:
Midwest Tape, LLC
P.O. Box 715733
Cincinnati, OH 45271-5733

Federal ID# 37-1499686

For questions on your invoice, please email us at accountsreceivable@hoopladigital.com



TEL: 201-437-7440
TOLL FREE: 877-477-7IBP
FAX: 201-437-7442

INVOICE

255 ROUTE 1 and 9
JERSEY CITY NJ 07306



SOLD TO
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

INVOICE NO.	INVOICE DATE	ORDER NO.	ORDER DATE
40601822	02/09/26	22847214	02/04/26
CUST NO. NP18841	SALES REP. 15545 PAGE		
CUSTOMER PO	1		

REMIT TO Imperial Dade
PO BOX 27305
New York, NY 10087-7305

SHIP TO
CITY OF DEARBORN HEIGHTS
24600 VAN BORN
NSC#631-400533,
DEARBORN HEIGHTS, MI 48125

Special Instructions: Tracking #: 22847214001

TERMS	DUE DATE
Net 30	03/11/26

QUANTITY SHIPPED	QUANTITY BACKORDERED	U/M	ITEM NO. / DESCRIPTION	PACK	PRICE	AMOUNT	TAX
10.00	0.00	CS	460800 HAND SOAP FOAMY IQ	4	39.01	390.10	N
3.00	0.00	CS	946100 9461-00 FOAMY IQ COVER PLATE	25	28.15	84.45	N
100.00	0.00	EA	943700 BRACKET MOUNTING FOR	1	0.01	1.00	N
2.00	0.00	CS	26480 TOWEL RL HRDWND 7.8 IN 1000 FT	6	68.95	137.90	N
9.00	0.00	CS	MK520A TOWEL MULTIFOLD KFT 250CT/PK	4000	25.16	226.44	N
1.00	0.00	CS	7118 SPARCLING RESTROOM	12	37.52	37.52	N
6.00	0.00	EA	582NIC 24 OZ WET MOP WHITE CUT END	1	6.43	38.58	N
1.00	0.00	CS	CASCADEGEL DISHWASHER DET CASCADE GEL	6	58.03	58.03	N
5.00	0.00	CS	191922 XCELENTE MULTI-PURPOSE CLNR	2	61.91	309.55	N
5.00	0.00	CS	101122 CLEAN BY 4D DISINFECTANT	2	76.17	380.85	N
4.00	0.00	EA	DM365 DUST MOP HEAD LAUNDERABLE	1	6.72	26.88	N

4-626

101-265-728.000

SUPPLIES

John Danci 4/13/26

REC'D _____ PCS _____ RET _____
A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE
ASSESSED ON INVOICES REMAINING UNPAID AFTER 60 DAYS. USE OF CREDIT
CARD IS SUBJECT TO A 1% CONVENIENCE FEE FOR TOTAL CHARGE.

UNITS 146.000 WEIGHT 587.340 CUBE 32.720

SUBTOTAL 1691.30
FREIGHT / MISC. 0.00
TAX 0.00
SUBTOTAL 1691.30

BALANCE DUE 1691.30



TEL: 201-437-7440
TOLL FREE: 877-477-71BP
FAX: 201-437-7442

INVOICE

255 ROUTE 1 and 9
JERSEY CITY NJ 07306



SOLD TO
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

INVOICE NO.	INVOICE DATE	ORDER NO.	ORDER DATE
40710174	02/18/26	22907392	02/10/26
CUST NO. NP18841	SALES REP. 15545 PAGE		
CUSTOMER PO	1		

REMIT TO Imperial Dade
PO BOX 27305
New York, NY 10087-7305

SHIP TO
CITY OF DEARBORN HEIGHTS
24600 VAN BORN
NSC#631-400533,
DEARBORN HEIGHTS, MI 48125

Special Instructions:

TERMS	DUE DATE
Net 30	03/20/26

QUANTITY SHIPPED	QUANTITY BACKORDERED	U/M	ITEM NO. / DESCRIPTION	PACK	PRICE	AMOUNT	TAX
4.00	0.00	CS	946100 9461-00 FOAMY IQ COVER PLATE	25	28.14	112.56	N
100.00	0.00	EA	943700 BRACKET MOUNTING FOR	1	0.01	1.00	N
5.00	0.00	CS	191922 XCELENTE MULTI-PURPOSE CLNR	2	61.91	309.55	N
5.00	0.00	CS	101122 CLEAN BY 4D DISINFECTANT	2	76.17	380.85	N
10.00	0.00	CS	460800 HAND SOAP FOAMY IQ	4	38.73	387.30	N
20.00	0.00	EA	1104BOTTLE 1104 32 OZ EMPTY SPRAY BOTTLE	1	5.60	112.00	N
6.00	0.00	BX	800400BX SPARTAN BOWL CLIP EXCELENTE	12	34.30	205.80	N
2.00	0.00	BX	VBUB6711B VB URINAL SCREEN FABULOUS	10	30.10	60.20	N
1.00	0.00	CS	191922 XCELENTE MULTI-PURPOSE CLNR	2	0.00	0.00	N
4.00	0.00	BX	VBUB5311B VB BOWL CLIP FABULOUS	12	34.30	137.20	N

SUPPLIES

John Danci
4/13/26
John Danci

101-265-728.000

REC'D _____ PCS _____ RET _____
A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE
ASSESSED ON INVOICES REMAINING UNPAID AFTER 60 DAYS. USE OF CREDIT
CARD IS SUBJECT TO A 1% CONVENIENCE FEE FOR TOTAL CHARGE.

UNITS 157.000 WEIGHT 303.050 CUBE 21.306

SUBTOTAL 1706.46
FREIGHT / MISC. 0.00
TAX 0.00
SUBTOTAL 1706.46

BALANCE DUE 1706.46

My Milliken
The Experience You Deserve!



CUSTOMER SIGNATURE _____



www.patmillikenford.com
8800 TELEGRAPH (JUST SOUTH OF I-96, THE JEFFRIES FREEWAY)
REDFORD, MI 48239

PARTS & SERVICE 313-255-3130 SALES 313-255-3100
FAX 313-255-1027

DEALER REGISTRATION NO. F-102285

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THIS IS A LIMITED WARRANTY FOR UP TO TWO YEARS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
08 APR 26	1FM5K8AB7LGC3	08 APR 26	08 APR 26	675661

ACCOUNT NO. 7083
CITY OF DEARBORN HEIGHTS
PAUL VANDER PLOW
25637 MICHIGAN AVE
DEARBORN HEIGHTS, MI 48125

SHIP VIA	SLSM.	BL NO.	TERMS	CHARGE	WHOLESALE	REDFORD TOWNSHIP
	RB					

QBD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	MO L1M2*5E213*T	CONVERT	690.00	552.00	552.00
1	1	0	CORE EXCHANGE	CONVERT	694.29	250.00	250.00
			L1M2*5E212*AC			555.43	555.43
			CORE EXCHANGE			500.00	500.00
			2020 EXPLORER VIN#1FM5K8AB7LGC35727				
			RH LH CATALYST ASSY				

300-932 repair & maint
APR 2026

NO RETURNS WITHOUT THIS INVOICE
NO RETURNS ON ITEMS \$25 OR LESS
NO RETURNS AFTER 30 DAYS
NO REFUNDS ON ELECTRICAL PARTS
20% HANDLING ON ACCEPTED RETURNS

(* In the TOTAL NET column indicates a non-taxable item).
NO RETURNS WITHOUT THIS INVOICE - NO RETURNS ON ITEMS \$20.00 OR LESS.
NO RETURNS AFTER 30 DAYS.
NO REFUNDS OR EXCHANGES ON ELECTRICAL PARTS OR SPECIAL ORDERED PARTS.
20% HANDLING CHARGE ON RETURNED MERCHANDISE.

PARTS	1,857.43
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
TOTAL	\$1,857.43

Nowicki's Plumbing

INVOICE

2699 Fort St
Wyandotte Mi 48192
e-mail: smnowicki@att.net
Phone : 313-268-9432
Fax : 734-282-2472

INVOICE # 8254
DATE: 3/25/2026

TO:

City of Dearborn Heights
6045 Fenton
Dearborn Heights, Mi 48127
Attn: Chris Dishon
734 775 1574
Cdishon@ci.dearborn-heights.mi.us

JOB NAME:

City of Dearborn Heights
6045 Fenton Street
Dearborn Heights, Mi 48127

4-6-26

COMMENTS OR SPECIAL INSTRUCTIONS:
INVOICE REGARDING DRAIN WORK

101-265-932.000

SALESPERSON	JOB NUMBER	ESTIMATOR	COMPLETION DATE	JOB STAGE	TERMS
Doug Nowicki	PO#	Chris Dishon	Mar 23, 2026	Complete	Due

DESCRIPTION OF WORK PROVIDED	LABOR	MATERIALS	TOTAL
Completed drain replacement per proposal			\$ 2,645.00
TOTAL DUE			\$ 2,645.00

Make all checks payable to Nowicki's Plumbing.

If you have any questions concerning this invoice, contact: Doug Nowicki at: 313-268-9432 or smnowicki@att.net.

Thank you for your business!

REPAIR WORK CITY HALL
RESTROOMS.

John Danci 4/13/26
John Danci



Oakland County
Fire Records Management
1200 N Telegraph
Pontiac, MI 48341

INVOICE

Customer ID: CU000447
Invoice Number: CI074818
Invoice Date: 03/31/2026
Due Date: 05/30/2026
Amount Due: USD 1,955.50

Bill To:

CITY OF DEARBORN HEIGHTS
FIRE DEPT, ACCOUNTS PAYABLE
1999 N BEECH DALY
DEARBORN HEIGHTS, MI 48127

For billing questions, please call: Calvin Moy at 248-858-1037
Email: moyc@oakgov.com

Description - Goods and Services	Contract	Quantity	Unit Price	Amount
FRMS Department Fee (Non-OC), JAN- MAR 2026		1	1,521.00	1,521.00
FRMS Fire Hall Fee (Non-OC), JAN- MAR 2026		1	434.50	434.50
Goods and Services Total				1,955.50
Sub Total:				1,955.50
Tax:				0.00
Amount Due:				1,955.50

CLEMIS

PLEASE INCLUDE YOUR INVOICE NUMBER WHEN SUBMITTING PAYMENT.

APR 13 2026

O.K. to pay
(335-818)
WJH

Please Remit Payments to:

Oakland County
Treasurers-Cash Acctg Bldg 12 E
1200 N Telegraph
Pontiac, MI 48341
United States of America

On Grade Specialists

3241 STUMPWOOD

Commerce Twp, MI 48382

+17346448067

tatum@ongradespecialists.com

INVOICE

BILL TO
Dearborn Heights

INVOICE 1178
DATE 04/17/2026
TERMS Net 30
DUE DATE 05/17/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Date of Work 4/10/2026 Location: Across from 17350 Outer Drive Arrived onsite at 8am, started digging roughly 10' north of plywood sign. Dug down 19' deep and south until we came to the edge of the asphalt service drive to pump station. We then went back and dug down to the existing 6" cast feeding the hydrant and started chasing that to the southeast for 25'. We marked everything, took pictures and backfilled. We were offsite at 6pm for a total of 10 hours.			
	Sales	Labor Provided Supervisor	10	125.00	1,250.00
	Sales	Operator	10	100.00	1,000.00
	Sales	Laborers (2)	20	75.00	1,500.00
	Sales	Equipment Provided Excavator	10	150.00	1,500.00
	Sales	Mobilization		750.00	750.00

Thank you for your business! Please mail checks to On Grade Specialists at
3241 Stumpwood Dr., Commerce Twp., MI 48382

BALANCE DUE

\$6,000.00

GL # 592-537-818.000

 4/20/26
John Danci

On Grade Specialists

3241 STUMPWOOD

Commerce Twp, MI 48382

+17346448067

tatum@ongradespecialists.com

INVOICE

BILL TO
Dearborn Heights

INVOICE 1179
DATE 04/17/2026
TERMS Net 30
DUE DATE 05/17/2026

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Date of Work 4/16/2026 Location: Across from 17350 Outer Drive Exploratory Digging #2 Onsite at 7:30am, we started digging from the sewer north to the edge of the driveway 24' deep. Once that was complete, we were directed to go back and to continue chasing the 6" cast feeding the hydrant. We chased it to the southeast another 50' until we made it to the edge of the service drive. We backfilled the holes and cleaned up. Offsite at 6:30pm for a total of 11 hours.			
	Sales	Labor Provided Supervisor	11	125.00	1,375.00
	Sales	Operator	11	100.00	1,100.00
	Sales	Laborers (2)	22	75.00	1,650.00
	Sales	Equipment Provided Excavator	11	150.00	1,650.00
	Sales	Mobilization		750.00	750.00

Thank you for your business! Please mail checks to On Grade Specialists at
3241 Stumpwood Dr., Commerce Twp., MI 48382

BALANCE DUE

\$6,525.00

GL# 592-537-818.000

 4/19/26
John Danci

O'REILLY RANCILIO P.C.			
April 2026			
MATTER	INVOICE DATE	INVOICE NO.	INVOICE AMOUNT
GENERAL COUNSEL			
	04/08/2026	6429	\$2,752.00
WATER & SEWER			
	04/08/2026	6428	\$2,463.93
LITIGATION - GENERAL			
	04/08/2026	6421	\$162.00
LITIGATION - CLASS ACTION SEWER CLAIM			
LITIGATION - CLASS ACTION SEWER DISPOSAL CLAIM			
	04/08/2026	6433	\$2,016.00
LITIGATION - PREMIER GROUP ASSOCIATES, LLC			
	04/08/2026	6435	\$2,574.00
LITIGATION - MCMASTER			
LITIGATION - CLASS ACTION HEADLEE CLAIM			
LITIGATION - 26508 PENNIE EVICTION			
	04/08/2026	6422	\$684.00
LITIGATION - PARK FOREST APARTMENTS			
	04/08/2026	6432	\$1,199.00
LITIGATION - LED LION INC			
	04/08/2026	6430	\$1,705.49
LITIGATION - TARGET CORPORATION MTT			
LITIGATION - LORI DAVIS AND JOHN NRZGLOD			
	04/08/2026	6431	\$288.00
LITIGATION - PELHAM MOBILE HOME PARK			
TOTAL			\$13,844.42


 Hussein Saad
 Assistant Corp. Counsel
 4/15/26

O'REILLY RANCILIO P.C.

ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6429
Date	4/8/2026
Matter	3070 - Dearborn Heights - General Counsel
Email	hksaad@dearbornheightsml.gov

Bill To:

3091 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25001 Matter: 1

Billing Timekeeper: DPD

Time Entries

Time Entries	Billed By	Hours	Sub
3/10/2026 Prepare for planning commission meeting; email to K. McKinnon regarding packet	AJH	0.40	\$64.00
3/11/2026 Prepare for planning commission meeting	AJH	0.30	\$48.00
3/12/2026 Prepare for and attend planning commission meeting	AJH	6.80	\$1,088.00
3/13/2026 Email to H. Dabajeh regarding ZBA meeting	AJH	0.20	\$32.00
3/16/2026 Email regarding meeting minutes for planning commission; call and leave voicemail for H. Dabajeh	AJH	0.60	\$96.00
3/17/2026 Prepare for potential ZBA meeting	AJH	0.50	\$80.00
3/18/2026 Emails with H. Dabajeh re: cell tower inquiries	DPD	0.20	\$32.00
3/18/2026 Emails to and from H. Saad re: cell tower leases (AT&T)	AME	0.20	\$32.00
3/18/2026 Phone conference with Dearborn Heights staff regarding cancellation of ZBA meeting; email to H. Dabajeh regarding meeting; phone conference with H. Dabajeh regarding ZBA meeting and other matters	AJH	1.00	\$160.00

Time Entries	Billed By	Hours	Sub
3/19/2026 Email from atty A. Cox re: 26235 Warren; Phone call with H. Saad re: cell towers; Email to H. Saad re: documents for same	AME	0.70	\$112.00
3/24/2026 Email to H. Dabajeh regarding April meetings	AJH	0.20	\$32.00
3/30/2026 Prepare for and attend remote meeting with AT&T representatives re: cell towers; emails with attorney W. Haley re: same; prepare spreadsheet for H. Saad re: City cell towers and known status of each	DPD	3.20	\$512.00
3/30/2026 Email from W. Haley re: AT&T cell tower sites; review COW Agreement for same	AME	0.50	\$80.00
3/31/2026 Create Excel Spreadsheet re: summary of cell tower proposals within the City	AME	1.30	\$208.00
3/31/2026 Continued preparation of cell tower spreadsheet; continued preparation of email to H. Saad re: cell tower contracts and analyses; email to H. Saad re: same	DPD	1.10	\$176.00
		17.20	\$2,752.00

Total (USD) \$2,752.00

Paid \$0.00

Balance \$2,752.00

I-4935 Previous Balance \$624.00

I-5388 Previous Balance \$320.00

I-5903 Previous Balance \$320.00

Total Outstanding \$4,016.00

Trust Account Balance

Date	Item	Amount	Balance
4/9/2026	Current Balance		\$0.00

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6428
Date	4/8/2026
Matter	3069 - Dearborn Heights - Water & Sewer
Email	hksaad@dearbornheightsmi.gov

Bill To:

3091 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25001 Matter: 3

Billing Timekeeper: DPD

	Billed By	Hours	Sub
3/8/2026 Emails with attorney A. Hammoud re: 440 S. Gulley claim; review history of claim; research re: same; email to G. Miotke et al. re: same; telephone call with A. Hammoud re: same	DPD	1.20	\$192.00
3/10/2026 Teleconf. with G. Miotke re: claim timeline (440 S. Gulley)	DMP	0.50	\$80.00
3/10/2026 Telephone call with G. Miotke re: 440 S. Gulley claim; review history of 440 S. Gulley claim and begin preparation of summary	DPD	1.10	\$176.00
3/10/2026 Review file re: timeline of events/claim history; draft memo re: claim viability	DMP	1.60	\$256.00
3/11/2026 Cont. review of claim and research re: claim limitations (440 S. Gulley)	DMP	0.30	\$48.00
3/11/2026 Telephone call with G. Miotke re: 440 S. Gulley claim; continued review of same	DPD	0.30	\$48.00
3/16/2026 Begin legal research and memo re: notice requirements for governmental agency	AM	3.00	\$270.00
3/18/2026 Finish legal research and finalize memo re: notice requirements and statute of limitations	AM	3.50	\$315.00
3/18/2026 Review research re: timing of sewer event claims; email reply to attorney A. Hammoud re: 440 S. Gulley claim	DPD	0.30	\$48.00
3/18/2026 Cont. review and research re: statute of limitations and claim limitations (440 S. Gulley)	DMP	0.30	\$48.00

	Billed By	Hours	Sub
3/18/2026 Initial review of sewer claim and attachments, pages 1-66 (27355 Ann Arbor Trail)	DMP	0.70	\$112.00
3/19/2026 Emails with attorney A. Cox re: 26235 water bill account demands; review prior emails to summarize history and issues; email to City personnel summarizing history and demands re: same; review FOIA request re: 440 S. Gulley; email reply to S. Shockey et al. re: same	DPD	1.20	\$192.00
3/19/2026 Cont. review of claim; draft letter denying claim (27355 Ann Arbor Trail)	DMP	1.00	\$160.00
3/24/2026 Finalize and issue denial letter (27355 Ann Arbor Trail)	DMP	0.30	\$48.00
3/30/2026 Initial review of sewer damage claim (4814 Princess)	DMP	0.30	\$48.00
3/31/2026 Cont. review of sewer damage claim and draft response letter (4814 Princess)	DMP	0.50	\$80.00
		16.10	\$2,121.00

Expenses

Expenses	Billed By	Price	Qty	Sub
3/16/2026 Westlaw	Andrea Maroof	\$342.93	1.00	\$342.93
		Expenses	1.00	\$342.93
		Total:		

Total (USD)	\$2,463.93
Paid	\$0.00
Balance	\$2,463.93
I-4934 Previous Balance	\$208.00
I-5387 Previous Balance	\$400.00
I-5902 Previous Balance	\$384.00
Total Outstanding	\$3,455.93

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6421
Date	4/8/2026
Matter	1880 - Dearborn Heights - Litigation / General
Email	hksaad@dearbornheightsmi.gov

Bill To:

2487 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 1

Billing Timekeeper: DPD

Time Entries

Time Entries	Billed By	Hours	Sub
3/18/2026 Emails with G. Miotke et al. re: possible eviction proceedings for 26121 Hanover; review and summarize status of all prior and pending eviction cases	DPD	0.50	\$90.00
3/27/2026 Review new lawsuit filing (Majed v City et al.) re: 440 S. Gulley; email to G. Miotke and H. Saad re: same	DPD	0.40	\$72.00
		0.90	\$162.00

Total (USD) \$162.00

Paid \$0.00

Balance \$162.00

I-4926 Previous Balance \$594.00

Total Outstanding \$756.00

Trust Account Balance

Date	Item	Amount	Balance
4/8/2026	Current Balance		\$0.00

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6433
Date	4/8/2026
Matter	60199 - Dearborn Heights - Litigation - Class Action Sewage Disposal Claim
Email	hksaad@dearbornheightsmi.gov

Bill To:

2487 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 18

Billing Timekeeper: DPD

	Billed By	Hours	Sub
3/2/2026 Phone conference with D Dubin; legal research re: Class Certification standard	KCJ	1.00	\$180.00
3/3/2026 Legal research; reviewed Discovery requests; reviewed Court Rule re: standing/class eligibility, applicability of PA 222	KCJ	1.40	\$252.00
3/6/2026 Received NOH; email with attorney D. Dublin	KCJ	0.40	\$72.00
3/12/2026 Phone conference and email with D Dubin re: Motion for Class Certification	KCJ	1.00	\$180.00
3/13/2026 Legal research; worked on Response to Motion for Certification	KCJ	1.50	\$270.00
3/18/2026 Prepare Stipulated Order to Move Scheduling Order Dates to Track #3	AJD	0.50	\$90.00
3/18/2026 Worked on draft Response to Motion for Class Certification; email and phone conference with D Dubin re: adjournment of Motion for Discovery; email and phone conference with Judge's Clerk	KCJ	2.50	\$450.00
3/19/2026 Review of the file; research re: certification of the class	DMP	1.00	\$180.00
3/20/2026 Emails and phone conference with D Dubin re: 3/25 hearing adjournment; prepared Order re: Discovery extension	KCJ	0.80	\$144.00
3/23/2026 Reviewed emails and proposed Order re: Motion hearing and extension of Discovery	KCJ	0.50	\$90.00

3/24/2026

Emails and phone conferences with counsel re: adjourned hearing

Billed By	Hours	Sub
KCJ	0.60	\$108.00
	11.20	\$2,016.00

Total (USD)	\$2,016.00
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Paid	\$0.00
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Balance	\$2,016.00
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I-4940 Previous Balance	\$522.00
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I-5395 Previous Balance	\$873.00
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I-5908 Previous Balance	\$432.00
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Total Outstanding	\$3,843.00
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O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6435
Date	4/8/2026
Matter	60210 - Dearborn Heights - Litigation - Premier Group Associates, LLC
Email	hksaad@dearbornheightsmi.gov

Bill To:

2487 - Dearborn Heights, City of
6046 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 19

Billing Timekeeper: DPD

	Billed By	Hours	Sub
3/2/2026 Emails with Attorney Moxie; Received and reviewed Plaintiff Initial Disclosures	KCJ	1.00	\$180.00
3/3/2026 Worked on Initial Disclosures, potential witnesses	KCJ	0.50	\$90.00
3/12/2026 Email with attorney Moxie	KCJ	0.30	\$54.00
3/13/2026 Email and phone conference with attorney Moxie	KCJ	0.50	\$90.00
3/18/2026 Email and phone conference with H Saad re: case status and strategy	KCJ	1.50	\$270.00
3/18/2026 Phone conference with H. Saad regarding the status of this case and Plaintiff's settlement offer	AJD	0.50	\$90.00
3/19/2026 Email with H Saad	KCJ	0.20	\$36.00
3/24/2026 Review file; draft memo summarizing the status of the case	AJD	1.50	\$270.00
3/25/2026 Prepare for and attend Teams meeting with H. Saad to discuss defenses to the complaint and potential settlement	AJD	0.70	\$126.00
3/25/2026 File review re: scope of work, communications; attend Teams meeting with H Saad	KCJ	2.00	\$360.00
3/26/2026 Review photos provided by the City of the condition of the park	AJD	0.80	\$144.00

	Billed By	Hours	Sub
3/26/2026 Emails with H Saad; internet research; file review re: scope of completed work, defects; reviewed emails and photos	KCJ	1.40	\$252.00
3/27/2026 Research re: Van Houten park; reviewed photos and emails re: potential settlement; research re: safety standards/concerns for playgrounds	KCJ	1.50	\$270.00
3/30/2026 Prepare for and attend Teams meeting with H Saad and T Mcarleton	KCJ	1.50	\$270.00
3/30/2026 Emails with attorney D Mercier	KCJ	0.40	\$72.00
		14.30	\$2,574.00

Total (USD) \$2,574.00

Paid \$0.00

Balance \$2,574.00

I-4942 Previous Balance \$90.00

I-5397 Previous Balance \$1,962.00

I-5910 Previous Balance \$1,080.00

Total Outstanding \$5,706.00

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6422
Date	4/8/2026
Matter	1886 - Dearborn Heights - Litigation - 26508 Pennie Eviction
Email	hksaad@dearbornheightsmi.gov

Bill To:

2487 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 8

Billing Timekeeper: DPD

Time Entries

Time Entries	Billed By	Hours	Sub
3/10/2026 Emails re: listing of Pennie property for sale	KCJ	0.30	\$54.00
3/12/2026 Review email from opposing counsel claiming that the City hired a realtor to sell the property; Draft and send email to H. Saad regarding the same	AJD	0.20	\$36.00
3/13/2026 Phone conversation with H. Saad regarding the Plaintiff's claim about the City hiring a realtor to sell the property	AJD	0.20	\$36.00
3/13/2026 Emails with realtor, City Attorney, officials	KCJ	0.40	\$72.00
3/16/2026 Email correspondence re: settlement proposal and real estate listing	KCJ	0.70	\$126.00
3/18/2026 Review emails with City personnel re: realtor status; review potential settlement terms	DPD	0.30	\$54.00
3/16/2026 Review emails from various city representatives regarding the property listing agreement; draft proposed email to opposing counsel regarding same	AJD	0.50	\$90.00
3/17/2026 Draft email to opposing counsel; draft and send email to opposing counsel regarding selling the property and the joint property appraisal	AJD	0.40	\$72.00

Time Entries	Billed By	Hours	Sub
3/17/2026	KCJ	0.80	\$144.00
Reviewed email with opposing counsel			
		3.80	\$684.00
Total (USD)			\$684.00
Paid			\$0.00
Balance			\$684.00
I-4928 Previous Balance			\$774.00
I-5380 Previous Balance			\$4,559.30
I-5896 Previous Balance			\$2,607.36
Total Outstanding			\$8,624.66

Trust Account Balance

Date	Item	Amount	Balance
4/6/2026	Current Balance		\$0.00

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6432
Date	4/8/2026
Matter	60150 - Dearborn Heights - Litigation - Park Forest Apartments, LLC v Dearborn
Email	hkсад@dearbornheightsml.gov

Bill To:

2487 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 17

Billing Timekeeper: DPD

Time Entries

Time Entries	Billed By	Hours	Sub
3/5/2026 Prepare for and attend meeting with Mediator	AJD	0.50	\$90.00
3/5/2026 Draft stipulated order to move case to scheduling track #2 and to remove case from case evaluation; email draft to opposing counsel for his review	AJD	0.60	\$108.00
3/9/2026 Review scheduling letter from facilitator; update order pursuant to the dates therein; draft and send email to opposing counsel with the updated order, and requesting clarification on which case track to select	AJD	0.50	\$90.00
3/24/2026 Review facilitation options	AJD	0.20	\$36.00
		1.80	\$324.00

Expenses

Expenses	Billed By	Price	Qty	Sub
3/24/2026 Check 5173 Deneweth, Vittiglio & Sussak, PC facilitation	Lawrence M. Scott	\$875.00	1.00	\$875.00
		Expenses Total:	1.00	\$875.00

Total (USD)	\$1,199.00
Paid	\$0.00
Balance	\$1,199.00
I-4939 Previous Balance	\$1,620.00
I-5394 Previous Balance	\$1,594.60
I-5907 Previous Balance	\$522.00
Total Outstanding	\$4,935.60

Trust Account Balance

Date	Item	Amount	Balance
4/6/2026	Current Balance		\$0.00

O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6430
Date	4/8/2026
Matter	3113 - Dearborn Heights - Litigation - LED Lion Inc.
Email	hksaad@dearbornheightsmi.gov

Bill To:

19557 - Dearborn Heights, City of
6045 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 14

Billing Timekeeper: DPD

	Billed By	Hours	Sub
3/5/2026 Emails with counsel re: Summary Disposition; reviewed Motion	KCJ	0.80	\$144.00
3/5/2026 Review Plaintiff's Motion for Summary Disposition; multiple conversations with opposing counsel to discuss same and the settlement conference	AJD	0.60	\$108.00
3/5/2026 Review plaintiff's motion for summary disposition	DPD	0.20	\$36.00
3/6/2026 Draft the City's motion for summary disposition; draft and send email to opposing counsel regarding concurrence on Plaintiff's motion for summary disposition; draft and send email to H. Saad requesting an inspection of the sign and his attendance at the upcoming settlement conference; phone conversation with H. Saad regarding same	AJD	3.30	\$594.00
3/9/2026 Emails with H Saad	KCJ	0.20	\$36.00
3/10/2026 Review email from H. Saad regarding the inspection of the City's sign; draft and send email response to same	AJD	0.30	\$54.00
3/10/2026 Prepare for settlement conference	AJD	0.20	\$36.00
3/11/2026 Prepare for and attend settlement conference	AJD	1.40	\$252.00
3/11/2026 File review; prepared for and attended Settlement Conference	KCJ	1.50	\$270.00
3/11/2026 Reviewed email and photos from A Baydoun	KCJ	0.30	\$54.00

Billed By	Hours	Sub
	8.80	\$1,584.00

Expenses

Expenses	Billed By	Price	Qty	Sub
3/5/2026 Westlaw	Angelo J. D'Agostini	\$121.49	1.00	\$121.49
		Expenses Total:	1.00	\$121.49

Total (USD)	\$1,705.49
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Paid	\$0.00
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Balance	\$1,705.49
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I-4936 Previous Balance	\$1,116.00
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I-5389 Previous Balance	\$1,026.00
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I-5904 Previous Balance	\$1,407.43
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Total Outstanding	\$5,254.92
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O'REILLY RANCILIO P.C.
ATTORNEYS AT LAW

O'Reilly Rancilio

12900 Hall Road, Suite 350
Sterling Heights, MI 48313
O: (586) 726-1000

INVOICE

Number	6431
Date	4/8/2026
Matter	60129 - Dearborn Heights - Litigation - Lori Davis and John Mrzyglod v Dearborn Heights
Email	hksaad@dearbornheightsmi.gov

Bill To:

2487 - Dearborn Heights, City of
6046 Fenton
Dearborn Heights, MI 48127

Client ID: 25003 Matter: 16

Billing Timekeeper: DPD

Time Entries

Time Entries	Billed By	Hours	Sub
3/2/2026 Tele conf with Plaintiff's counsel re: consolidation order	NDP	0.20	\$36.00
3/10/2026 Review and sign stipulated order of consolidation	NDP	0.20	\$36.00
3/10/2026 Email to city re: deposition request	NDP	0.20	\$36.00
3/11/2026 Emails with Plaintiff's counsel re: motion for class certification	NDP	0.20	\$36.00
3/18/2026 Receipt of notice of Motion for Hearing on Class Certification	MDK	0.30	\$54.00
3/21/2026 Emails with Plaintiff's counsel re: class certification	NDP	0.20	\$36.00
3/25/2026 Email to City personnel re: scheduling of deposition; review and attach prior litigation summary memorandum re: same	DPD	0.30	\$54.00
		1.60	\$288.00

Total (USD)	\$288.00
Paid	\$0.00
Balance	\$288.00
I-4938 Previous Balance	\$2,084.05
I-5393 Previous Balance	\$3,420.00
I-5906 Previous Balance	\$1,134.00
Total Outstanding	\$6,926.05

Trust Account Balance

Date	Item	Amount	Balance
4/6/2026	Current Balance		\$0.00

R&R Fire Truck Repair
 295 Industrial Park Drive
 Belleville, MI 48111
 shop@rrfiretruck.com
 (248) 344-4443
BAR Number: F142033



Invoice: 73306

Date: 3/27/2026

Bill To
 Dearborn Heights Fire Department*
 1999 N. Beech Daly Road
 Dearborn Heights, MI 48127
 P: 313-791-3676 F: 313-791-3661

Remit Payment To
 R&R Fire Truck Repair, Inc.
 295 Industrial Park Drive
 Belleville, MI 48111

Service Order	Terms	Due Date	Authorizer	Customer PO	Service Writer	Unit #
5123	Net 30	4/26/2026	David Brogan		Mitrovich, Larry	1233

Item	Description	Quantity	Rate	Amount
Complaint: Heavy Vibration While Braking				
Cause: Control arm bushing in rear end are worn out and need replaced. Liquid Spring # 2002080				
Labor	Correction: Brakes / Brake Misc. / Jacked up rear end set frame on stands, removed driver side, track bar and lower control arm with axle supported, fought top track bar bolt due to bolt seized in spacer, We ended up having to cut the spacers out to get the old part out. Order new spacers Got left lower control arm installed and tight, liquid spring installed, Removed passenger side control arm and track arm, cleaned up mating surfaced with scotch disc, lined up axle and got new control arm and liquid spring installed, Need to torque everything waiting on track arm spacers Installed updated spring level sensor and wired in new pigtail and installed linkages, need ball stud for lower control arm Got new ball studs installed and liquid spring linkage, Brie finished welding spacers installed, Got tracking arms installed and torqued, removed rear torque arm and found that new one is too long, parts on it Got correct torque arm, got it installed and torqued, torqued all bolts that were installed, removed jack stands, installed wheels torqued, calibrated liquid spring per procedure got it to correct ride height, repair complete Test drive after liquid spring work, truck feels good. - Completed: 3/27/2026 - Assigned tech(s): Gonzalo C - M290215, Jason Rosselle, Michael F - M272810	23.90000	\$175.00	\$4,182.50
Parts	Control Arm - 10570-002	2.00000	\$190.79	\$381.57
Parts	Asy, Lower Control Arm - 10953-003	2.00000	\$323.44	\$646.88
Parts	HFB 5/8-11X6 - 10874-600	2.00000	\$14.07	\$28.13
Parts	HFB 5/8-11x3.75 - 10874-375	2.00000	\$7.88	\$15.77
Parts	LFN 5/8-11 Top Lock - 10012-008	4.00000	\$4.06	\$16.24
Parts	LFN 1-8 Top Lock - 10012-003	4.00000	\$16.88	\$67.53
Parts	HCS 1-8X6.5" - 10003-004	4.00000	\$35.55	\$142.20
Parts	HFW 1, 2.00X1.063 - 10006-004	4.00000	\$3.34	\$13.36
Parts	HCS 7/8-9X5.5 - 10002-550	2.00000	\$11.43	\$22.87
Parts	HFW 7/8 Washer - 10006-003	2.00000	\$1.68	\$3.36

Parts	LFN 7/8-9 Top Lock - 10012-017	2.00000	\$12.65	\$25.30
Parts	Freight - Freight	1.00000	\$50.13	\$50.13
Parts	Height Sensor - RH And LH - 11772-001S	1.00000	\$306.57	\$306.57
Parts	10mm Ball Studs with Hardware - 5/16-18 Thread x 1" Long Shank - BALL10MM	1.00000	\$16.65	\$16.65
Parts	Bushing, Track Rod - 11196-001	4.00000	\$26.67	\$106.68
Parts	Freight - Freight	1.00000	\$18.25	\$18.25
Parts	Pipe, 7/8 OD - 78ODP	1.00000	\$33.33	\$33.33
Parts	ASSY. Link 21.31" L - 11198-003	1.00000	\$179.07	\$179.07
Parts	Freight - Freight	1.00000	\$27.72	\$27.72
Labor	Weld Bushings In Place	1.00000	\$288.00	\$288.00
Parts	Height Sensor - 11772-004S	1.00000	\$306.57	\$306.57
Parts	Freight - Height Sensor - Freight	1.00000	\$0.01	\$0.01
			Subtotal	\$6,878.69

Complaint: Reverse alarm inoperative

Cause: Alarm burnt out

(Inspection)

Labor	Correction: Electrical System / Reverse Light / Found alarm not working confirmed power and ground, found that alarm has malfunctioned internally. Install new alarm. Confirmed operation repair complete. - Completed: 3/3/2026 - Assigned tech(s): Gonzalo C - M290215, Michael F - M272810	1.00000	\$175.00	\$175.00
Parts	Back-Up Alarm 12-24V - 80825	1.00000	\$36.96	\$36.96
			Subtotal	\$211.96

Drive to unit

Labor	Drive to unit (Service Call) Dearborn Heights, MI, 4500 South Telegraph Road Southend Station, Dearborn Heights, MI 48125, US - Assigned tech(s): Michael F - M272810	0.68000	\$105.00	\$71.40
			Subtotal	\$71.40

Return from unit

Labor	Return from unit Dearborn Heights, MI, 4500 South Telegraph Road Southend Station, Dearborn Heights, MI 48125, US - Assigned tech(s): Michael F - M272810	0.69000	\$105.00	\$72.45
			Subtotal	\$72.45

Unit: 1233 **VIN:** 1HTMNMM5GH455724

2015 International/Horton

Complete Unit: 104,025 Miles

Engine: 7,045 Hours

APR 14 2026

O.K. to pay
(335-932)

Labor	\$4,789.35
Parts	\$2,445.15
Shop Supplies	\$50.00
Pre-Charge Subtotal	\$7,284.50
Exempt (0% of \$0.00)	\$0.00
Total	\$7,284.50
Payments & Credits	\$0.00
Balance Due	\$7,284.50



28340 Wick Road
Romulus, MI 48174
Phone: (800) 875-FUEL
orders@RKA.com

Invoice Number: 0878427
Invoice Date: 04/04/26
Invoice Due Date: 05/04/26
Account Number: 0000864
Ship to Code: 1000

SOLD TO: Dearborn Heights Fire Dept
1999 N Beach Daly
Dearborn Heights, MI 48127

SHIP TO: Fire Dept
1999 N Beech Daly
Dearborn Heights, MI 48127-3487

Customer P.O.	Terms	Driver	Truck	Delivery Date	BOL Number
19-019	Net 30 Days		2457	04/04/26	BOL# 0000036647
Product			Delivered	Price per Unit	Amount
#2 Ultra Low Sulfur Diesel			500.00	4.409000	2,204.50

FEDERAL LUST TAX DIESEL	0.00100	0.50
MI ENVIRONMENTAL FEE DIESEL	0.01000	5.00
FEDERAL SUPERFUND FEE DIESEL	0.00429	2.15

APR 07 2026

Wib O.K. to pay
(335-467)

SUBJECT TO CORRECTION OF CLERICAL ERRORS. A service charge of 1.5% will be assessed to your account on all past due balances.
"DYED DIESEL/KEROSENEFUEL, NONTAXABLEUSE ONLY, PENALTY FOR TAXABLE USE"

SUBTOTAL	2,212.15
SALES TAX	0.00
TOTAL	\$2,212.15



28340 Wick Road
Romulus, MI 48174
Phone: (800) 875-FUEL
orders@RKA.com

Invoice Number: 0878426
Invoice Date: 04/04/26
Invoice Due Date: 05/04/26
Account Number: 0000864
Ship to Code: 1000

SOLD TO: Dearborn Heights Fire Dept
1999 N Beach Daly
Dearborn Heights, MI 48127

SHIP TO: Fire Dept
1999 N Beech Daly
Dearborn Heights, MI 48127-3487

Customer P.O.	Terms	Driver	Truck	Delivery Date	BOL Number
19-019	Net 30 Days		2457	04/04/26	BOL# 0000036647
Product			Delivered	Price per Unit	Amount
87 Regular Gasoline E10			490.00	3.113500	1,525.62

FEDERAL LUST TAX GAS	0.00100	0.49
MI ENVIRONMENTAL FEE GAS	0.01000	4.90
FEDERAL SUPERFUND FEE E-10	0.00386	1.89

APR 07 2026

O.K. to pay
(335-867)

Disf

SUBJECT TO CORRECTION OF CLERICAL ERRORS. A service charge of 1.5% will be assessed to your account on all past due balances.
"DYED DIESEL/KEROSENEFUEL, NONTAXABLEUSE ONLY, PENALTY FOR TAXABLE USE"

SUBTOTAL	1,532.90
SALES TAX	0.00
TOTAL	\$1,532.90

SCHAEFER PLUMBING
FAEQ ALSAIDI (FRANK)
313.478.2122 | 313.414.9832
Dearborn, MI 48126

313.478.2122 | 313.414.9832

Address: 5400 ~~1234~~ McKinley

Phone/s: _____ Date: 9-1-26

Qty	DESCRIPTION	PRICE	AMOUNT
	Installed 2 88 gal.		
	Water heaters		
	With Outdoor Spigot		
	& removal off old		
	Water tanks		
	labor & Material		
	included		
	101-691-981.000		
	4/20/26		
	John Danci		
		TOTAL	\$3.000



41365 Vincenti Ct. Novi MI 48375
248-536-3100 TLN.org

W-9 Form: TLN.org/W9

EQUIPMENT & BULK

Invoice Number: 77505
Invoice Date: Jan 16, 2026
Due Date: Feb 15, 2026

Bill To:	DHTN #7
Dearborn Heights Caroline Kennedy Libra 24590 George Street Dearborn Heights, MI 48127 USA	

Quantity	Description	Unit Price	Amount
	Caroline Kennedy		
	Circuit Speed 150M -- OCT - DEC 25		1,078.88
	Shared Fiber Cost -- OCT - DEC 25		38.95
	Internet Speed 150M -- OCT - DEC 25		221.25
	JFK Jr.		
	Circuit Speed 100M -- OCT - DEC 25		1,017.23
	Shared Fiber Cost -- OCT - DEC 25		38.95
	Internet Speed 100M -- OCT - DEC 25		147.50

Handwritten notes:
4/15/2026
734-778-6531
OK TO ORDER
17%

Payment Ref#

Subtotal	\$ 2,542.76
Shipping	
Total Invoice Amount	\$ 2,542.76
Payment/Credit Applied	
TOTAL	\$ 2,542.76

Make Payment to:
Bank Name: Chase, 43100 Grand River Avenue, Novi, MI 48375
Account Name: The Library Network
Account Number: 2490134
Routing Number: 072000326 (must start with 0)
Type: Checking

Please include invoice number with payment to "The Library Network". A late fee of 1.5% is assessed on amounts over 60 days past due.
Thank you!



SHARED AUTOMATION SERVICE INVOICE

QUARTERLY CHARGES

41365 Vincentl Ct. Novi MI 48375
 248-536-3100 TLN.org
 W-9 Form: TLN.org/W9

Invoice Number: 77820
 Invoice Date: Apr 2, 2026
 Due Date: May 2, 2026

Bill To:	DHTN #7
Dearborn Heights Caroline Kennedy Libra 24590 George Street Dearborn Heights, MI 48127 USA	

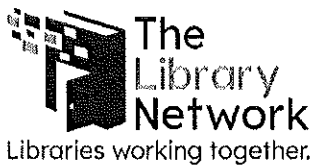
Description	Amount
SAS Basic Fee April - June 2026	6,167.21
SAS Circulation Charges April - June 2026	2,019.26
SAS Item Linked Charges April - June 2026	2,815.63

CHRON
17A
738-777-7276
4/15/2026

Total Invoice Amount	11,002.10
Payment/Credit Applied	
TOTAL	\$ 11,002.10

Make ACH Payment to: Bank Name: Chase, 43100 Grand River Avenue, Novi, MI 48375 Account Name: The Library Network Account Number: 2490134 Routing Number: 072000326 (must start with 0) Type: Checking

Please include Invoice number with payment to "The Library Network".
A late fee of 1.5% is assessed on amounts over 60 days past due.



BOOK, SUBSCRIPTION & DATABASE INVOICE

41365 Vincenti Ct. Novi MI 48375
248-536-3100 TLN.org

Invoice Number: 77898
Invoice Date: Apr 13, 2026
Due Date: May 13, 2026
Net 30 Days

W-9 Form: TLN.org/W9

Bill To:	DHTN #7
Dearborn Heights Caroline Kennedy Libra 24590 George Street Dearborn Heights, MI 48127 USA	

Description	Amount
DHTN	
Movie Licensing USA Public Performance Site License APR26-MAR27	659.00
DIRECT SHIPMENTS MARCH 2026	6,211.97
DHTS	
DIRECT SHIPMENTS MARCH 2026	4,489.01

Handwritten notes:
 OK TO PAY
 778-7381-9812
 4/15/2026

Credit Ref #:

Total Invoice Amount	11,359.98
Payment/Credit Applied	
TOTAL	\$ 11,359.98

Make Payment to: Bank Name: Chase, 43100 Grand River Avenue, Novi, MI 48375 Account Name: The Library Network Account Number: 2490134 Routing Number: 072000326 (must start with 0) Type: Checking

Please include invoice number with payment to "The Library Network". A late fee of 1.5% is assessed on amounts over 60 days past due.
Thank you!



5671 Trumbull
Detroit, MI 48208

Invoice

Date	Invoice #
3/31/2026	6922

Bill To
City of Dearborn Heights 6045 Fenton Dearborn Heights, MI 48127

Permit No.		Location	Terms
		DEARBORN HEIGHTS	Net 30
Quantity	Description	Rate	Amount
1	Tree Trimming - WORK PERFORMED WE 3-29-26 101-440-820.000 OK TO PAY 4-9-26 *Tree work @ specific addresses	3,725.00	3,725.00
		John Danci 4/13/26	
		Total	
		\$3,725.00	



5671 Trumbull
Detroit, MI 48208

Invoice

Date	Invoice #
3/24/2026	6890

Bill To
City of Dearborn Heights 6045 Fenton Dearborn Heights, MI 48127

Permit No.	Location	Terms
	DEARBORN HEIGHTS	Net 30

Quantity	Description	Rate	Amount
1	Tree Trimming - WORK PERFORMED WE 3-22-26 <i>101-440-820.090 OK TO PAY 4-9-26</i> <i>* Tree work completed at specific addresses *</i>	5,975.00	5,975.00
Total			\$5,975.00

John Danci
4/13/26
John Danci

Invoice Number
19000032
Invoice Date
11/01/2025
Due Date
12/01/2025

COUNTY OF WAYNE

Warren C. Evans - County Executive
500 Griswold,
Detroit, MI, 48226, US



Invoice

Send Remittance To:

Customer Number:	500005
Customer Name:	
Dearborn Heights, City of 6045 Fenton, Dearborn Heights, MI, 48127, US	

Wayne County, Environmental Services Division, 400 Monroe, Suite 300, DETROIT, MI 48226 Wayne
--

Direct Inquiries to :

Mrs Jessica Email- DPSFinanceesd@waynecountymi.gov

Line No	Description	Amount
001	NOV 2025 DH Area 3 Sewage Disposal	4,300.00
not sure of account # to use. I know some may have changed.		Line Total 4,300.00
		Total 4,300.00
		<i>John Danci</i> 4/16/26 John Danci
Please Pay This Amount =>		\$4,300.00

Return Remittance copy of Invoice with Payment

Just received on 4/16/26 by USPS mail

Invoice Number 19000015
Invoice Date 10/29/2025
Due Date 11/28/2025

COUNTY OF WAYNE

Warren C. Evans - County Executive
500 Griswold,
Detroit, MI, 48226, US



Invoice

Send Remittance To:

Customer Number:	500005
Customer Name: Dearborn Heights, City of 6045 Fenton, Dearborn Heights, MI, 48127, US	

Wayne County,
Environmental Services Division,
400 Monroe,
Suite 300,
DETROIT,
MI 48226 Wayne

Direct Inquiries to :

Mrs Jessica Email- DPSFinanceesd@waynecountymi.gov

Line No	Description	Amount
001	RVSDS OCTOBER 2025 FIXED SEWAGE	601,156.00
002	HIGHLAND PARK BAD DEBT CREDIT	-301,961.00
003	ADJUSTMENT FOR 24/25 RATES USED IN JULY THRU SEPTEMBER 2025	388,725.00
		Line Total 687,920.00
		Total 687,920.00
		<i>John Danci 4/16/26</i>
		<i>John Danci</i>
Please Pay This Amount =>		\$687,920.00

Do not know which
account #'s are
valid for each
item listed.

Return Remittance copy of Invoice with Payment

Just received on 4/16/26 by USPS mail

Invoice Number
19000156
Invoice Date
04/01/2026
Due Date
05/01/2026

COUNTY OF WAYNE

Warren C. Evans - County Executive
500 Griswold,
Detroit, MI, 48226, US



Invoice

Send Remittance To:

Customer Number:	500005
Customer Name:	Dearborn Heights, City of 6045 Fenton, Dearborn Heights, MI, 48127, US

Wayne County,
Environmental Services Division,
400 Monroe,
Suite 300,
DETROIT,
MI 48226 Wayne

Direct Inquiries to :

Mrs Jessica Email- DPSFinanceesd@waynecountymi.gov

Line No	Description	Amount
001	DH Area 3 APR 2026 Sewage Disposal	4,300.00
002	Dhn Hghts CSO Basin O&M FY26 Q2 APR 1 2026 - JUN 30 2026	196,913.00
003	RVSDS Monthly APR 2026 Fixed Sewage	601,156.00
004	Taylor Jackson-ECPAD O&M FY26 Q2 APR 1 2026 - JUN 30 2026	135,747.57
Line Total		938,116.57
Total		938,116.57
Please Pay This Amount =>		\$938,116.57

Do not know which
account #'s are
valid for each
listed item.

John Danci
John Danci

4/16/26

Return Remittance copy of Invoice with Payment

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-180

7.A.



Comptroller's Office

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Mahdi Baydoun, Comptroller

DATE: April 23, 2026

RE: Director Nasrallah - Bid Award - 2026-2027 Non-City Owned Properties Grass/Weed Cutting and Debris Removal

Motion to award the bid for 2026-2027 Non-City Owned Properties Grass/Weed Cutting and Debris Removal to Precision Lawn Care for a cost not to exceed those listed in the attached comparison sheet. In addition, authorize the administration to select one of the following contractors as needed, and costs not to exceed those listed in the attached comparison sheet, if the volume of work exceeds capacity:

Rock Empire
Luxury Lawn & Snow
Ground Control Property Services
Xpert Lawn & Snow
Artistic Landscaping & Lawn Service

In addition, authorize the Mayor and Clerk to sign the contract on behalf of the City after review and approval by Corporation Counsel, which will expire on December 31st, 2027. Furthermore, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from Account 101-200-963.000 of which the current balance is \$76,668.09.

Attachments:

1. Final Bid Document
2. Comparison Sheet
3. ALLEN_S
4. Artistic Landscaping & Lawn Services
5. Ground Control
6. Luxury Lawn & Snow
7. Net Solution
8. Precision Lawn Care 1
9. Precision Lawn Care 2
10. Rock Empire LLC
11. The Grass Barber
12. Wilkins Professional
13. XPERT Lawn & Snow

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on “Place a Bid” button
- c. Select “Place a new Bid” radio button and click on continue. The create bid interface opens.
- d. Click on “Documents” tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to “don’t forget to attach your pricing in the Documents section. Select Next button on the next screen in the “exception” section, select “No” or “Yes”. In the “Bidder compliance & Authentication” section enter your complete name and password when prompted. Click on “Submit Bid” button.
- f. In the “bid submission confirmation” window select “No” or “yes” as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
*PLEASE SUBMIT IN TRIPLICATE***

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: _____

(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: _____ Date: _____

Address: _____

Telephone: _____ E-mail: _____

Signature: _____ Print Name: _____
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
*PLEASE SUBMIT IN TRIPLICATE***

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
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Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ _____ per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ _____ per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ _____ per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ _____ per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ _____ per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- G. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- H. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
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- J. Commercial lawn area will be determined by the measurements taken by the City Inspector.

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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- K. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
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- N. Residential lot areas will be determined by the City based upon record lot dimensions.
- O. Commercial lawn area will be determined by the measurements taken by the City Inspector.

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CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS. WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in good **working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Grass/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS
("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED]
("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2026

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS

Project No.: 04022026

PROJECT NAME : 2026-2027 Grass/Weed Cutting and Debris Removal

Date: 04/15/2026



Bidder	Allen's Landscape & Lawn Services, LLC.	Rock Empire	Precision Lawn Care	Net Solution	Luxury Lawn & Snow	Artistic Landscaping & Lawn Service	The Grass Barber	Xpert Lawn & Snow	Wilkins Professional	Ground Control Property Services	
Description	Unit	U/P	U/P	U/P	U/P	U/P	U/P	U/P	U/P	U/P	
1 Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ per cutting.	SQFT	\$94.21	\$42.00	\$30.00	\$85.00	\$50.00	\$75.00	\$175.00	\$74.00	\$85.00	\$45.00
2 Proposal #2: Lot area size greater than 5,000 sq. ft., \$ per 100 sq. ft. of lot area per cutting.	SQFT	\$2.88	\$0.85	\$0.80	\$185.00	\$1.50	\$1.25	\$3.50	\$1.49	\$1.60	\$1.00
3 Proposal #3: Lawn area size of 0-200 sq. ft., \$ per cutting.	SQFT	\$182.07	\$30.00	\$20.00	\$75.00	\$2.50	\$50.00	\$100.00	\$49.00	\$95.00	\$45.00
4 Proposal #4: Lawn area size greater than 200 sq. ft., \$ per 10 sq. ft. of lawn area per cutting.	SQFT	\$9.50	\$0.70	\$1.00	\$165.00	\$0.50	\$0.75	\$0.50	\$0.24	\$4.00	\$1.00
5 Proposal #5: Removal of debris/brush, \$per cubic yard.	CUYD	\$126.29	\$135.00	\$15.00	\$395.00	\$17.00	\$75.00	\$95.00	\$54.00	\$1.85	\$85.00

Prepared By: Nehme Nehmi:

Signature:

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on “Place a Bid” button
- c. Select “Place a new Bid” radio button and click on continue. The create bid interface opens.
- d. Click on “Documents” tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to “don’t forget to attach your pricing in the Documents section. Select Next button on the next screen in the “exception” section, select “No” or “Yes”. In the “Bidder compliance & Authentication” section enter your complete name and password when prompted. Click on “Submit Bid” button.
- f. In the “bid submission confirmation” window select “No” or “yes” as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: NET 15

Delivery: PER CONTRACT SCHEDULE

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: <u>FOUR HUNDRED AND FOURTEEN DOLLARS AND NINETY-FIVE CENTS</u>	<u>\$414.95</u>
(Total Figure Written)	(Total Figure)

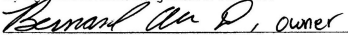
ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

ALLEN'S LANDSCAPE & LAWN SERVICES, LLC

Firm Name: _____ Date: 04/13/2026

Address: 15001 KERCHEVAL AVE, #333, GROSSE POINTE PARK, 48230

Telephone: 313.318.2604 E-mail: OFFICE@ALLENSLANDSCAPEANDLAWN.COM

Signature: My Signature in Acknowledgement of the Above
 Print Name: BERNARD ALLEN JR., OWNER
(Person executing bid & official capacity)

BERNARD ALLEN JR., OWNER

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

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State Terms: NET 15

Delivery: PER CONTRACT SCHEDULE

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

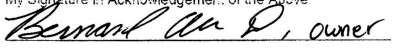
TOTAL: <u>FOUR HUNDRED AND FOURTEEN DOLLARS AND NINETY-FIVE CENTS</u>	<u>\$414.95</u>
(Total Figure Written)	(Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: ALLEN'S LANDSCAPE & LAWN SERVICES, LLC. Date: 04/13/2026

Address: ALLEN'S LANDSCAPE & LAWN SERVICES, LLC.

Telephone: 313.318.2604 E-mail: OFFICE@ALLENSLANDSCAPEANDLAWN.COM

Signature: My Signature in Acknowledgement of the Above
 owner Print Name: BERNARD ALLEN JR., OWNER
(Person executing bid & official capacity)

BERNARD ALLEN JR., OWNER

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
*PLEASE SUBMIT IN TRIPLICATE***

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: NET 15

Delivery: PER CONTRACT SCHEDULE

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

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(Total Figure Written)	(Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: ALLEN'S LANDSCAPE & LAWN SERVICES, LLC. Date: 04/13/2026

Address: 15001 KERCHEVAL AVE, # 333, GROSSE POINTE PARK, MI 48230

Telephone: 313.318.2604 E-mail: OFFICE@ALLENSLANDSCAPEANDLAWN.COM

Signature: My Signature in Acknowledgement of the Above
Bernard Allen Jr., owner Print Name: BERNARD ALLEN JR., OWNER
(Person executing bid & official capacity)

BERNARD ALLEN JR., OWNER

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 94.21 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 2.88 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 182.07 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ 9.50 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 126.29 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- G. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- H. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- K. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- L. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- M. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- N. Residential lot areas will be determined by the City based upon record lot dimensions.
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CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS. WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in good **working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Grass/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

ALLEN'S LANDSCAPE & LAWN
SERVICES, LLC.

Dated: APRIL 13, 2026

By: BERNARD ALLEN JR.

Its: OWNER

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

**MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127**

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn. You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding to.
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: _____
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: ARTISTIC LANDSCAPING & LAWN SERVICE LLC Date: 4-15-26

Address: 5477 W. BROOKSIDE DR. DEARBORN HEIGHTS, MI 48125

Telephone: 313 404-5999 E-mail: RYAN.SMITH48@YAHOO.COM

Signature:  Print Name: RYAN SMITH
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

RYAN SMITH LARRY WILINSKI
If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

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Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

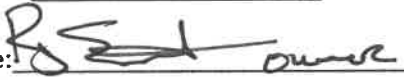
TOTAL: _____
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: ARTISTIC LANDSCAPING & LAWN SERVICE, LLC Date: 4-15-26

Address: 5477 N. BROOKSIDE DR. DEARBORN HEIGHTS, MI 48125

Telephone: 313 404 -5999 E-mail: RYAN.SMITH48@YAHOO.COM

Signature:  Print Name: RYAN SMITH
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

RYAN SMITH LOREY WILINSKI
If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

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2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

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Firm Name: ARTISTIC LANDSCAPING & LAWN SERVICE LLC Date: 4-15-26

Address: 5477 W. BROOKSIDE DR. DEARBORN HEIGHTS, MI 48125

Telephone: 313 404-5999 E-mail: RYAN.SMITH48@YAHOO.COM

Signature:  owner Print Name: RYAN SMITH
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

RYAN SMITH LARRY WILINSKI
If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 75.00 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 1.25 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 50.00 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$.75 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 75.00 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

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Proposal #5: Removal of debris/brush, \$ 75.00 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in good **working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"). 13 entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Gras/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2026

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

Department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

**MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127**

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn Your must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Net 30

Delivery: Check / ACH

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: <u>One Hundred Seventy Seven Dollars and 0/100</u>	<u>\$177.00</u>
(Total Figure Written)	(Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Douglas Nicholl Date: 04/14/2026

Address: 22100 Huron Township Ct, New Boston, MI, 48164

Telephone: (313)727-9710 E-mail: nicholld@groundcontrolps.com

Signature:  Print Name: Douglas Nicholl
(Person executing bid & official capacity)

<u>Douglas Nicholl, CEO</u>	
Names of Principal Officers and designate indicate Official capacity	If partnership or assumed name, name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Net 30

Delivery: Check / ACH

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

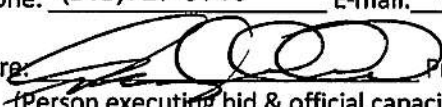
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 45.00 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 1.00 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 45.00 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ 1.00 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 85.00 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
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- I. Residential lot areas will be determined by the City based upon record lot dimensions.
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

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CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in good **working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Gras/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

By: _____

Its: _____

Dated: _____, 2026

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) Lawn mowers (Ex-mark 2024)
Trailers (2026, 2025, 2024) / Blowers + Trimmers (Echo, Stihl)

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: Fifty-four dollars and five cents \$54.05
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Luxury Lawn and Snow LLC Date: 04/14/2026

Address: 32910 W 13 Mile Rd Ste E-501, Farmington Hills, MI 48334

Telephone: (248) 346-5339 E-mail: LuxurylawnandsnowLLC@gmail.com

Signature: [Signature] Print Name: Wisam Elttayef
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

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State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) Lawn mowers (Ex-mark 2024)

Trailers (2026, 2025, 2024) Blowers + Trimmers (Echo, Stihl)

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: <u>Fifty-four dollars and five cents</u>	<u>\$54.05</u>
(Total Figure Written)	(Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Luxury Lawn and Snow LLC Date: 04/14/2026

Address: 32910 W 13 Mile Rd, Ste E-501, Farmington Hills, MI 48334

Telephone: (248) 346-5339 E-mail: Luxurylawnandsnowllc@gmail.com

Signature: [Signature] Print Name: Wiam ElHtayef
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.

All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) Lawn mowers (Ex-mark 2024)

Trailers (2026, 2025, 2024) Blowers + Trimmers (Echo, Stihl)

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: Fifty-four dollars and five cents \$54.05
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Luxury Lawn and snow LLC Date: 04/14/2026

Address: 32910 W 13 Mile Rd, Ste E-501, Farmington Hills, MI 48334

Telephone: (248) 346-5339 E-mail: LuxurylawnandsnowLLC@gmail.com

Signature: [Signature] Print Name: Wisam Elttayef
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 50.00 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 1.50 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 2.50 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ 0.05 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 17.00 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- G. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- H. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- K. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- L. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- M. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- N. Residential lot areas will be determined by the City based upon record lot dimensions.
- O. Commercial lawn area will be determined by the measurements taken by the City Inspector.

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CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS. WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS. WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in good **working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Gras/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2026

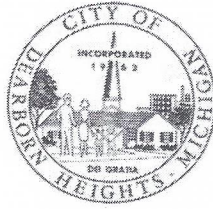
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on "Place a Bid" button
- c. Select "Place a new Bid" radio button and click on continue. The create bid interface opens.
- d. Click on "Documents" tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to "don't forget to attach your pricing in the Documents section. Select Next button on the next screen in the "exception" section, select "No" or "Yes". In the "Bidder compliance & Authentication" section enter your complete name and password when prompted. Click on "Submit Bid" button.
- f. In the "bid submission confirmation" window select "No" or "yes" as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: NET 30

Delivery: 3 Business Days

State Warranty on Equipment: (where applicable) 1 Year Warranty

Make and Model: (where applicable) 10 John Deere Z315E ZTrak 42-in
20HP V-twin Gas, Craftsman push lawn mowers, trimmers

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: <u>Seventy-Five Thousand Five Hundred</u>	<u>75,500</u>
(Total Figure Written)	(Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: NETSOLUTIONS LLC Date: 04-12-2026

Address: 17151 Rowe St Detroit, MI 48203

Telephone: 313-854-4027 E-mail: JulianBurrows@hotmail.com

Signature: Julian Burrows Print Name: Julian Burrows
(Person executing bid & official capacity)

Julian Burrows
Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: NET 30

Delivery: 3 Business Days

State Warranty on Equipment: (where applicable) 1 Year Warranty

Make and Model: (where applicable) John Deere¹⁰ 2315E ZTrak 42in
20HP V-Twin Gas, Craftsman¹⁰ Pushlawn mowers, trimmers¹²

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: <u>Seventy-Five Thousand Five Hundred</u>	<u>75,500</u>
(Total Figure Written)	(Total Figure)

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FORM OF PROPOSAL
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All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: NET 30

Delivery: 3 Business Days

State Warranty on Equipment: (where applicable) 1 Year Warranty

Make and Model: (where applicable) John¹⁰ Deere Z315E ZTrak 42in 20HP
V¹⁰ twin Gas, Craftsman Pushlawnmowers, trimmers¹²

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: Seventy Five Thousand Five Hundred 75,500
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: NETSOLUTIONS LLC Date: 04-12-2026

Address: 17151 Rowe St Detroit MI 48205

Telephone: 313-854-4027 E-mail: JulianBurrows@hotmail.com

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(Person executing bid & official capacity)

Julian Burrows
Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until 3:00pm, April 15, 2026.
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 85 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 185 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 75 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ 165 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 395 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
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- H. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- K. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
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- M. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
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CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS. WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in **good working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter "Agreement"), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter "CONTRACTOR"). OWNER and CONTRACTOR (hereafter collectively referred to as "the Parties", or individually and generically referred to as "Party") agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR'S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Gras/Weed Cutting and Debris removal (hereafter "Form Agreement"). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR'S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2026

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.



PRECISION LAWN CARE

Phone: 313-423-1700

Email: Info@precisionlawncaremi.com

Date: 4/11/26

BID SUBMISSION: GRASS / WEED CUTTING & DEBRIS REMOVAL

City of Dearborn Heights

To Whom It May Concern,

Precision Lawn Care respectfully submits this proposal to provide grass cutting, weed control, and debris removal services for the City of Dearborn Heights.

COMPANY QUALIFICATIONS

- Fully Licensed & Insured
- Professional Equipment & Skilled Crew
- Reliable Scheduling & Fast Turnaround
- Local Business Committed to Community Standards

SCOPE OF SERVICES

- Grass cutting and trimming
- Weed removal and overgrowth control
- Edging along sidewalks and structures
- Debris and dumping removal

PRICING STRUCTURE

Small Lots: \$30 per cut
Medium Lots: \$40 per cut
Large Lots: \$50–\$65 per cut
Overgrown: \$60–\$125
Debris Removal: \$75–\$200
Bulk Rate: \$25–\$35 per lot

SERVICE SCHEDULE

Weekly, bi-weekly, or as-needed

FAST RESPONSE GUARANTEE

Precision Lawn Care guarantees a response within 24 hours for all service requests and priority turnaround for urgent or code enforcement properties.

CLOSING

We appreciate your consideration.

Sincerely,
Ali Harajli
Owner, Precision Lawn Care

CITY OF DEARBORN HEIGHTS



ADVERTISEMENT FOR BID

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

Sealed bids will be received electronically at bidnetdirect.com/mitn or in person in a closed sealed/stamped envelope at the Comptroller's Office, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, MI 48127, until:

**Wednesday, April 15 2026
AT 3:00 p.m.**

Specifications must be obtained on-line by registering (free registration available) on BidNet. Go to www.bidnetdirect.com/mitn or send an email request to nnehmi@dearbornheightsmi.gov

MAHDI BAYDOUN, COMPTROLLER
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127

CITY OF DEARBORN HEIGHTS
2026-2027 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

Sealed bids will be received physically in sealed envelope by the City of Dearborn Heights, Michigan as owner, until **3:00 P.M., Wednesday, April 15, 2026** at the Comptroller's Office at the Dearborn Heights City Hall, 6045 Fenton, Dearborn Heights, Michigan, 48127, or can be submitted at www.bidnetdirect/mitn using electronic bid submission option, at which time said proposals will be opened and publicly read.

Proposals shall be for items as specified on attached Specifications and Proposal Form. A Manufacturer Specification Sheet for each model or style of item to be supplied shall accompany the bid.

BRAND NAME:

If and wherever, in the Specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. However, if a product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the City that said product is equal to that specified. Evidence in the form of samples may be requested if brand is other than specified. Such samples are to be furnished after the date of bid opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) days after formal request is made.

Proposal shall be addressed to Mahdi Baydoun, Comptroller, City of Dearborn Heights, 6045 Fenton, Dearborn Heights, Michigan, 48127, in a sealed envelope for each proposal, marked "Bid for (name of item being bid)". Such proposals shall be submitted in strict accordance with the City of Dearborn Heights Specifications for the items listed herein. Any and all variations from Dearborn Heights Specifications are to be stated in the bids.

Each proposal must be submitted in duplicate on forms furnished on-line at the MITN site, on: www.bidnetdirect/mitn

The City of Dearborn Heights reserves the right to reject or accept any or all proposals, in whole or in part, and waive any irregularities or formalities therein.

BID SUBMISSION:

Please follow these instructions carefully to submit a bid, your bid may be considered nonresponsive if it is not submitted as instructed below. Bids are considered received, when Comptroller's Office received by In-Person submission or submitted at Bidnetdirect/mitn EBS option for registered users before the specified due date and time, late bids will not be considered.

1. Electronic Bid Submission Option

Login to Bidnetdirect website with your previously registered credentials at www.bidnetdirect/mitn You must be a registered user to participate in electronic bid submission.

- a. Find City of Dearborn Heights solicitation you are bidding for
- b. Click on “Place a Bid” button
- c. Select “Place a new Bid” radio button and click on continue. The create bid interface opens.
- d. Click on “Documents” tab, select add file. You have the option to drag & drop or browse your file. If you are using zip file, use zip file option. Selected files will appear in the file section. Once your files are uploaded, click on the Next button.
- e. It will take you to the Pricing tab, and you will see a reminder to “don’t forget to attach your pricing in the Documents section. Select Next button on the next screen in the “exception” section, select “No” or “Yes”. In the “Bidder compliance & Authentication” section enter your complete name and password when prompted. Click on “Submit Bid” button.
- f. In the “bid submission confirmation” window select “No” or “yes” as your response.
- g. Next screen will confirm your bid submission and you will receive a confirmation number for your records.

CITY OF DEARBORN HEIGHTS
23-2024 GRASS/ WEED CUTTING AND DEBRIS REMOVAL
INSTRUCTIONS TO BIDDERS

PLEASE TAKE SPECIAL NOTE OF THE FOLLOWING PARAGRAPH:

AT THE TIME OF OPENING ANY BID THAT DOES NOT MEET THE REQUIREMENTS OF THE ABOVE PARAGRAPH WILL NOT BE READ BY THE COMPTROLLER. OR TABULATED BY THE PURCHASING DIVISION. THESE BIDS WILL BE RETURNED TO THE BIDDER BY THE COMPTROLLER MARKED, "DOES NOT MEET BID SPECIFICATIONS".

It is agreed, if the bidder to whom the Contract shall have been awarded shall refuse or neglect to execute the Contract or Purchase Order and properly secure the same within ten (10) days, the amount of the bid deposit shall be forfeited to and retained by the Owner as liquidated damages for such neglect or refusal.

Further, if the successful bidder fails to comply with the terms of the bid proposal, contract or purchase order the City has the option to hold the successful bidder to the terms of the proposal or forfeit the bid deposit as liquidated damages.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (Naming Partners), Corporation, Foreign or Domestic (Naming Principal Officers), and indicate capacity or person executing proposal and bid.

Revised: 11/27/79 (Council Motion 79-1003)

And also on:

1/08/80 (Council Motion 80-15)

And also on:

6/12/91 (Council Motion 91-299)

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
*PLEASE SUBMIT IN TRIPLICATE***

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Net 30 days. Pricing valid for 90 days. Subject to specifications and weather conditions.

Delivery: Services to be performed within 24-48 hours of notification. Emergency response available within 24 hours

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

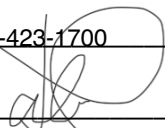
TOTAL: _____
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Precision Lawn Care Co LLC Date: 04/07/2026

Address: 50688 Woodford Dr, Canton MI 48188

Telephone: 313-423-1700 E-mail: Info@Precisionlawncaremi.com

Signature:  Print Name: Ali Harajli
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Net 30 days. Pricing valid for 90 days. Subject to specifications and weather conditions

Delivery: Services to be performed within 24-48 hours of notification. Emergency response available within 24 hours

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: _____
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Precision Lawn Care Co LLC Date: 4/7/2026

Address: 50688 Woodford Dr, Canton MI 48188

Telephone: 313-423-1700 E-mail: Info@precisionlawncaremi.com

Signature: _____ Print Name: Ali Harajli
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
*PLEASE SUBMIT IN TRIPLICATE***

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: Net 30 days. Pricing valid for 90 days. Subject to specifications and weather conditions.

Delivery: Services to be performed with 24-48 hours of notification. Emergency response available within 24 hours.

State Warranty on Equipment: (where applicable) N/A

Make and Model: (where applicable) N/A

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: _____
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: Precision Lawn Care Co LLC Date: 4/7/2026

Address: 50688 Woodford Dr, Canton MI 48188

Telephone: 313-423-1700 E-mail: Info@precisionlawncaremi.com

Signature: _____ Print Name: Ali Harajli
(Person executing bid & official capacity)

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- A. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- B. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
- C. The City of Dearborn Heights will receive bids for the cutting and removal of grass, weeds and clippings from private property up until **3:00pm, April 15, 2026.**
- D. Residential lot areas will be determined by the City based upon record lot dimensions.
- E. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 30 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$.80 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 20 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ 1 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 15 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
- G. All bids are to include shipping charges F.O.B. City of Dearborn Heights, Michigan
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**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

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CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS, WEED CUTTING AND DEBRIS REMOVAL

1. Contractor must have sufficient personnel and equipment to complete the following:
2. Contractor will be notified when and where to mow grass and weeds by the City of Dearborn Heights Ordinance Department on private and City-owned properties.
3. Contractor will verify if grass is required to be mowed following the 7 day notice and cut within 3 days.
4. Contractor shall invoice the City of Dearborn Heights at the end of each week for the grass and weed cutting on private properties and City-owned properties. (This includes front, back and side yards.)
5. Contractor shall be responsible for any personal injury or damage to any public or private property caused by contractor's machinery or employees.
6. Contractor is responsible for checking the area before mowing to make sure the area is clear of debris.
7. Contractor is responsible to pick up all paper, boxes, cans, bottles, etc. and not merely mow over such articles.
8. Contractor is to pick up all grass clippings and weeds and is responsible for disposal of such clippings. This cost is to be included in the proposal price.
9. Contractor must be aware that grass and weeds will be over three (3) feet tall on many properties along with scrub trees.
10. All grass and weeds are to be mowed to a height of 1 ½ to 2 inches and the area is to be swept clean after mowing. This includes the City sidewalk.
11. Contractor is expected to weed whip around trees, fence posts, fence line, fire hydrants, etc.
12. Contractor is to understand that the terrain shall vary from a level grade to slope and/or very rough grade.
13. Contractor is expected to edge along the City sidewalk on each job. For commercial properties, contractor may apply chemical herbicides where he/she determines it to be appropriate and safe for the elimination of weed growth in cracks or joints of hard surfaces.
14. Contractor must secure a City of Dearborn Heights Business License.

15. Contractor is to provide a photo of each job prior to cutting and a photo of each load of debris; to be submitted with the monthly invoice or invoice will not be paid.
16. Contractor must be insured with liability insurance and worker's compensation insurance. It must have a clause in the policy to defend, indemnify and hold the City of Dearborn Heights harmless and the City is to be additionally insured.
17. Contractor must perform work on the list provided within 3 days of the "cut date" or invoice will not be paid.

Insurance specifications are as follows:

Bodily Injury – each person 500,000.00

Each accident – 1,000,000.00

Property damage

100,000.00 – 500,000.00

Workers compensation insurance is required for any/all employed by the contractor.

CITY OF DEARBORN HEIGHTS
SPECIFICATIONS
2026-2027 GRASS. WEED CUTTING AND DEBRIS REMOVAL

Intent of the program:

The intention of this program is to cut grass, weeds and sapling trees. The properties the contractor will deal with will be vacant lots as well as abandoned and in some cases occupied homes throughout the community. The grass and weeds the contractor will encounter will range from eight inches high to three (3) feet and higher. Sapling trees which have grown on the property should be no larger than 3 inches in diameter.

Scope of work:

The contractor can expect to find any and all types of debris on the property. All debris will have to be removed prior to cutting. Types of debris may include, but may not be limited to: chunks of concrete, old cyclone fencing, wire, cables, automobile parts, twigs, tree limbs, piles of grass clippings thrown over the fence line or piled at the rear of the property, mattresses, bathtubs, toilets, old furniture, furnaces, tires, lumber, drywall, paneling, plywood, old bikes, toys, etc.

All items must be removed from the site prior to cutting. The contractor will be obligated to haul-away the debris. NO DEBRIS WILL REMAIN ON SITE. The grass clippings will also have to be collected and hauled away, but may not be included as part of the debris.

Scrub (sapling) trees growing along the fence line are required to be removed and included in the haul-away.

Length of Contract

This contract shall be for the 2026 and 2027 spring-fall season but may be extended one year at the sole discretion of the City of Dearborn Heights. Original contract years are 2026 and 2027 with a one-year extension at the City's sole discretion for the 2028 grass season.

Verification

Invoices will be submitted as follows: One invoice per parcel. The invoice is to be submitted at the end of each week. 4 x 6 glossy 35mm photographs, or digital photographs of similar or higher quality, are to be attached to the invoice. A minimum of two (2) photographs will be taken. The first photo will show the site prior to cutting, and must show that the vegetation is in excess of six inches high. The second photograph must show that the grass cutting was completed on the property. Additional photographs may be submitted demonstrating the extent of the debris collected or found on the site or the condition of planting beds. All photographs must be time dated in the bottom right corner, showing the date the photograph was taken. Should the photographs reflect that the grass was not in need of cutting (over eight inches in height or higher), the contractor will not be paid for that job. It is the obligation of the contractor to verify the work being submitted for payment. This verification will be via the photographs.

Equipment requirement:

The contractor will be required to have the following type of commercial lawn equipment in good **working order**. The cutting decks will be a minimum of 36" or larger and the walk behinds shall be 36" or larger. All mowers shall be equipped with grass catchers. The trimmers will be equipped with sting or a steel blade for the cutting of sapling trees. The City will be allowed to inspect all equipment from time to time, including site visits.

Noxious weeds defined:

Canada Thistles, Wild Carrot, Ox-Eye Daisies, Wild Mustard, Ragweed, Goldenrod, Bindweed, Perennial Snow Thistle, Hoary Alyssum, Poison Ivy, Poison Sumac, or any other varieties which are recognized as inducing hay fever, rose fever, or other diseases or being in any other way deleterious to the health and comfort of the community.

Insurance:

The Contractor must maintain insurance coverage as required by the bid specifications, with a copy of the insurance certificate on file with the City. The City must be immediately informed of any change in the status of the insurance coverage. Work performed in violation of these requirements will not be authorized, and the City shall pay no compensation for such work.

16.05 Employment Law and Title VI Plan Compliance

(a) Employment Law Compliance. Contractor shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, Contractor shall require a similar covenant on the part of any Subcontractor employed in the performance of the Contract. To the extent required by law, Contractor shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency (ies) setting forth the fact that Contractor is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

(b) Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the City of Dearborn Heights' obligation to the Michigan Department of Transportation to require Appendix A. Contractor agrees that Appendix A is a material part of the Contract and is incorporated therein by reference. Contractor has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this paragraph (b), this paragraph (b) only applies and Appendix A is incorporated into the Contract and made a material part of it strictly to the extent that this subsection (b) and Appendix A are actually applicable to the undertakings set forth in the Contract under applicable law.

(c) Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in paragraph (a) above and/or the Title VI Plan covenants set forth in paragraph (b) above, the City of Dearborn Heights shall have the right to terminate the Contract, a breach of said covenants in either of these provisions being deemed a material breach of the Contract.

AGREEMENT FOR 2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

This Agreement for Grass/Weed Cutting and Debris removal (hereafter “Agreement”), is entered into between the CITY OF DEARBORN HEIGHTS (hereafter "OWNER") and [TO BE DETERMINED] (hereafter “CONTRACTOR”). OWNER and CONTRACTOR (hereafter collectively referred to as “the Parties”, or individually and generically referred to as “Party”) agree as follows:

ARTICLE 1. INCORPORATION OF THE BID SPECIFICATIONS, CONTRACTOR’S PROPOSAL, AND OTHER CONTRACT DOCUMENTS BY REFERENCE

1.1. Background. The Parties acknowledge that OWNER issued its Bid Specifications Package related to Grass/Weed Cutting and Debris removal. The Parties acknowledge that the Bid Specifications Package included an incomplete form for Agreement for Gras/Weed Cutting and Debris removal (hereafter “Form Agreement”). The Parties also acknowledge that this Bid Specifications Package described and specified many of the duties, responsibilities, and obligations that the Contractor selected by OWNER to do the work pursuant to the Bid Specifications Package would be required to perform and/or meet. Moreover, the Parties acknowledge that CONTRACTOR submitted its completed Proposal to OWNER in response to the Bid Specifications Package which led to the OWNER selecting it to be the CONTRACTOR chosen to perform the work required by this Agreement.

1.2. Contract Documents. The Contract Documents include all of the following which presently exist or which may come to exist in the future: Bid Specifications Package (including all parts of it as described in Section 1.1 above); CONTRACTOR’S completed Proposal; this Agreement; the Notice of Award; documentation submitted by CONTRACTOR prior to Notice of Award; the Form Agreement; and any Modification or Addendum to this Agreement, duly approved and delivered after execution of this Agreement.

1.3. General Incorporation by Reference. The Parties agree that the Contract Documents are incorporated herein and made a part hereof by reference. The Parties further agree that (A) the CONTRACTOR shall fulfill the duties, responsibilities, and obligations of the CONTRACTOR as described in the Contract Documents and (B) the OWNER shall fulfill the duties, responsibilities, and obligations of the OWNER as described in the Contract Documents. The only exceptions to these general requirements as set forth in this Section 1.3 are set forth in Section 1.4 below.

1.4. Effect of this Agreement and Otherwise. This Agreement is intended to be consistent with the other Contract Documents. Still, this Agreement supersedes what is stated in the other Contract Documents to the extent that this Agreement and any of the other Contract Documents are inconsistent. Notwithstanding what is stated in the preceding sentence, any Modification or Addendum to this Agreement (including any Change Orders) that has been duly approved as required by this Agreement and delivered after the execution of this Agreement shall supersede

the other Contract Documents (including this Agreement) to the extent that the Modification or Addendum is inconsistent with any of the other Contract Documents.

ARTICLE 2. WORK

2.1. Generally. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as on-call sanitary sewer lateral tap repair.

2.2. Performance Standards. CONTRACTOR shall perform all services in conformity with the standards and requirements set forth in the Contract Documents. Further, CONTRACTOR shall perform all services in a prompt, diligent and workmanlike manner and at a level of proficiency to be expected of a contractor with the personnel, equipment, expertise, background and experience that CONTRACTOR has represented that it has.

ARTICLE 3. TERM

Work under this Agreement shall commence as soon as practicable after this Agreement is executed.

ARTICLE 4. CONTRACTOR'S COMPENSATION

Subject to Article 5 below, OWNER shall pay CONTRACTOR for services actually performed and appropriately completed by CONTRACTOR as provided in the Contract Documents. Absent any further agreement between the Parties adjusting what CONTRACTOR is to be paid, the total amount to be paid to CONTRACTOR shall not exceed [TO BE DETERMINED].

ARTICLE 5. PAYMENT PROCEDURES

5.1. Invoices. CONTRACTOR shall provide invoices on an ongoing basis to the OWNER for the services the CONTRACTOR has provided to the OWNER pursuant to this Agreement. Such invoices shall be submitted to OWNER within thirty (30) days of the substantial completion of the work. CONTRACTOR shall submit such invoices to the OWNER as specified in the Bid Specifications Package or in such other manner as directed in writing by the OWNER after this Agreement is executed.

5.2. OWNER'S Verification of Propriety of Payment. Before OWNER can actually pay an invoice submitted by CONTRACTOR, OWNER must verify and confirm that it is appropriate for OWNER to pay it. Ordinarily, this requires any such invoice to be reviewed by OWNER to determine the propriety of it being paid in three (3) steps: (A) The OWNER'S Department of Ordinance/animal control confirms that it is appropriate, and submit it to the OWNER'S Mayor. (B) The OWNER'S Mayor will review the invoice, confirm that it is appropriate, and submit it to the OWNER'S City Council. (C) The OWNER'S City Council will review the invoice, confirm that it is appropriate, and approve payment of it. Provided the Mayor does not veto the motion

approving the payment, the OWNER will thereafter send payment to the CONTRACTOR. The Parties agree that the OWNER shall have a reasonable amount of time to verify the propriety of paying any invoice submitted by CONTRACTOR in light of the foregoing process. Further, the Parties agree that the OWNER shall have such additional time as may be reasonably necessary in order to verify the propriety of paying any invoice submitted by CONTRACTOR based on the need to obtain further information, advice, and explanations related to things set forth in the invoice.

5.3. Payment. After OWNER has had a reasonable time to verify the propriety of paying an invoice submitted by CONTRACTOR in light of the foregoing sections, OWNER will pay CONTRACTOR per the terms of the invoice provided the services stated in the invoice were actually performed as provided in the Contract Documents, the invoice is completely accurate, and the services were appropriately completed by CONTRACTOR as provided in the Contract Documents.

5.4. Progress Payments and Retainage. Progress payments and retainage are otherwise governed by Michigan Public Act 524 of 1980, as may have been amended (MCL 125.1561 *et seq.*). This Act is incorporated herein by reference and made a part of this Agreement.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

CONTRACTOR has made the following material representations to the OWNER which have induced the OWNER to enter into this Agreement:

(A) CONTRACTOR has considered the nature and extent of the Contract Documents, Work, locality, and all local conditions and federal, state and local laws, and regulations and local ordinances that may affect cost, progress, performance, or furnishing of the Work.

(B) CONTRACTOR has given OWNER written notice of any conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the OWNER'S written resolution of same is acceptable to CONTRACTOR.

ARTICLE 7. EMPLOYMENT LAW AND TITLE VI PLAN COMPLIANCE

7.1. Employment Law Compliance. CONTRACTOR shall, where applicable, employ others within the regulations of all Federal, State and Local laws and ordinances and regulations relating to minimum wages, social security, unemployment insurance, worker's compensation, and other employment laws. Pursuant to the Elliott-Larsen Civil Rights Act, Public Act 453 of 1976, as amended, and the Persons with Disabilities Civil Rights Act, Public Act 220 of 1976, as amended, CONTRACTOR shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a disability unrelated to the individual's ability to perform the duties of a particular job or position. As stated in the preceding sentence, CONTRACTOR shall require a similar covenant on the part of any Subcontractor employed in

the performance of this Agreement. To the extent required by law, CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices provided by the appropriate governmental agency(ies) setting forth the fact that CONTRACTOR is an "Equal Opportunity Employer", appropriate non-discrimination provisions, and appropriate notices regarding employment rights.

7.2. Title VI Plan Compliance. Appendix A is attached hereto and is included as part of the OWNER'S obligation to the Michigan Department of Transportation to require Appendix A. CONTRACTOR agrees that Appendix A is a material part of this Agreement and is incorporated herein by reference. CONTRACTOR has the duties and obligations of "Contractor" or "contractor" as set forth in Appendix A. Notwithstanding what is otherwise stated in this Section 7.2, this Section 7.2 only applies and Appendix A is incorporated into this Agreement and made a material part of it strictly to the extent that this Section 7.2 and Appendix A are actually applicable to the undertakings set forth in this Agreement under applicable law.

7.3. Non-Compliance. In the event of any breach of any of the non-discrimination covenants set forth in Section 7.1 above and/or the Title VI Plan covenants set forth in Section 7.2 above, the OWNER shall have the right to terminate this Agreement, a breach of said covenants in either of these provisions being deemed a material breach of this Agreement.

ARTICLE 8. ASSIGNMENT

8.1. In General. CONTRACTOR may not assign or partially assign this Agreement without first securing OWNER'S prior written approval of the proposed assignment and without first securing OWNER'S prior written approval of the proposed assignee. Any such consent to the assignment must be executed with the same formalities as are necessary under this Agreement to effectuate an amendment to this Agreement. OWNER may withhold its consent to any proposed assignment for any reason as it determines in its sole discretion. A previous consent to an assignment shall not operate to relieve CONTRACTOR of its obligation or CONTRACTOR'S assignee of its obligation to obtain OWNER'S prior written consent to any further proposed assignment.

8.2. Effect of Assignment on Obligations. An assignment shall not operate to relieve the CONTRACTOR of any of its obligations under this Agreement.

ARTICLE 9. WAIVER OF BREACH

No failure by a Party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach of this Agreement constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

ARTICLE 10. VENUE

The Parties agree the proper venue for any suit or claim arising out of this Agreement shall be a court of competent jurisdiction in the County of Wayne, State of Michigan.

ARTICLE 11. NOTICES

11.1. In general. Except as otherwise provided in this Agreement, all formal notices required to be given by either Party hereunder shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

[THIS SPACE IS INTENTIONALLY BLANK.]

OWNER: Mayor's Office
City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

CONTRACTOR: [TO BE DETERMINED]

11.2. Change in Notices. Any formal notices given pursuant to Section 11.1 above are to be sent with a copy to such persons and addresses as each Party may designate from time to time in writing by certified mail and agreed to by both parties. Either Party hereto may from time to time change the address to which such notices are to be directed by written notice to said other Party 7 days from date of change by written notice sent certified mail and by email.

ARTICLE 12. RELATIONSHIP OF THE PARTIES

Each Party is, and shall perform its obligations under this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents, and operations. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish the relationship of co-partners or joint venturers, or any employer-employee relationship between the Parties except as owner/contractor business relationship. Nothing contained in this Agreement is intended to, or shall be construed to, in any way create or establish an agency relationship or representative relationship between the Parties.

ARTICLE 13. NO THIRD PARTY BENEFICIARY CONTRACT

This Agreement is not intended to create beneficial rights in or for any third party. This Agreement is entered into for the sole benefit of the Parties to this Agreement.

ARTICLE 14. NO WAIVER OF GOVERNMENTAL IMMUNITY

Nothing in this Agreement is to be construed as a waiver of any governmental immunity by OWNER or by any person or entity affiliated with OWNER as provided by statute or court decision.

ARTICLE 15. INTEGRATED AGREEMENT

This Agreement contains all of the agreements, terms, and conditions made between the Parties with respect to the subject matter of this Agreement. There are no other understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement that are not addressed in this Agreement.

ARTICLE 16. LAW AND INTERPRETATION

This Agreement shall be construed under the laws of the State of Michigan.

ARTICLE 17. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

ARTICLE 18. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of this Agreement.

ARTICLE 19. AMENDMENTS

This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by all Parties or their respective successors in interest. No modification, additions, deletions, revisions, alterations, or other changes to this Agreement shall be effective unless and until such change is reduced to writing, duly approved, executed, and delivered by the Parties to each other. Notwithstanding what is otherwise stated in this Article 19, no amendment to this Agreement shall be necessary to adopt informal notice procedures pursuant to Section 11.2 above or to change such procedures.

ARTICLE 20. SUCCESSORS AND ASSIGNS

All of the covenants, provisions, terms, agreements and conditions of this Agreement shall inure to the benefit of and be binding upon the OWNER, the CONTRACTOR, and their respective successors and assigns.

ARTICLE 21. AUTHORITY AND COUNTERPARTS

Parties signing in a representative capacity state by their hand, that they are duly authorized to sign this Agreement. This Agreement may be executed separately, and in multiple counterparts, each copy of which shall constitute an original Agreement, and all counterparts, when taken together, will constitute one and the same Agreement.

ARTICLE 22. FORCE MAJEURE

If the performance of either party under this agreement is delayed or prevented at any time due to circumstances beyond the control of the other, including without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or public enemy, the performance of such party shall be excused for so long as the circumstances shall prevent such performance.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as shown on the date(s) listed below.

CITY OF DEARBORN HEIGHTS ("OWNER")

Mo Baydoun
Its: Mayor

Dated: _____, 2026

Lynne M. Senia
Its: City Clerk

Dated: _____, 2026

[TO BE DETERMINED] ("CONTRACTOR")

By: _____
Its: _____

Dated: _____, 2026

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time (hereafter referred to as the "Regulations") which are incorporated herein by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Dearborn Heights to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City of Dearborn Heights shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Dearborn Heights may direct as a means of enforcing such provision including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Dearborn Heights to enter into such litigation to protect the interests of the City and, in addition, the contractor may request the State highway

department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interest of the United States. A request does not compel either entity to so enter any such litigation and such decision either way does not constitute a waiver of any governmental immunity defenses at time of litigation or subsequent.



GRASS / WEED CUTTING & DEBRIS REMOVAL PROPOSAL

Rock Empire LLC

Company Overview

Rock Empire LLC provides professional grass and weed cutting, lot clearing, junk and debris removal services for municipal, residential, and commercial properties. We specialize in high-volume city contract work with efficient turnaround and reliable service.

Scope of Work

- Grass & weed cutting (vacant & occupied properties)
- Overgrowth and 3+ ft vegetation removal
- Debris cleanup prior to mowing
- Full hauling and disposal of debris and clippings
- Code-compliant finishing (edging, trimming, cleanup)

Equipment & Capability

Commercial-grade mowers (36"+), brush cutters, string trimmers, and hauling trailers. Fully equipped to handle rough terrain, large lots, and high-volume municipal workload efficiently.

Official Bid Pricing Structure

Pricing Strategy: Competitive municipal pricing designed to deliver cost-effective service while maintaining high-quality performance and full compliance with city specifications.

Category	Pricing
Residential $\leq$ 5,000 sq ft	\$42 per cutting
Residential > 5,000 sq ft	\$0.85 per 100 sq ft per cutting
Commercial 0–200 sq ft	\$30 per cutting
Commercial > 200 sq ft	\$0.70 per 10 sq ft per cutting
Debris Removal	\$135 per cubic yard

Contact Information

Name: Daniel Lindsey

Phone: 3135757956

Email: dlindz5@gmail.com

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

The undersigned declares that he has carefully examined all the items of the Specifications and Instructions and that he fully understands the requirements of same.
All bids to include shipping charges F.O.B. City of Dearborn Heights, Michigan.

State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: _____
(Total Figure Written) (Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: The Grass Barber, LLC Date: 4-15-26
Address: 23077 Greenfield Rd. Suite 455, Southfield, MI 48075

Telephone: 313-732-7135 E-mail: thegrassbarber.mi@gmail.com

Signature: Andre Burnett Print Name: Andre Burnett
(Person executing bid & official capacity)

Andre Burnett - Owner

Names of Principal Officers and designate
indicate Official capacity

If partnership or assumed name,
name of owners

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
PLEASE SUBMIT IN TRIPLICATE**

- F. The undersigned declares that he/she carefully examined all the items of the specifications and instructions and he/she fully understands their requirements of same.
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- J. Commercial lawn area will be determined by the measurements taken by the City Inspector.

RESIDENTIAL

Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 175.00 per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 3.50 per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 100.00 per cutting.

Proposal #4: Lawn area size greater than 200 sq. ft., \$ 0.50 per 10 sq. ft. of lawn area per cutting.

RESIDENTIAL/COMMERCIAL

Proposal #5: Removal of debris/brush, \$ 95.00 per cubic yard.
(Minimum charge of one cubic yard) Note: Debris shall consist of anything that would prevent the effective mowing of the lawn. Debris may consist of but is not limited to the following: chunks of concrete, tree logs, plywood and/or any other cast off materials of any kind.

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State Terms: _____

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

TOTAL: _____
(Total Figure Written) (Total Figure)

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Proposal #1: Lot area size of 5,000 sq. ft. or less, \$ 85.⁰⁰ (Eighty Five Dollars) per cutting.

Proposal #2: Lot area size greater than 5,000 sq. ft. \$ 1.⁶⁰ (ONE DOLLAR SIXTY CENTS) per 100 sq. ft. of lot area per cutting.

COMMERCIAL

Proposal #3: Lawn area size of 0-200 sq. ft., \$ 95.⁰⁰ (NINETY FIVE DOLLARS) per cutting.

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2111 WALTER P REUTHER DR.
WARREN, MI 48091

248.721.0794

XPRTLAWNANDSNOW.COM
XPRTLANDSCAPING@HOTMAIL.COM

PROPOSAL FOR:

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

COMPTROLLER'S OFFICE

CITY OF DEARBORN HEIGHTS

6045 FENTON

DEARBORN HEIGHTS, MI 48127

WWW.XPERTLAWNANDSNOW.COM

**CITY OF DEARBORN HEIGHTS
FORM OF PROPOSAL
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State Terms: NET 30

Delivery: _____

State Warranty on Equipment: (where applicable) _____

Make and Model: (where applicable) _____

2026-2027 GRASS/WEED CUTTING AND DEBRIS REMOVAL

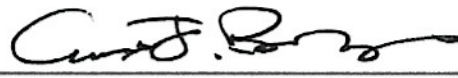
TOTAL: <u>ONE HUNDRED SEVENTY EIGHT AND 73/100</u>	<u>\$178.73</u>
(Total Figure Written)	(Total Figure)

ANY QUESTIONS, PLEASE CONTACT USEF NASRALLAH, DIRECTOR OF ORDINANCE AT 313-791-3478

Firm Name: XPERT LAWN AND SNOW, INC. Date: 4/8/2026

Address: 2111 WALTER P REUTHER DR. WARREN, MI 48091

Telephone: 248-721-0794 E-mail: XPERTLANDSCAPING@HOTMAIL.COM

Signature:  Print Name: COREY J. BAMBROUGH
(Person executing bid & official capacity)

COREY J. BAMBROUGH - PRESIDENT

Names of Principal Officers and designate
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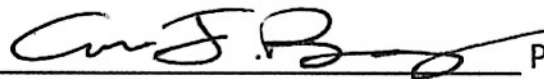
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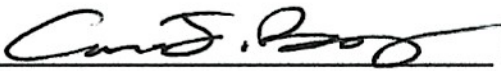
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COMMERCIAL

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REFERENCES

CITY OF STERLING HEIGHTS

40555 Utica Road
Sterling Heights, MI 48313
Dana Vietto — Code Enforcement Coordinator
586.446.2370

JMC MANAGEMENT

24500 Northwestern Hwy, Ste #100
Southfield, MI 48074
Christina Rice — Chief Operating Officer
586.427.9410

CITY OF OAK PARK

10600 Capital Avenue
Oak Park, MI
David Decoster — Director of Facilities
248.691.7465

PEPPER HILL APARTMENTS

6256 Pepper Hill St
West Bloomfield, MI 48322
Ricky Lee — Director of Facilities
248.224.0551

DETROIT PUBLIC LIBRARY

5201 Woodward Ave
Detroit, MI 48202
Cledos Powell — President
313.600.5550

BEZTAK PROPERTIES

31731 Northwestern Hwy, Ste #250W
Farmington Hills, MI 48334
Dawn Riecher — Senior Regional Manager
248.737.6138

WAYNE COUNTY

500 Griswold, Suite 3420
Detroit, MI 48226
Chantel Wilson — Department Supervisor
313.224.7062

CITY OF TROY

500 West Big Beaver Road
Troy, MI 48084
Paul Evans — Director
248.524.3359

CITY OF FERNDALE

300 E. 9 Mile Rd
Ferndale, MI 48220
Victor Smith — City Code
248.546.2525

CITY OF BERKLEY

2400 Robina Ave.
Berkley, MI 48072
Theresa K. McArleton — Director
248.658.3470



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Doeren Mayhew Insurance Group 3155 West Big Beaver Rd. Suite 250 Troy MI 48084		CONTACT NAME: Alicia Rodriguez PHONE (A/C, No. Ext): (248) 290-0650 FAX (A/C, No): (248) 290-0654 E-MAIL ADDRESS: certificates@doereninsurance.com	
INSURED Xpert Lawn And Snow Inc Xpert Landscaping 2111 Walter P Reuther Dr Warren MI 48091-6108		INSURER(S) AFFORDING COVERAGE INSURER A: Home-Owners Ins Company INSURER B: Auto-Owners INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 26638 18988	

COVERAGES**CERTIFICATE NUMBER:** CL2631715301**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			04194809	03/27/2026	03/27/2027	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			5511173600	03/27/2026	03/27/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						PIPWL \$ 7,201	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5511192200	03/27/2026	03/27/2027	EACH OCCURRENCE \$ 3,000,000
			AGGREGATE \$ 3,000,000				
			\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 E-MAIL ADDRESS: FAX (A/C, No):
INSURED XPert LAWN AND SNOW INC 2111 Walter P Reuther Dr Warren MI 48091		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Assurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25402

COVERAGES **CERTIFICATE NUMBER:** 4631698 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A N EIG618752300	10/28/2025	10/28/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

XPert LAWN AND SNOW INC 2111 Walter P Reuther Dr Warren MI 48091	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

XPERT LAWN AND SNOW, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2111 WALTER P REUTHER DR

Requester's name and address (optional)

6 City, state, and ZIP code

WARREN, MI 48091

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
- ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Corey J. Bambrough

Cat. No. 10231X

Date 01 / 01 / 2026

Form W-9 (Rev. 1-2026) Created 8/27/25

DRAFT - DO NOT FILE

DRAFT - DO NOT FILE

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-181

9.A.



Department of Public Works

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: John Danci, Director

DATE: April 21, 2026

RE: DPW Director Danci - Approve Wade Trim for construction engineering and inspection of Beech Daly pedestrian crossing.

Motion to approve the proposal between the City and Wade Trim Engineering for a total cost not to exceed \$42,900 for construction oversight and inspection of the Beech Daly pedestrian crossing. Furthermore, authorize the DPW Director to sign any invoices that pertain to the back-up document and the Comptroller to issue payment from GL# 101-440-981.014 with an available balance of \$137,240.00.

Attachments:

1. 20260420_Danci_Beech Daly Ped Xing Construction Proposal-Ltr



Wade Trim Associates, Inc.
25251 Northline Road • Taylor, MI 48180
734.947.9700 • www.wadetrim.com

April 20, 2026

City of Dearborn Heights
24600 Van Born Road
Dearborn Heights, MI 48125

Attention: John Danci
Director of Public Works

Re: Beech Daly Non-Motorized Crossing Construction Administration
Proposal for Professional Engineering Services

Dear John Danci:

Thank you for the opportunity for proposing on the construction engineering and inspection of the Beech Daly Non-Motorized Crossing to be located at the intersection Beech Daly Road and Lawrence Street, between Ford Road and Wilson Street, in the City of Dearborn Heights, in the vicinity of the Canfield Community Center and Crestwood High School.

On December 4, 2025, the City of Dearborn Heights and the Michigan Department of Transportation (MDOT) awarded the Beech Daly Pedestrian Crossing Project to Rauhorn Electric for a total project amount of \$165,912.82. The Contractor has provided a schedule for the project and due to the significant lead time of the mast arm production, this project is set to begin with field construction after school lets out in Mid-June. Detroit Edison has already completed the first phase of the electrical work which included relocating secondary power to allow for the mast arm along with setting a new pole with a transformer to provide power for the crossing devices.

Wade Trim has been guiding the construction process throughout the winter months in working with MDOT and reviewing shop drawings to keep the project moving. As this project is administered through MDOT, it is subject to their robust process throughout construction and during project close-out. We have to have an inspector on the job throughout the duration of the project, provide detailed testing on the anchor bolts for the mast arm ahead of the construction, actually inspect the mast arm at its production site (which is in Minnesota), provide sonar testing looking for cracks after the mast arm is erected, and provide concrete testing of all concrete placed.

In order to receive the grant that was awarded for this project, the City is required to follow Local Agency Project (LAP) guidelines set forth by MDOT. Wade Trim is very familiar with the process and has completed many design and construction projects through this program. We offer the following scope items to oversee the construction of the project:

- Provide on-site inspector (Assumes 20 inspector days)
- Provide field engineer to administer project
- Provide MDOT qualified office technician to support project administration
- Provide testing services for anchor bolts, on-site mast arm inspection (Minnesota), mast arm sonar, and concrete testing. These services to be provided by our subconsultants
- Project close-out following MDOT requirements

We propose to provide the above services for a Not-to-Exceed Fee of **\$42,900** (This includes a testing allowance of \$18,000 to cover the rigorous requirements for mast arms and concrete associated with this project). We are prepared to begin immediately upon authorization.

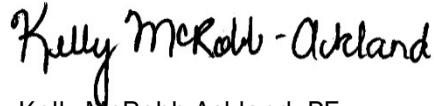
If you have any questions regarding the above or wish to make changes to the projected scope, please contact us at 734.947.9700.

Very truly yours,

Wade Trim Associates, Inc.

A handwritten signature in blue ink, appearing to read "Vaughn C. Martin", with a long horizontal flourish extending to the right.

Vaughn C. Martin, PE
Senior Project Manager

A handwritten signature in black ink, appearing to read "Kelly McRobb-Ackland", with a stylized, cursive script.

Kelly McRobb-Ackland, PE
Senior Project Manager

VCM:KMA:efa

AAA 8140-26

[20260420_DANCI_BEECH DALY PED XING CONSTRUCTION PROPOSAL-LTR.DOCX](#)

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-182

9.B.



Comptroller's Office

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Mahdi Baydoun, Comptroller

DATE: April 22, 2026

RE: DPW Director Danci - OSHA Fine Payment Approval

Motion to approve the payment of \$14,900 and \$5,000 to the State of Michigan for fines/penalties associated with citations. In addition, authorize the Mayor and Comptroller or Clerk to sign the necessary warrants, and the Treasurer to issue payment from Account 101-440-818.000, of which the current balance is \$15,942.08 and 101-226-818.000, of which the current balance is \$42,367.91.

Attachments:

1. MI OSHA Inspection letter



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
BARTON G. PICKELMAN, CIH
DIRECTOR

SUSAN CORBIN
DIRECTOR

April 13, 2026

Mr. John Danci
Director
Dearborn Heights Public Works
24600 Van Born Rd.
Dearborn Heights, MI 48125

Inspection #: 1801900

Dear Mr. Danci:

Dearborn Heights Public Works was issued a citation dated March 26, 2025. Our records indicate that the payment of penalties cited on the above listed citation(s) in the amount of **\$14,900.00** has not been received and is now past due. Trusting that this has been an oversight on your part, we will give you ten working days to make payment before submitting your file to the Michigan Department of Treasury for collection of the past due amount.

Payment may be submitted online via electronic check (e-check/ACH), debit card, or credit card at <https://www.thepayplace.com/mi/leo/mioshapenaltypmt>. Payment made with a debit or credit card may be subject to a convenience fee. Payment may also be submitted by mail. Payment by mail must be by check or money order, made payable to the "State of Michigan", and indicate the inspection number on your check or check stub. Mail the payment to the MIOSHA General Industry Safety and Health Division, 530 W. Allegan St., P.O. Box 30644, Lansing, MI 48909.

Thank you for your prompt attention of the matter. If you have any questions regarding this matter, please contact 517-284-7750.

Sincerely,

Mikjell Brown

Mikjell Brown
Senior Appeals/PRA Coordinator
General Industry Safety and Health Division



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
BARTON G. PICKELMAN, CIH
DIRECTOR

SUSAN CORBIN
DIRECTOR

April 13, 2026

Mr. John Danci
Director
Dearborn Heights Public Works
24600 Van Born Rd.
Dearborn Heights, MI 48125

Inspection #: 1843774

Dear Mr. Danci:

Dearborn Heights Public Works was issued a citation dated November 5, 2025. Our records indicate that the payment of penalties cited on the above listed citation(s) in the amount of **\$5,000.00** has not been received and is now past due. Trusting that this has been an oversight on your part, we will give you ten working days to make payment before submitting your file to the Michigan Department of Treasury for collection of the past due amount.

Payment may be submitted online via electronic check (e-check/ACH), debit card, or credit card at <https://www.thepayplace.com/mi/leo/mioshapenaltypmt>. Payment made with a debit or credit card may be subject to a convenience fee. Payment may also be submitted by mail. Payment by mail must be by check or money order, made payable to the **"State of Michigan"**, and indicate the inspection number on your check or check stub. Mail the payment to the MIOsha General Industry Safety and Health Division, 530 W. Allegan St., P.O. Box 30644, Lansing, MI 48909.

Thank you for your prompt attention of the matter. If you have any questions regarding this matter, please contact 517-284-7750.

Sincerely,

Mikjell Brown

Mikjell Brown
Senior Appeals/PRA Coordinator
General Industry Safety and Health Division

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-183

9.C.



Fire Department

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Deputy Fire Chief Philip Hall

DATE: April 16, 2026

RE: Deputy Fire Chief Philip Hall — Permission to approve proposed EMS rates

Honorable City Council,

Motion to request permission to increase the Dearborn Heights Fire Department EMS rates via the recommendation of EMS-MC and to reflect the rates of other communities in Western Wayne County.

The last time the EMS rates were increased was in 2017, which was based upon the recommendation of the EMS billing company at that time. The cost of EMS delivery continues to increase, especially in the following areas: fuel, personnel cost, vehicle maintenance, and EMS equipment. The current EMS rates simply do not cover these expenses. Mayor Baydoun, Comptroller Baydoun, and I collaborated on this item, and agreed that the requested changes should be brought forward to this honorable council.

If approved, please authorize me to sign the updated recommended rates to take immediate effect.

Attachments:

1. EMS-MC PROPOSED RATE CHANGES

Dearborn Heights Fire Department 2026 Medicare Rate Analysis and Recommendations

Level Of Service	2026 Medicare Allowable (Urban)	Current Charge	Recommended (300% MFS)	Recommended (350% MFS)	2026 Approved Charge
ALS NE A0426	\$339.77	\$595.00	\$1,019.31	\$1,189.20	
ALS E A0427	\$537.97	\$800.00	\$1,613.91	\$1,882.90	
BLS NE A0428	\$283.14	\$450.00	\$849.42	\$990.99	
BLS E A0429	\$453.02	\$650.00	\$1,359.06	\$1,585.57	
Oxygen A0422		\$45.00			
Extrication A0999		\$500.00			
DOA Transport A0429		\$650.00			
BLS TNT A0998		\$200.00			
ALS TNT A0998		\$400.00			
ALS 2 A0433	\$778.63	\$1,150.00	\$2,335.89	\$2,725.21	
Mileage A0425	\$9.33	\$16.50	\$27.99	\$32.66	

Prepared by: EMS|MC

Authorization of Recommended Rates/Date

Printed Name/Title



2540 Empire Drive, Suite 100
Winston-Salem, NC 27103



info@emsmc.com



emsmc.com

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-184

9.D.



Parks & Recreation

TO: Honorable Mayor Mo Baydoun
Honorable City Council Members

FROM: Theresa Mcarleton, Director of Parks & Recreation

DATE: April 16, 2026

RE: Parks & Recreation Director McArleton - 2026 Spirit Festival Expenses

Attachments:

1. Agenda Item for Spirit Fest Expenses



Parks and Recreation

Theresa McArleton
Director

Mo Baydoun
Mayor

TO: Honorable Mayor Mo Baydoun
Honorable City Council

FROM: Theresa K. McArleton
Director, Parks & Recreation

DATE: April 23, 2026

RE: City Council Approval for 2026 Spirit Festival Expenses

This is a formal request that the Honorable City Council approve the expense summary budget for the 2026 Spirit Festival in the amount of \$60,000. The Spirit Festival is funded from the 2025/26 Parks & Recreation Budget account #101-691-891-000. The city's annual Spirit Festival or Spirit Fest has historically brought in revenue of \$80,000 from sponsorship, vendor fees and the carnival company. After expenses, the revenue for Parks & Recreation is approximately \$20,000. However, this cost does not currently include the overtime needed from DPW and Police and Fire.

Attached for your information is a list of projected expenses for this year's Spirit Festival.

If you have any questions regarding this matter, please do not hesitate to contact me.

Respectfully,

Theresa McArleton
Director, Parks & Recreation

2026 Dearborn Heights Spirit Festival Projected Expenses 101-691-891-000	
Contract Services	
S & R Tent Rental-Tents/Tables/Chairs	6,023
Brendels/Rest Rooms	3,710
Brachers Electrical Services (Vendor/Tent/Rest Rooms)	5,400
Oakland County Stage Rental (Wayne County Stage Not Available)	4,050
Sound Services Nova Star Productions	3,000
Executive Protection Services (Over-night Security)	672
Dbn Heights Police Explorers (Donation-Support Parking)	500
Herc Generators (Stage Generator)	2,500
Dumpster Rental (Donation)	0
Shield Security Alcohol Security (36 Hrs. Service)	1,328
Entertainment Contract Services	
Wednesday- Senior Jubilee Entertainment-Elvis	1,000
Friday # 1 Atomic Radio	2,500
Friday #2 Phoenix Theory	3,000
Saturday #1 Fire Lake - Tribue to Bob Segar	1,500
Saturday #2 50 Amp Fuse	3,500
Sunday # 1 Est-2,000)	2,000
Sunday #2 (Est 3,500	3,500
Hospitality expense entertainment (water/snacks)	250
Insurance Coverage	
Commerical General Liability (est)	3,058
Liquor Liability	524
Terrorism General Liability	61
Terrorism Liquor Liability	1
Risk Management	637
Risk Management Fee	181
Marketing	
11- 4 x4 Roadway Signs and 6 Sponsor Signs	4,500
4 x 12 Spirit Festival Cards 1,000	172
Facebook Boosted Posts	100
Beverage Service	
Beer/Wine (Resale)	1,500
Liquor License	160
Senior Jubilee	
Senior Jubilee Lunch (150)	2,700
Senior Jubilee Bingo & Raffle Prizes	700
Contigency	1,273
Total	60,000

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-185

9.E.



Police Department

TO: Honorable Mayor Mo Baydoun
Honorable City Council Members

FROM: Michael Guzowski, Police Chief

DATE: April 6, 2026

RE: Police Chief Michael Guzowski - Firearms Sale

Honorable Mayor and Council Members;

I am requesting a motion to sell firearms that the Police Department no longer uses or have been forfeited to the department, to Cabella's.

Please authorize the Comptroller and Treasurer to deposit a check from Cabella's in the amount of \$14,975.00 into the federal forfeiture account #265-000-636.200 once the check is received from the Police department and processed.

Respectfully submitted:

Attachments:

1. Firearms - Cabellas



OFF-SITE FIREARMS BUY SHEET

# OF GUNS	MAKE	IMPORTER	MODEL	SERIAL#	TYPE	GACAL	COST	SELL
1	GLOCK		GEN 5	EMLK036	PISTOL	9MM	\$ 300.00	
2	SIG SAUER		P365	66B979611	PISTOL	9MM	\$ 140.00	
3	GLOCK		48	BM MY834	PISTOL	9MM	\$ 250.00	
4	SMITH & WESSON		SD9VE	FXM4979	PISTOL	9MM	\$ 140.00	
5	COBRA		CB380	CT039504	DERRINGER	.380	\$ 70.00	
6	TAURUS		JUDGE	EU467838	REVOLVER	.45/.410	\$ 350.00	
7	H. SCHMIDT		MODEL 21	482759	REVOLVER	.22LR	\$ 70.00	
8	FN		57	386395850	PISTOL	5.7X28	\$ 500.00	
9	RUGER		MK II	214-25331	PISTOL	.22LR	\$ 70.00	
10	TAURUS		G2C	ACE916116	PISTOL	9MM	\$ 110.00	
11	SMITH & WESSON		M&P9	NAY1588	PISTOL	9MM	\$ 250.00	
12	FN		P40	61CMT04184	PISTOL	.40	\$ 200.00	
13	CZ		75 TACTICAL SPORT	D215981	PISTOL	9MM	\$ 1,200.00	
14	SMITH & WESSON		M&P9 SHIELD (NO MAG)	LEC4489	PISTOL	9MM	\$ 110.00	
15	KIMBER		MICRO 9	PB0372552	PISTOL	9MM	\$ 350.00	
TOTAL							\$ 4,110.00	\$ 0.00

Acquire Date _____

STORE # _____

CHECK # _____

Sellers Name (First, M, Last) DEARBORN HEIGHTS POLICE DEPARTMENT

Phone: _____

Address: _____

City: _____

State: _____

Zip: _____

State/Govt. Photo ID #: _____

DOB: _____

FFL #: _____

ID or FFL Expiration Date: _____

By my signature below I hereby certify that all my personal information, provided by me, on this form is true and correct. I certify that all firearms contemplated herein are free from material defect(s), and have not been illegally modified. I certify that I have full legal right and authority to possess, sell, trade or convey the firearm(s) listed herein to Bass Pro Shops/Cabela's. Further, I expressly agree that if any firearm I sell to Bass Pro Shops/Cabela's pursuant to this agreement is seized by a government authority on the allegation it is evidence of a crime, or is subject to any other third party claim of superior title while in Bass Pro Shops/Cabela's possession resulting in Bass Pro Shops/Cabela's loss of ownership rights, that I shall reimburse Bass Pro Shops/Cabela's for its purchase price along with any and all fees and/or expenses related thereto, including reasonable legal fees, immediately upon Bass Pro Shops/Cabela's request.

Seller's Signature: _____

Date: _____

Print

Clear



OFF-SITE FIREARMS BUY SHEET

# OF GUNS	MAKE	IMPORTER	MODEL	SERIAL#	TYPE	GAUCAL	COST	SELL
1	GLOCK		45	BVXP393	PISTOL	9MM	\$ 300.00	
2	BRYCO		38-CA	1599278	PISTOL	.380	\$ 70.00	
3	SMITH & WESSON		SV40	PBV0102	PISTOL	.40	\$ 110.00	
4	TAURUS		G2C	AEB043142	PISTOL	9MM	\$ 140.00	
5	SMITH & WESSON		SW40E	PBE6903	PISTOL	.40	\$ 110.00	
6	GLOCK		21 GEN 4	WHM621	PISTOL	.45 ACP	\$ 280.00	
7	TAURUS		625	ADE317462	PISTOL	9MM	\$ 110.00	
8	SMITH & WESSON		SD9VE	FWW1770	PISTOL	9MM	\$ 140.00	
9	COBRA		CB9	CT210270	DERRINGER	9MM	\$ 70.00	
10	GLOCK		36	BGHU476	PISTOL	.45 AUTO	\$ 250.00	
11	HWM		NONE	1549360	REVOLVER	.38SPL	\$ 70.00	
12	FN		HIGH POWER	63742	PISTOL	9MM	\$ 350.00	
13	SIG SAUER		P226	47E008476	PISTOL	9MM	\$ 350.00	
14	GLOCK		19	BWRR708	PISTOL	9MM	\$ 250.00	
15	HI POINT		JHP	X7157518	PISTOL	.40	\$ 70.00	
Acquire Date _____ STORE # _____ CHECK # _____ TOTAL							\$ 2,670.00	\$ 0.00

Seller's Name (First, M, Last) DEARBORN HEIGHTS POLICE DEPARTMENT

Address: _____ City: _____ State: _____ Phone: _____

State/Govt. Photo ID #: _____ DOB: _____ Zip: _____

FFL #: _____ ID or FFL Expiration Date: _____

By my signature below I hereby certify that all my personal information, provided by me, on this form is true and correct. I certify that all firearms contemplated herein are free from material defect(s), and have not been illegally modified. I certify that I have full legal right and authority to possess, sell, trade or convey the firearm(s) listed herein to Bass Pro Shops/Cabela's. Further, I expressly agree that if any firearm I sell to Bass Pro Shops/Cabela's pursuant to this agreement is seized by a government authority on the allegation it is evidence of a crime, or is subject to any other third party claim of superior title while in Bass Pro Shops/Cabela's possession resulting in Bass Pro Shops/Cabela's loss of ownership rights, that I shall reimburse Bass Pro Shops/Cabela's for its purchase price along with any and all fees and/or expenses related thereto, including reasonable legal fees, immediately upon Bass Pro Shops/Cabela's request.

Seller's Signature: _____ Date: _____

Print **Clear**



OFF-SITE FIREARMS BUY SHEET

# OF GUNS	MAKE	IMPORTER	MODEL	SERIAL #	TYPE	GALCAL	COST	SELL
1	TAURUS		SPECTRUM	U025301	PISTOL	.380	\$ 70.00	
2	GLOCK		22	HHD336	PISTOL	.40	\$ 200.00	
3	RAVIN		MP-25	707057	PISTOL	.25 AUTO	\$ 50.00	
4	H&K		VP9	224-386009	PISTOL	9MM	\$ 280.00	
5	SPRINGFIELD		HELLCAT	BA671224	PISTOL	9MM	\$ 210.00	
6	BERETTA		PX4 STORM	PZ2727E	PISTOL	9MM	\$ 210.00	
7	SMITH & WESSON		SD9VE	FED0051	PISTOL	9MM	\$ 140.00	
8	SMITH & WESSON		642-2	DKT2007	REVOLVER	.38SPL	\$ 140.00	
9	GLOCK		19X	BXRP176	PISTOL	9MM	\$ 250.00	
10	TAURUS		G3	SDHS6676	PISTOL	9MM	\$ 140.00	
11	TAURUS		G3C	ACK455633	PISTOL	9MM	\$ 140.00	
12	SPRINGFIELD		XDM	M6266082	PISTOL	.40	\$ 140.00	
13	SMITH & WESSON		SD40VE	FCN0465	PISTOL	.40	\$ 140.00	
14	TAURUS		G2C	AEC211605	PISTOL	9MM	\$ 140.00	
15	SPRINGFIELD		XD45	U5615411	PISTOL	.45ACP	\$ 140.00	
Acquire Date _____ STORE # _____ CHECK # _____ TOTAL							\$ 2,390.00	\$ 0.00

Sellers Name (First, M, Last) _____

Address: _____

City: _____

State: _____

Phone: _____

Zip: _____

State/Govt. Photo ID #: _____

DOB: _____

FFL #: _____

ID or FFL Expiration Date: _____

By my signature below I hereby certify that all my personal information, provided by me, on this form is true and correct. I certify that all firearms contemplated herein are free from material defect(s), and have not been illegally modified. I certify that I have full legal right and authority to possess, sell, trade or convey the firearm(s) listed herein to Bass Pro Shops/Cabela's. Further, I expressly agree that if any firearm I sell to Bass Pro Shops/Cabela's pursuant to this agreement is seized by a government authority on the allegation it is evidence of a crime, or is subject to any other third party claim of superior title while in Bass Pro Shops/Cabela's possession resulting in Bass Pro Shops/Cabela's loss of ownership rights, that I shall reimburse Bass Pro Shops/Cabela's for its purchase price along with any and all fees and/or expenses related thereto, including reasonable legal fees, immediately upon Bass Pro Shops/Cabela's request.

Seller's Signature: _____

Date: _____

Print

Clear



OFF-SITE FIREARMS BUY SHEET

# OF GUNS	MAKE	IMPORTER	MODEL	SERIAL #	TYPE	GALCAL	COST	SELL
1	GLOCK		27	AHAP299	PISTOL	.40	\$ 250.00	
2	GLOCK		17	BXE2942	PISTOL	9MM	\$ 250.00	
3	KAHR ARMS		CW45	SG9104	PISTOL	.45	\$ 140.00	
4	SMITH & WESSON		SHIELD PLUS	JKZ6760	PISTOL	9MM	\$ 175.00	
5	PHOENIX ARMS		HP22X	4370707	PISTOL	.22LR	\$ 50.00	
6	SPRINGFIELD		XD9	XD17344	PISTOL	9MM	\$ 175.00	
7	TAURUS		G2C	1C11274	PISTOL	9MM	\$ 140.00	
8	SPRINGFIELD		XD	GM827879	PISTOL	9MM	\$ 140.00	
9	RUGER		LC9S	451-11105	PISTOL	9MM	\$ 110.00	
10	TAURUS		G3C	ACM613656	PISTOL	9MM	\$ 140.00	
11	SMITH & WESSON		442-1	DKJ0932	REVOLVER	.38SPL	\$ 250.00	
12	ATI		BELLSPORT	MSA148914	PISTOL	5.56	\$ 280.00	
13	PANZER ARMS		BP-12	BP-20-01388	SHOTGUN	12G	\$ 140.00	
14	AMERICAN IND.		CALICO M100	010459	RIFLE	.22LR	\$ 250.00	
15	PIONEER ARMS		HELLPUP	PAC1174670	PISTOL	5.56	\$ 350.00	
TOTAL							\$ 2,840.00	\$ 0.00

Acquire Date

STORE #

CHECK #

TOTAL

Sellers Name (First, M, Last)

Address:

City:

State:

Phone:

Zip:

State/Govt. Photo ID #:

DOB:

FFL #:

ID or FFL Expiration Date:

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Seller's Signature:

Date:

Print

Clear



OFF-SITE FIREARMS BUY SHEET

# OF GUNS	MAKE	IMPORTER	MODEL	SERIAL#	TYPE	GACAL	COST	SELL
1	MOSSBERG		500A	T481702	SHOTGUN	12G	\$ 175.00	
2	RADICAL FIREARMS		RF-15	20-003828	RIFLE	5.56	\$ 250.00	
3	RUGER		M77 MK II	790-80664	RIFLE	.243	\$ 500.00	
4	K-MART		OC 12	A21544	SHOTGUN	12G	\$ 175.00	
5	KEL-TEC		SUB 2000	F65816	RIFLE	9MM	\$ 140.00	
6	ROBINSON ARMS		XCR-M	XM05729	RIFLE	7.62	\$ 1,200.00	
7	GSG		GSG 16	A874822	RIFLE	.22LR	\$ 175.00	
8	SMITH & WESSON		M&P 15	TN60641	RIFLE	5.56	\$ 350.00	
9								
10								
11								
12								
13								
14			MUZZLELOADER	NO BUY				
15			MOSSBERG SHOCKWAVE	NO BUY				
Acquire Date		STORE #	CHECK #	TOTAL	\$ 2,965.00	\$ 0.00		

Sellers Name (First, M, Last)

Address:

State/Govt. Photo ID #:

FFL #:

City:

DOB:

ID or FFL Expiration Date:

State:

Phone:

Zip:

By my signature below I hereby certify that all my personal information, provided by me, on this form is true and correct. I certify that all firearms contemplated herein are free from material defects, and have not been illegally modified. I certify that I have full legal right and authority to possess, sell, trade or convey the firearm(s) listed herein to Bass Pro Shops/Cabela's. Further, I expressly agree that if any firearm I sell to Bass Pro Shops/Cabela's pursuant to this agreement is seized by a government authority on the allegation it is evidence of a crime, or is subject to any other third party claim of superior title while in Bass Pro Shops/Cabela's possession resulting in Bass Pro Shops/Cabela's loss of ownership rights, that I shall reimburse Bass Pro Shops/Cabela's for its purchase price along with any and all fees and/or expenses related thereto, including reasonable legal fees, immediately upon Bass Pro Shops/Cabela's request.

Seller's Signature:

Date:

Print

Clear

814,975.00

TOTAL: 68 FIREARMS

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-186

9.F.



Police Department

TO: Honorable Mayor Mo Baydoun
Honorable City Council Members

FROM: Michael Guzowski, Police Chief

DATE: April 6, 2026

RE: Police Chief Michael Guzowski - Sale of Taser 7's

Honorable Mayor Baydoun
Honorable Council Members

I am requesting authorization from this body for the sale of our Taser 7's. The total amount of Taser's we wish to sell is 72.

We have now upgraded our AXON package, and we will no longer use the old tasers. Sgt. Campbell has listed the items for sale on the MACP (Michigan Association of Police Chiefs') website to offer other departments.

I am requesting permission to sell the Taser 7's to various departments for \$500.00 each. The Taser 7 has been replaced by the new Taser 10. Upon approval, the tasers will be sold, and the proceeds returned to the forfeiture account; 265-000-636.200.

Respectfully,

Attachments:

None

Approved for the Agenda of:	APPROVED with Amendment
4/28/2026	Motion No. 26-187

11.A.



City Council

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Hassan Ahmad, Council Chairman

DATE: April 23, 2026

RE: Council Chairman Ahmad - Resolution Generally Prohibiting City Motor Vehicles from Being Taken Outside of or Operated Outside of the State of Michigan

RESOLUTION GENERALLY PROHIBITING CITY MOTOR VEIDCLES FROM BEING TAKEN OUTSIDE THE STATE OF MICHIGAN OR OPERATED OUTSIDE THE STATE OF MICIDGAN

WHEREAS, the City Council is empowered under City Charter Section 2.2(c) "To make and enforce ordinances and resolutions for the protection and control of property belonging to the City located within its corporate limits, and to make and enforce such ordinances and resolutions as to such property located without its corporate limits as is permissible under the laws of the State."

WHEREAS, taking or operating City motor vehicles outside of the State of Michigan exposes the City to possible civil liability if any such vehicle is involved in an accident and presents unique challenges to defending against such possible civil liability if a claim is made against the City by way of a lawsuit or otherwise.

WHEREAS, taking City motor vehicles outside the State of Michigan is generally unnecessary for City operations.

WHEREAS, the operation of City motor vehicles outside the State of Michigan is also generally unnecessary for City operations.

WHEREAS, the City Council wants to address these issues by generally prohibiting City motor vehicles from being taken or operated outside of the State of Michigan without City Council approval except in the case of emergencies.

NOW, THEREFORE BE IT RESOLVED that:

1. City motor vehicles shall not be taken outside of the State of Michigan or operated outside of the State of Michigan unless permitted by paragraph (2) and/or paragraph (3) below.
2. City motor vehicles may be taken outside of the State of Michigan or operated outside of the State of Michigan if the City Council approves a motor vehicle or motor vehicles being taken outside of the State

of Michigan or operated outside of the State of Michigan. Such approval shall only be effective if the City Council as a body by ordinance, resolution, or motion approves the motor vehicle or motor vehicles being taken outside of the State of Michigan or operated outside of the State of Michigan.

3. City motor vehicles may be taken outside of the State of Michigan or operated outside of the State of Michigan in the case of an emergency (A) that presents an imminent risk of danger, death, injury, or damage to property and/or one or more persons and (B) that the City has a legal obligation to address based on federal law, Michigan law, the City Charter, the City Code, a mutual aid agreement, a contract, or any other City legal obligation.

Attachments:

1. April 23 2026 Letter and Resolution Prohibiting Vehicles from Leaving State

GARY T. MIOTKE

Attorney At Law

6828 Park Avenue

Allen Park, MI 48101

Phone: (313) 388-4809

FAX: (313) 388-8428

Email: gmiotke@miotkelawoffre.com

April 23, 2026

VIA EMAIL ONLY

Honorable City Council
City of Dearborn Heights
6045 Fenton
Dearborn Heights, Michigan 48127

Re: Resolution Generally Prohibiting City Vehicles from Being Taken Outside of or Operated Outside of the State of Michigan

Dear City Council Members:

Pursuant to Council Chair Ahmad's direction, please find attached a proposed **RESOLUTION GENERALLY PROHIBITING CITY MOTOR VEHICLES FROM BEING TAKEN OUTSIDE THE STATE OF MICHIGAN OR OPERATED OUTSIDE THE STATE OF MICHIGAN**. The proposed Resolution is intended to reduce the City's exposure to possible civil liability arising from City motor vehicles being taken or operated outside of the State of Michigan where this is generally unnecessary for City operations.

If the proposed Resolution is adopted, it would generally prohibit City motor vehicles from being taken or operated outside of the State of Michigan without City Council approval except in the case of emergencies. To be effective, such City Council approval must be done by the City Council as a body by ordinance, resolution, or motion. Further, to be an emergency for purposes of the Resolution, the purported emergency situation (A) must present an imminent risk of danger, death, injury, or damage to property and/or one or more persons and (B) must be one that the City has a legal obligation to address based on federal law, Michigan law, the City Charter, the City Code, a mutual aid agreement, a contract, or any other City legal obligation.

If I may be of further assistance regarding this or any other matter, please feel free to contact me at your convenience.

Very truly yours,



GARY T. MIOTKE

GTM/ns
attachment

**RESOLUTION GENERALLY PROHIBITING CITY MOTOR VEHICLES FROM
BEING TAKEN OUTSIDE THE STATE OF MICHIGAN OR OPERATED OUTSIDE
THE STATE OF MICHIGAN**

WHEREAS, the City Council is empowered under City Charter Section 2.2(c) “To make and enforce ordinances and resolutions for the protection and control of property belonging to the City located within its corporate limits, and to make and enforce such ordinances and resolutions as to such property located without its corporate limits as is permissible under the laws of the State.”

WHEREAS, taking or operating City motor vehicles outside of the State of Michigan exposes the City to possible civil liability if any such vehicle is involved in an accident and presents unique challenges to defending against such possible civil liability if a claim is made against the City by way of a lawsuit or otherwise.

WHEREAS, taking City motor vehicles outside the State of Michigan is generally unnecessary for City operations.

WHEREAS, the operation of City motor vehicles outside the State of Michigan is also generally unnecessary for City operations.

WHEREAS, the City Council wants to address these issues by generally prohibiting City motor vehicles from being taken or operated outside of the State of Michigan without City Council approval except in the case of emergencies.

NOW, THEREFORE BE IT RESOLVED that:

- (1) City motor vehicles shall not be taken outside of the State of Michigan or operated outside of the State of Michigan unless permitted by paragraph (2) and/or paragraph (3) below.
- (2) City motor vehicles may be taken outside of the State of Michigan or operated outside of the State of Michigan if the City Council approves a motor vehicle or motor vehicles being taken outside of the State of Michigan or operated outside of the State of Michigan. Such approval shall only be effective if the City Council as a body by ordinance, resolution, or motion approves the motor vehicle or motor vehicles being taken outside of the State of Michigan or operated outside of the State of Michigan.
- (3) City motor vehicles may be taken outside of the State of Michigan or operated outside of the State of Michigan in the case of an emergency (A) that presents an imminent risk of danger, death, injury, or damage to property and/or one or more persons and (B) that the City has a legal obligation to address based on federal law, Michigan law, the City Charter, the City Code, a mutual aid agreement, a contract, or any other City legal obligation.

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this resolution accepted and approved by the Council for the City of Dearborn Heights at a regular meeting of the

Council held on the 28th day of April, 2026.

Date: _____, 2026.

Lynne M. Senia, City Clerk

Approved for the Agenda of:	REFERRED BACK TO ADMINISTRATION
4/28/2026	Motion No. 26-188

11.B.



Mayor's Office

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Mohamad Baydoun, Mayor

DATE: April 21, 2026

RE: Mayor Baydoun - First and Second Reading of Proposed Ordinance H-26-02 - "E-Bikes"

Honorable Council:

Attached for your review and first and second reading is a proposed Ordinance pertaining to "e-bikes".

Respectfully,
Mayor Mo Baydoun

Attachments:

1. April 26 2026 Documents to City Council re Electric Bikes Ordinance.doc (1)

GARY T. MIOTKE

Attorney At Law

6828 Park Avenue

Allen Park, MI 48101

Phone: (313) 388-4809

FAX: (313) 388-8428

Email: gmiotke@miotkelawoffre.com

April 26, 2026

VIA EMAIL ONLY

Honorable City Council
City of Dearborn Heights
6045 Fenton
Dearborn Heights, Michigan 48127

Re: Proposed Ordinance Allowing the City to Address Problems Caused by Electric Bicycles

Dear City Council Members:

Pursuant to directions from Mayor Baydoun and Council Chair Ahmad, please find attached a proposed Ordinance that will allow the City to more effectively address problems caused by electric bicycles. Two, almost identical versions of the same proposed Ordinance are attached, namely (A) a review version *with* page numbers to permit it to be reviewed more easily and (B) an adoption and publication version *without* page numbers.

Given recent accidents with electric bicycles, there is a desire to address problems caused by them as soon as possible. Thus, per Mayor Baydoun's direction, this proposed Ordinance provides at page 12, SECTION VII that it is to be adopted on an emergency basis at the same meeting as the meeting at which it was introduced, with it being considered to be read both a first time and a second time at the same meeting.

Still, I must note that there may be reasons to delay the immediate adoption or at least enforcement of this proposed Ordinance because it imposes some new registration requirements that the City and particularly the Police Department may not be immediately able to administer or enforce. However, these are practical issues that I cannot speak to for the Police Department.

In very broad terms, the proposed Ordinance would do two things if adopted.

First, the proposed Ordinance would update most of the City's existing City Code provisions in any way related to electric bicycles to ensure that they are consistent with State law. It does so by amending and revising City Code Chapter 32, Article II, Division 6, pertaining to the Operation of Bicycles, Motorcycles, Mopeds and Toy Vehicles. Specifically, it does so by amending Sections 32-441 through 32-455 and repealing Sections 32-456 through 32-470,

This is important for four (4) reasons: (1) The Michigan Vehicle Code is likely to be considered to preempt any efforts by the City to regulate or prohibit the *operation* of electric

bicycles. (2) Except for a fairly recent statutory provision, the same laws that regulate the operation of bicycles also regulate the operation of electric bicycles. (3) The existing City Code provisions are out-of-date. Those regulating bicycles need significant revisions; and the City never adopted a City Code provision comparable to the fairly recent State statutory provision regulating electric bicycles. (4) Thus, to the extent the City wants to take action against the improper operation of electric bicycles, the City needs to adopt the proposed Ordinance to ensure that it has the most up-to-date City Code provisions to do so.

Second, the proposed Ordinance would further amend City Code Chapter 32 by adding a new Article VIII, Sections 32-901 through 32-907 pertaining to registration of electric bicycles. While the Michigan Vehicle Code is likely to be considered to preempt any efforts by the City to regulate or prohibit the *operation* of electric bicycles, this new article does *not* do so. To the extent that it could be argued that it does or might, it is likely that it will *not* be considered to do so in a way that is preempted by the Michigan Vehicle Code.

Specifically, if the proposed Ordinance is adopted, the new article would require a registration certificate and a license tag to be obtained for an electric bicycle from the City's Police Department before a person operates the electric bicycle in the City. This is likely to be extremely helpful in addressing possible issues with ownership and theft. Further, with some vision and creativity, this could also enhance law enforcement efforts to address misuse of electric bicycles.¹ Moreover, these requirements would help the Police Department to identify the owner of the electric bicycle if the electric bicycle is involved in an accident, traffic offense, or a crime.

If I may be of further assistance regarding this or any other matter, please feel free to contact me at your convenience.

Very truly yours,



GARY T. MIOTKE

GTM/ns
attachments

¹ For example, the use of color-coded license tags to show what the "classification number" is for an electric bicycle could be very helpful in determining whether it is being operated lawfully.

**CITY OF DEARBORN HEIGHTS
ORDINANCE NO. H-26-**

AN ORDINANCE OF THE CITY OF DEARBORN HEIGHTS, PROVIDING THAT CHAPTER 32 OF THE CODE OF ORDINANCES, CITY OF DEARBORN HEIGHTS, BE AMENDED AND REVISED BY AMENDING AND REVISING CHAPTER 32, ARTICLE II, DIVISION 6 PERTAINING TO THE OPERATION OF BICYCLES, MOTORCYCLES, MOPEDS AND TOY VEHICLES BY AMENDING SECTIONS 32-441 THROUGH 32-455 AND REPEALING SECTIONS 32-456 THROUGH 32-470, AND FURTHER BY AMENDING CHAPTER 32 BY ADDING A NEW ARTICLE VIII., SECTIONS 32-901 THROUGH 32-907 PERTAINING TO REGISTRATION OF ELECTRIC BICYCLES.

THE CITY OF DEARBORN HEIGHTS ORDAINS THAT THE CODE OF ORDINANCES OF THE CITY OF DEARBORN HEIGHTS, MICHIGAN, IS HEREBY (A) AMENDED BY AMENDING SECTIONS 32-441, 32-442, 32-443, 32-444, 32-445, 32-446, 32-447, 32-448, 32-449, 32-450, 32-451, 32-452, 32-453, 32-454, AND 32-455 TO READ AS FOLLOWS AS STATED IN SECTION I:
(B) REVISED BY REPEALING SECTIONS 32-456, 32-457, 32-458, 32-459, 32-460, 32-461, 32-462, 32-463, 32-464, 32-465, 32-466, 32-467, 32-468, 32-469, AND 32-470 AS STATED IN SECTION II; AND
(C) AMENDED BY ADDING A NEW ARTICLE VIII UNDER CHAPTER 32 AND NEW SECTIONS, TO BE NUMBERED 32-901, 32-902, 32-903, 32-904, 32-905, 32-906, AND 32-907, WHICH SHALL READ AS FOLLOWS AS STATED IN SECTION III:

SECTION I.

DIVISION 6. - OPERATION OF BICYCLES, MOTORCYCLES, MOPEDS AND TOY VEHICLES

Sec. 32-441. - Violations of Sections 32-441 to 32-453 as civil infractions; duty of parent or guardian; regulations applicable to bicycles and motorcycles.

(1) A person who violates any of sections 32-441 to 32-453 is responsible for a civil infraction.

(2) The parent of a child or the guardian of a ward shall not authorize or knowingly permit the child or ward to violate this Division 6 of Chapter 32 of the City Code.

(3) The regulations applicable to bicycles under sections 32-441 to 32-454 shall apply when a bicycle is operated upon a highway or upon a path set aside for the exclusive use of bicycles, subject to those exceptions stated in sections 656 to 32-454.

(4) The regulations applicable to motorcycles in sections 32-441 to 32-454 shall be considered supplementary to other provisions of this Chapter 32 of the City Code and the Michigan Vehicle Code governing the operation of motorcycles.

Sec. 32-442. - Rights and duties of persons riding bicycle, electric bicycle, electric skateboard, electric personal assistive mobility device, moped, low-speed vehicle, or commercial quadricycle.

Each person riding a bicycle, electric bicycle, electric personal assistive mobility device, electric skateboard, or moped or operating a low-speed vehicle or commercial quadricycle upon a roadway has all of the rights and is subject to all of the duties applicable to the driver of a vehicle under the Michigan Vehicle Code, except for special regulations in this Division 6 of Chapter 32 of the City Code and except for the provisions of the Michigan Vehicle Code that by their nature do not apply.

Sec. 32-443. - Riding on seat of bicycle, motorcycle, moped, electric skateboard, or electric personal assistive mobility device; number of persons; wearing of crash helmet; conditions; rules; requirements for autocycle.

(1) A person propelling a bicycle or operating a motorcycle or moped shall not ride other than upon and astride a permanent and regular seat attached to that vehicle.

(2) A bicycle or motorcycle shall not be used to carry more persons at 1 time than the number for which it is designed and equipped.

(3) An electric personal assistive mobility device or an electric skateboard shall not be used to carry more than 1 person at a time.

(4) A person less than 19 years of age operating a moped on a public thoroughfare shall wear a crash helmet on his or her head. A person less than 19 years of age operating an electric skateboard shall wear a crash helmet on his or her head. Except as provided in subsection (5), a person operating or riding on a motorcycle shall wear a crash helmet on his or her head.

(5) The following conditions apply to a person 21 years of age or older operating or riding on a motorcycle, as applicable:

(a) A person who is operating a motorcycle is not required to wear a crash helmet on his or her head if he or she has had a motorcycle endorsement on his or her operator's or chauffeur's license for not less than 2 years or the person passes a motorcycle safety course conducted under Section 811a or 811b of the Michigan Vehicle Code and satisfies the requirements of subdivision (c).

(b) A person who is riding on a motorcycle is not required to wear a crash helmet on his or her head if the person or the operator of the motorcycle satisfies the requirements of subdivision (c).

(c) A person who is operating a motorcycle and a person who is riding on a motorcycle are not required to wear crash helmets on their heads if the operator of the motorcycle or the rider has in effect security for the first-party medical benefits payable in the event that he or she is involved in a motorcycle accident, as provided in section 3103 of the insurance code of 1956, 1956 PA 218, MCL 500.3103, in 1 of the following amounts, as applicable:

(i) A motorcycle operator without a rider, not less than \$20,000.00.

(ii) A motorcycle operator with a rider, not less than \$20,000.00 per person per occurrence. However, if the rider has security in an amount not less than \$20,000.00, then the operator is only required to have security in the amount of not less than \$20,000.00.

(6) Crash helmets shall be approved by the department of state police. The department of state police has promulgated rules for the implementation of section 658 of the Michigan Vehicle Code under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. Rules in effect on June 1, 1970, apply to helmets required by the Michigan Vehicle Code and this Chapter 32 of the City Code.

(7) The crash helmet requirements under this section do not apply to a person operating or riding in an autocycle if the vehicle is equipped with a roof that meets or exceeds standards for a crash helmet.

(8) A person operating or riding in an autocycle shall wear seat belts when on a public highway in this state and this city.

(9) A person under the age of 12 shall not operate an electric skateboard on a public highway or street.

Sec. 32-444. - Seats and foot rests; requirements; exception; violation as civil infraction.

(1) In addition to the requirements of section 32-443, a motorcycle shall be equipped with adequate seats and foot rests or pegs for each designated seating position. Foot rests or pegs must be securely attached. A passenger shall not ride on a motorcycle unless his or her feet can rest on the assigned foot rests or pegs except that this requirement does not apply to a person who is unable to reach the foot rests or pegs due to a permanent physical disability.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 32-445. - Crash helmet required; exception.

(1) Except as provided in subsection (2), a person operating or riding in a low-speed vehicle shall wear a crash helmet on his or her head. The crash helmet shall meet the requirements of the rules promulgated by the department of state police under section 658 of the Michigan Vehicle Code.

(2) Subsection (1) does not apply to a person operating or riding in a low-speed vehicle equipped with a roof that meets or exceeds the standards for roof-crush resistance, provided under 49 C.F.R. 571.500.

Sec. 32-446. - Riding while attached to streetcar or vehicle.

A person riding upon a bicycle, moped or motorcycle, coaster, roller skates, sled, or toy vehicle shall not attach the same or himself to a streetcar or vehicle upon a roadway.

Sec. 32-447. - Electric personal assistive mobility device, low-speed vehicle, commercial quadricycle; electric skateboard, or moped; operation; limitations; applicability to police officer; regulation by local government; prohibitions; regulation by department of natural resources.

(1) A person operating an electric personal assistive mobility device, low-speed vehicle, electric skateboard, or moped upon a roadway shall ride as near to the right side of the roadway as practicable, shall exercise due care when passing a standing vehicle or a vehicle proceeding in the same direction, and shall not block, delay, or otherwise interfere with the movement of a streetcar on a streetcar track.

(2) A motorcycle is entitled to full use of a lane, and a motor vehicle must not be driven in such a manner as to deprive a motorcycle of the full use of a lane. This subsection does not apply to motorcycles operated 2 abreast in a single lane or to the operation of a motorcycle in a manner that blocks, delays, or otherwise interferes with the movement of a streetcar on a streetcar track.

(3) A person riding an electric personal assistive mobility device, motorcycle, electric skateboard, or moped upon a roadway shall not ride more than 2 abreast except on a path or part of a roadway set aside for the exclusive use of those vehicles.

(4) Where a usable and designated path for bicycles is provided adjacent to a highway or street, a person operating an electric personal assistive mobility device or electric skateboard may, by local ordinance, be required to use that path, including an ordinance of the City.

(5) A person operating a motorcycle, moped, low-speed vehicle, electric personal assistive mobility device, or electric skateboard shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a 2-way street or on the left or right of traffic in the case of a 1-way street, in an unoccupied lane.

(6) A person operating an electric personal assistive mobility device or electric skateboard on a sidewalk constructed for the use of pedestrians shall yield the right-of-way to a pedestrian and shall give an audible signal before overtaking and passing the pedestrian.

(7) A moped, low-speed vehicle, or commercial quadricycle must not be operated on a sidewalk constructed for the use of pedestrians.

(8) A low-speed vehicle or commercial quadricycle must not be operated at a speed of more than 25 miles per hour. A low-speed vehicle must not be operated on a highway or street with a speed limit of more than 35 miles per hour except for the purpose of crossing that highway or street. A commercial quadricycle must not be operated on a highway or street with a speed limit of more than 45 miles per hour except for the purpose of crossing that highway or street. An individual shall not operate a commercial quadricycle that is equipped with a motor unless he or she has a valid operator's license issued under this act. As authorized by the Michigan Vehicle Code, the state transportation department may prohibit the operation of a low-speed vehicle or commercial quadricycle on any highway or street under its jurisdiction if it determines that the prohibition is necessary in the interest of public safety.

(9) This section does not apply to a police officer in the performance of his or her official duties.

(10) An electric personal assistive mobility device must not be operated at a speed of more than 15 miles per hour and must not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street.

(11) An electric skateboard must not be operated at a speed of more than 25 miles per hour. An electric skateboard that does not have handlebars must not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street, and an electric skateboard equipped with handlebars must not be operated on a highway or street with a speed limit of more than 45 miles per hour except to cross that highway or street.

(12) As authorized by the Michigan Vehicle Code, the governing body of a county, a city (including the City), a village, an entity created under the urban cooperation act of

1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or a township may, by ordinance based on the health, safety, and welfare of the citizens, regulate the operation of electric personal assistive mobility devices, electric skateboards, or commercial quadricycles on sidewalks, highways or streets, or crosswalks. Except as otherwise provided in this subsection, and as authorized by the Michigan Vehicle Code, a governing body of a county, city (including the City), village, entity created under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or township may prohibit the operation of electric personal assistive mobility devices, electric skateboards or commercial quadricycles in an area open to pedestrian traffic adjacent to a waterfront or on a trail under its jurisdiction, in a downtown or central business district, or on a street that includes streetcar tracks. Signs indicating the regulation must be conspicuously posted in the area where the use of an electric personal assistive mobility device, electric skateboard, or commercial quadricycle is regulated.

(13) As stated in the Michigan Vehicle Code, operation of an electric personal assistive mobility device or electric skateboard is prohibited in a special charter city and a state park under the jurisdiction of the Mackinac Island State Park commission.

(14) As authorized by the Michigan Vehicle Code, operation of an electric personal assistive mobility device or electric skateboard may be prohibited in a historic district, including by the City.

(15) As authorized by the Michigan Vehicle Code, the department of natural resources may by order regulate the use of electric personal assistive mobility devices or electric skateboards on all lands under its control.

Sec. 32-448. - Operation of bicycle upon highway or street; riding close to right-hand curb or edge of roadway; exceptions.

A person operating a bicycle upon a highway or street at less than the existing speed of traffic shall ride as close as practicable to the right-hand curb or edge of the roadway except as follows:

(a) When overtaking and passing another bicycle or any other vehicle proceeding in the same direction.

(b) When preparing to turn left.

(c) When conditions make the right-hand edge of the roadway unsafe or reasonably unusable by bicycles, including, but not limited to, surface hazards, an uneven roadway surface, drain openings, debris, parked or moving vehicles or bicycles, pedestrians, animals, or other obstacles, or if the lane is too narrow to permit a vehicle to safely overtake and pass a bicycle.

(d) When operating a bicycle in a lane in which the traffic is turning right but the individual intends to go straight through the intersection.

(e) When operating a bicycle upon a 1-way highway or street that has 2 or more marked traffic lanes, in which case the individual may ride as near the left-hand curb or edge of that roadway as practicable.

(f) When riding as close as practicable to the right-hand curb or edge of the roadway would block, delay, or otherwise interfere with the movement of a streetcar on a streetcar track.

Sec. 32-449. - Operation of bicycle upon highway or street; riding more than 2 abreast.

Two or more individuals operating bicycles upon a highway or street shall not ride more than 2 abreast except upon a path or portion of the highway or street set aside for the use of bicycles.

Sec. 32-450. - Operation of bicycle upon sidewalk or pedestrian crosswalk.

(1) An individual operating a bicycle upon a sidewalk or a pedestrian crosswalk shall yield the right-of-way to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.

(2) An individual shall not operate a bicycle upon a sidewalk or a pedestrian crosswalk if that operation is prohibited by an official traffic control device.

(3) An individual lawfully operating a bicycle upon a sidewalk or a pedestrian crosswalk has all of the rights and responsibilities applicable to a pedestrian using that sidewalk or crosswalk.

Sec. 32-451. - Parking bicycle or electric skateboard on sidewalk, highway, or street.

(1) An individual may park a bicycle or an electric skateboard equipped with handlebars on a sidewalk except as prohibited by an official traffic control device.

(2) An individual shall not park a bicycle or an electric skateboard equipped with handlebars on a sidewalk in such a manner that the bicycle or electric skateboard equipped with handlebars impedes the lawful movement of pedestrians or other traffic.

(3) An individual may park a bicycle or an electric skateboard equipped with handlebars on a highway or street at any location where parking is allowed for motor vehicles, may park at any angle to the curb or the edge of the highway, and may park abreast of another bicycle or electric skateboard equipped with handlebars.

(4) An individual shall not park a bicycle or an electric skateboard equipped with handlebars on a highway or street in such a manner as to obstruct the movement of a legally parked motor vehicle or as to block, delay, or otherwise interfere with the movement of a streetcar on a streetcar track.

(5) Except as otherwise provided in this section, an individual parking a bicycle or an electric skateboard equipped with handlebars on a highway or street shall do so in compliance with the Michigan Vehicle Code, any local ordinance, and the City Code.

Sec. 32-452. - Carrying package, bundle, or article on bicycle, electric personal assistive mobility device, moped, or motorcycle.

A person operating a bicycle, electric personal assistive mobility device, moped, or motorcycle shall not carry any package, bundle, or article that prevents the driver from keeping both hands upon the handlebars of the vehicle.

Sec. 32-453. - Handlebars of motorcycle or moped.

A person shall not operate on a public highway of this state a motorcycle or moped equipped with handlebars that are higher than 30 inches from the lowest point of the undepressed saddle to the highest point of the handle grip of the operator.

Sec. 32-454. - Bicycle, electric personal assistive mobility device, electric skateboard, or commercial quadricycle; equipment; violation as civil infraction.

(1) A bicycle, electric personal assistive mobility device, electric skateboard, or commercial quadricycle being operated on a roadway between 1/2 hour after sunset and 1/2 hour before sunrise shall be equipped with a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.

(2) A bicycle shall be equipped with a brake that enables the operator to make the braked wheels skid on dry, level, clean pavement.

(3) An electric personal assistive mobility device, electric skateboard, or commercial quadricycle shall enable the operator to bring it to a controlled stop.

(4) As mandated by the Michigan Vehicle Code, a person shall not sell, offer for sale, or deliver for sale in this state or in the City a bicycle or a pedal for use on a bicycle, either of which was manufactured after January 1, 1976, unless it is equipped with a type of reflex reflector located on the front and rear surfaces of the pedal. The reflector elements may be either integral with the construction of the pedal or mechanically attached, but shall be sufficiently recessed from the edge of the pedal, or of the reflector housing, to prevent contact of the reflector element with a flat surface placed in contact with the edge of the pedal. The pedal reflectors shall be visible from the front and rear of the bicycle during the nighttime from a distance of 200 feet when directly exposed to the lower beam head lamps of a motor vehicle.

(5) As mandated by the Michigan Vehicle Code, a person shall not sell, offer for sale, or deliver for sale in this state or in the City a bicycle manufactured after January 1, 1976 or an electric personal assistive mobility device unless it is equipped with either tires that have reflective sidewalls or with wide-angle prismatic spoke reflectors. If the bicycle or the electric personal assistive mobility device is manufactured with reflective sidewalls, the reflective portion of the sidewall shall form a continuous circle on the sidewall, and may not be removed from the tire without removal of tire material. If the bicycle is equipped with wide-angle prismatic spoke reflectors, the reflectors of the front wheel shall be essentially colorless or amber, and the reflectors on the rear wheel shall be essentially colorless or red. Reflective sidewalls or spoke reflectors shall cause the bicycle to be visible from all distances from 100 feet to 600 feet when viewed under lawful low beam motor vehicle head lamps under normal atmospheric conditions.

(6) A person who violates subsection (1) or (2) is responsible for a civil infraction.

Sec. 32-455. – Electric bicycle; rights of individual; label to be affixed by manufacturer or distributor; tampering with or modification of electric bicycle prohibited; requirements applicable to class 3 electric bicycle; compliance with federal requirements; operation on highway or within city; operation of class 1, class 2, or class 3 electric bicycle on certain trails; compliance with Americans with disabilities act of 1990 and persons with disabilities civil rights act; public hearing; inapplicability of subsections (6) to (10) to use of electric bicycles on congressionally authorized public trail system.

(1) Except as otherwise provided in this section, an individual riding an electric bicycle is subject to the same requirements under the Michigan Vehicle Code and Chapter 32 of the City Code as an individual riding a bicycle.

(2) Beginning on January 1, 2018, a manufacturer or distributor of electric bicycles offered for sale or distribution in this state and/or the City shall permanently affix in a prominent location on the electric bicycle a label that contains the classification number, top assisted speed, and motor wattage of the electric bicycle. The label required under this subsection shall be printed in Arial font and shall be at least 9-point type.

(3) A person shall not tamper with or modify an electric bicycle so as to change the manufactured motor-powered speed capability or motor engagement of the electric bicycle without replacing the label required under subsection (2) with an appropriate label printed in Arial font and in at least 9-point type. For purposes of the Michigan Vehicle Code and Chapter 32 of the City Code, a device shall not be considered an electric bicycle if the motor is modified in a manner that no longer meets the criteria described in section 13e of the Michigan Vehicle Code (codified as MCL 257.13e at the time this City Code section was codified), or if the motor exceeds 750 watts.

(4) All of the following apply to a class 3 electric bicycle:

(a) A class 3 electric bicycle shall not be operated by an individual less than 14 years of age. An individual less than 14 years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.

(b) An individual less than 18 years of age who operates or rides as a passenger on a class 3 electric bicycle shall wear a properly fitted and fastened bicycle helmet that meets federal standards established by the United States Consumer Product Safety Commission or the American Society for Testing and Materials.

(5) An electric bicycle shall comply with applicable equipment and manufacturing requirements for electric bicycles established under federal law, including standards adopted by the United States Consumer Product Safety Commission and compiled in 16 CFR part 1512.

(6) Except as otherwise provided in subsection (7), an individual may operate an electric bicycle on any part of a highway that is open to a bicycle, including, but not limited to, a lane designated for the exclusive use of bicycles and the shoulder.

(7) As mandated by the Michigan Vehicle Code, an individual shall not operate an electric bicycle within a city that prohibits the use of nonemergency motor vehicles, unless the city council of that city, by majority vote, adopts a resolution allowing the operation of electric bicycles within city limits. As mandated by the Michigan Vehicle Code, an individual shall not operate an electric bicycle within the Mackinac Island State Park, unless he or she has obtained the required permit from the Mackinac Island State Park Commission created in part 767 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.76701 to 324.76709, or unless the Mackinac Island State Park Commission authorizes the operation of electric bicycles within its jurisdiction. If a city described in this subsection or the Mackinac Island State Park Commission authorizes the operation of electric bicycles within its jurisdiction, the city or the Mackinac Island State Park Commission may regulate the operation of electric bicycles within its jurisdiction as authorized by the Michigan Vehicle Code.

(8) As authorized by the Michigan Vehicle Code, an individual may operate a class 1 electric bicycle on a linear trail in the City that has an asphalt, crushed limestone, or

similar surface, or a rail trail. As authorized by the Michigan Vehicle Code, the City, as a local authority or agency of this state potentially having jurisdiction over a trail described in this subsection may regulate or prohibit the operation of a class 1 electric bicycle on that trail.

(9) As mandated by the Michigan Vehicle Code, an individual may operate a class 2 or class 3 electric bicycle on a linear trail in the City that has an asphalt, crushed limestone, or similar surface, or a rail trail only if authorized by the City, as the local authority or agency of this state potentially having jurisdiction over the trail.

(10) Except as otherwise provided in this subsection, an individual shall not operate an electric bicycle on a trail that is designated as nonmotorized and that has a natural surface tread that is made by clearing and grading the native soil with no added surfacing materials. As a local authority or agency of this state potentially having jurisdiction over a trail described in this subsection, the City may allow and regulate the operation of an electric bicycle on that trail.

(11) As mandated by the Michigan Vehicle Code, this state or the City as a local authority or agency of this state shall administer the provisions of this section in a manner that complies with the Americans with disabilities act of 1990, Public Law 101-336, and the persons with disabilities civil rights act, 1976 PA 220, MCL 37.1101 to 37.1607.

(12) Before an entity described in subsections (7) to (10) may prohibit, authorize, or regulate the use of electric bicycles within its jurisdiction, that entity shall hold a public hearing on the matter.

(13) Subsections (6) to (10) do not apply to the use of electric bicycles on a congressionally authorized public trail system.

SECTION II.

The City of Dearborn Heights Ordains that the Code of Ordinances of the City of Dearborn Heights, Michigan, is hereby revised by repealing Sections 32-456, 32-457, 32-458, 32-459, 32-460, 32-461, 32-462, 32-463, 32-464, 32-465, 32-466, 32-467, 32-468, 32-469, and 32-470.

SECTION III.

ARTICLE VIII. - REGISTRATION OF ELECTRIC BICYCLES

Sec. 32-901. – “Electric bicycle” defined.

(1) “Electric bicycle” means a device upon which an individual may ride that satisfies all of the following:

(a) The device is equipped with all of the following:

(i) A seat or saddle for use by the rider.

(ii) Fully operable pedals for human propulsion.

(iii) An electric motor of not greater than 750 watts.

(b) The device falls within 1 of the following categories:

(i) Class 1 electric bicycle. As used in this subparagraph, "class 1 electric bicycle" means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

(ii) Class 2 electric bicycle. As used in this subparagraph, "class 2 electric bicycle" means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

(iii) Class 3 electric bicycle. As used in this subparagraph, "class 3 electric bicycle" means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

(2) The definition of "Electric bicycle" as used in this section is intended to be the same as the definition of "Electric bicycle" set forth in section 13e of the Michigan Vehicle Code (codified as MCL 257.13e at the time this City Code section was codified). If the definition of "Electric bicycle" set forth in section 13e of the Michigan Vehicle Code changes, then the definition of "Electric bicycle" as set forth in this section is to be construed to be consistent with what is set forth in the Michigan Vehicle Code.

Sec. 32-902. – Required.

Every person residing in the city who owns any electric bicycle shall meet the registration and other requirements of this article for all such electric bicycles that the person owns. Further, whether or not a person resides in the city, a person shall only operate an electric bicycle in the city if the person can operate the electric bicycle in compliance with the registration and other requirements of this article.

Sec. 32-903. - Application.

(1) A person residing in the city who owns any electric bicycle shall apply for and receive both a registration certificate and a license tag for each such electric bicycle that the person owns. The person shall make application to the police department for both the registration certificate and the license tag for each such electric bicycle on a form or forms furnished by the police department. The person shall provide the following information in the application form related to each such electric bicycle: the electric bicycle's owner's name, address, and phone number (if any); a full description of the electric bicycle, including its make, model, color, and manufacturer's serial number; and the electric bicycle label information as required by section 662a(2) of the Michigan Vehicle Code (codified as MCL 257.662a(2) at the time this City Code section was codified), namely the electric bicycle's: classification number, top assisted speed, and motor wattage. Provided the application form is completed to the extent possible given available information and the person who submits the application pays the required fee(s), the police department shall provide the owner of the electric bicycle with both a registration certificate and a license tag for the subject electric bicycle as more fully described in Section 32-904 and Section 32-905.

(2) A person who does not reside in the city who wants any electric bicycle to be operable in the city may apply for and receive both a registration certificate and a license tag for each such electric bicycle that the person owns and wants to be able to

operate in the city. The person shall make application to the police department for both the registration certificate and the license tag for each such electric bicycle on a form or forms furnished by the police department. The person shall provide the following information in the application form related to each such electric bicycle: the electric bicycle's owner's name, address, and phone number (if any); a full description of the electric bicycle, including its make, model, color, and manufacturer's serial number; and the electric bicycle label information as required by section 662a(2) of the Michigan Vehicle Code (codified as MCL 257.662a(2) at the time this City Code section was codified), namely the electric bicycle's: classification number, top assisted speed, and motor wattage. Provided the application form is completed to the extent possible given available information and the person who submits the application pays the required fee(s), the police department shall provide the owner of the electric bicycle with both a registration certificate and a license tag for the subject electric bicycle as more fully described in Section 32-904 and Section 32-905.

Sec. 32-904. - Registration certificate.

Provided an appropriate person has complied with the requirements of Section 32-903 related to obtaining a registration certificate for an electric bicycle, then the police department shall furnish the owner of the electric bicycle with a registration certificate for the electric bicycle. The police department shall keep a duplicate of the registration certificate which shall be kept in the offices of the police department. The owner of the electric bicycle shall keep the registration certificate and shall present same upon demand of any police officer of the city if the ownership or title to the electric bicycle becomes an issue. A person shall not operate an electric bicycle in the city unless a registration certificate has been obtained and maintained for it.

Sec. 32-905. - License tag.

Provided an appropriate person has complied with the requirements of Section 32-903 related to obtaining a license tag for an electric bicycle, then the police department shall furnish the owner of the electric bicycle with a license tag for the electric bicycle, the number of which shall correspond to the registration certificate for the electric bicycle. The license tag and any renewals thereof shall be permanently affixed in a prominent location on the electric bicycle. A person shall not operate an electric bicycle in the city unless a license tag has been obtained for it, maintained for it, and permanently affixed on it as required by this section and this article.

Sec. 32-906. – Violations as civil infractions.

A person who violates any of the provisions of this **ARTICLE VIII. - REGISTRATION OF ELECTRIC BICYCLES.** (namely sections 32-901 to 32-907) is responsible for a civil infraction punishable by a civil fine of \$400.00 for each such violation.

Sec. 32-907. - Fees.

Fees for electric bicycle registration certificates, electric bicycle license tags, application for same, and any renewals thereof shall be prescribed by resolution of the council.

SECTION IV.

CODIFICATION DIRECTIVES

Sections 32-880 through 32-900 are deemed to be added and reserved.

Article VIII. - Registration of Electric Bicycles is deemed to be added to the Code under Chapter 32.

SECTION V.

REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION VI.

SEVERABILITY

Should any section, subsection, clause, or phrase of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION VII.

EFFECTIVE DATE

The City Council finds that the needs of the business affected by this Ordinance will be significantly affected by any delay in this Ordinance's effective date. In the light of this, the City Council declares the adoption of this ordinance to be an emergency action and adopts this ordinance on an emergency basis at the same meeting as the meeting at which it was introduced. Thus, this ordinance is considered to be read both a first time and a second time at the same meeting. This ordinance shall become effective upon publication as provided by law.

SECTION VIII.

AUTHENTICATION

This is to certify that the undersigned do hereby authenticate the foregoing record of the ordinance herein set forth.

MO BAYDOUN, Mayor

LYNNE M. SENIA, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this ordinance adopted by the Council for the City of Dearborn Heights at a regular meeting of the Council held on the _____ day of _____, 2026, and became effective by publication in the official newspaper of the City of Dearborn Heights and/or by publication as otherwise permitted by the City Charter on the _____ day of _____, 2025.

LYNNE M. SENIA, City Clerk

Publication Date: _____, 2026.

**CITY OF DEARBORN HEIGHTS
ORDINANCE NO. H-26-**

AN ORDINANCE OF THE CITY OF DEARBORN HEIGHTS, PROVIDING THAT CHAPTER 32 OF THE CODE OF ORDINANCES, CITY OF DEARBORN HEIGHTS, BE AMENDED AND REVISED BY AMENDING AND REVISING CHAPTER 32, ARTICLE II, DIVISION 6 PERTAINING TO THE OPERATION OF BICYCLES, MOTORCYCLES, MOPEDS AND TOY VEHICLES BY AMENDING SECTIONS 32-441 THROUGH 32-455 AND REPEALING SECTIONS 32-456 THROUGH 32-470, AND FURTHER BY AMENDING CHAPTER 32 BY ADDING A NEW ARTICLE VIII., SECTIONS 32-901 THROUGH 32-907 PERTAINING TO REGISTRATION OF ELECTRIC BICYCLES.

THE CITY OF DEARBORN HEIGHTS ORDAINS THAT THE CODE OF ORDINANCES OF THE CITY OF DEARBORN HEIGHTS, MICHIGAN, IS HEREBY
(A) AMENDED BY AMENDING SECTIONS 32-441, 32-442, 32-443, 32-444, 32-445, 32-446, 32-447, 32-448, 32-449, 32-450, 32-451, 32-452, 32-453, 32-454, AND 32-455 TO READ AS FOLLOWS AS STATED IN SECTION I:
(B) REVISED BY REPEALING SECTIONS 32-456, 32-457, 32-458, 32-459, 32-460, 32-461, 32-462, 32-463, 32-464, 32-465, 32-466, 32-467, 32-468, 32-469, AND 32-470 AS STATED IN SECTION II; AND
(C) AMENDED BY ADDING A NEW ARTICLE VIII UNDER CHAPTER 32 AND NEW SECTIONS, TO BE NUMBERED 32-901, 32-902, 32-903, 32-904, 32-905, 32-906, AND 32-907, WHICH SHALL READ AS FOLLOWS AS STATED IN SECTION III:

SECTION I.

DIVISION 6. - OPERATION OF BICYCLES, MOTORCYCLES, MOPEDS AND TOY VEHICLES

Sec. 32-441. - Violations of Sections 32-441 to 32-453 as civil infractions; duty of parent or guardian; regulations applicable to bicycles and motorcycles.

(1) A person who violates any of sections 32-441 to 32-453 is responsible for a civil infraction.

(2) The parent of a child or the guardian of a ward shall not authorize or knowingly permit the child or ward to violate this Division 6 of Chapter 32 of the City Code.

(3) The regulations applicable to bicycles under sections 32-441 to 32-454 shall apply when a bicycle is operated upon a highway or upon a path set aside for the exclusive use of bicycles, subject to those exceptions stated in sections 656 to 32-454.

(4) The regulations applicable to motorcycles in sections 32-441 to 32-454 shall be considered supplementary to other provisions of this Chapter 32 of the City Code and the Michigan Vehicle Code governing the operation of motorcycles.

Sec. 32-442. - Rights and duties of persons riding bicycle, electric bicycle, electric skateboard, electric personal assistive mobility device, moped, low-speed vehicle, or commercial quadricycle.

Each person riding a bicycle, electric bicycle, electric personal assistive mobility device, electric skateboard, or moped or operating a low-speed vehicle or commercial quadricycle upon a roadway has all of the rights and is subject to all of the duties applicable to the driver of a vehicle under the Michigan Vehicle Code, except for special regulations in this Division 6 of Chapter 32 of the City Code and except for the provisions of the Michigan Vehicle Code that by their nature do not apply.

Sec. 32-443. - Riding on seat of bicycle, motorcycle, moped, electric skateboard, or electric personal assistive mobility device; number of persons; wearing of crash helmet; conditions; rules; requirements for autocycle.

(1) A person propelling a bicycle or operating a motorcycle or moped shall not ride other than upon and astride a permanent and regular seat attached to that vehicle.

(2) A bicycle or motorcycle shall not be used to carry more persons at 1 time than the number for which it is designed and equipped.

(3) An electric personal assistive mobility device or an electric skateboard shall not be used to carry more than 1 person at a time.

(4) A person less than 19 years of age operating a moped on a public thoroughfare shall wear a crash helmet on his or her head. A person less than 19 years of age operating an electric skateboard shall wear a crash helmet on his or her head. Except as provided in subsection (5), a person operating or riding on a motorcycle shall wear a crash helmet on his or her head.

(5) The following conditions apply to a person 21 years of age or older operating or riding on a motorcycle, as applicable:

(a) A person who is operating a motorcycle is not required to wear a crash helmet on his or her head if he or she has had a motorcycle endorsement on his or her operator's or chauffeur's license for not less than 2 years or the person passes a motorcycle safety course conducted under Section 811a or 811b of the Michigan Vehicle Code and satisfies the requirements of subdivision (c).

(b) A person who is riding on a motorcycle is not required to wear a crash helmet on his or her head if the person or the operator of the motorcycle satisfies the requirements of subdivision (c).

(c) A person who is operating a motorcycle and a person who is riding on a motorcycle are not required to wear crash helmets on their heads if the operator of the motorcycle or the rider has in effect security for the first-party medical benefits payable in the event that he or she is involved in a motorcycle accident, as provided in section 3103 of the insurance code of 1956, 1956 PA 218, MCL 500.3103, in 1 of the following amounts, as applicable:

(i) A motorcycle operator without a rider, not less than \$20,000.00.

(ii) A motorcycle operator with a rider, not less than \$20,000.00 per person per occurrence. However, if the rider has security in an amount not less than \$20,000.00, then the operator is only required to have security in the amount of not less than \$20,000.00.

(6) Crash helmets shall be approved by the department of state police. The department of state police has promulgated rules for the implementation of section 658 of the Michigan Vehicle Code under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. Rules in effect on June 1, 1970, apply to helmets required by the Michigan Vehicle Code and this Chapter 32 of the City Code.

(7) The crash helmet requirements under this section do not apply to a person operating or riding in an autocycle if the vehicle is equipped with a roof that meets or exceeds standards for a crash helmet.

(8) A person operating or riding in an autocycle shall wear seat belts when on a public highway in this state and this city.

(9) A person under the age of 12 shall not operate an electric skateboard on a public highway or street.

Sec. 32-444. - Seats and foot rests; requirements; exception; violation as civil infraction.

(1) In addition to the requirements of section 32-443, a motorcycle shall be equipped with adequate seats and foot rests or pegs for each designated seating position. Foot rests or pegs must be securely attached. A passenger shall not ride on a motorcycle unless his or her feet can rest on the assigned foot rests or pegs except that this requirement does not apply to a person who is unable to reach the foot rests or pegs due to a permanent physical disability.

(2) A person who violates this section is responsible for a civil infraction.

Sec. 32-445. - Crash helmet required; exception.

(1) Except as provided in subsection (2), a person operating or riding in a low-speed vehicle shall wear a crash helmet on his or her head. The crash helmet shall meet the requirements of the rules promulgated by the department of state police under section 658 of the Michigan Vehicle Code.

(2) Subsection (1) does not apply to a person operating or riding in a low-speed vehicle equipped with a roof that meets or exceeds the standards for roof-crush resistance, provided under 49 C.F.R. 571.500.

Sec. 32-446. - Riding while attached to streetcar or vehicle.

A person riding upon a bicycle, moped or motorcycle, coaster, roller skates, sled, or toy vehicle shall not attach the same or himself to a streetcar or vehicle upon a roadway.

Sec. 32-447. - Electric personal assistive mobility device, low-speed vehicle, commercial quadricycle; electric skateboard, or moped; operation; limitations; applicability to police officer; regulation by local government; prohibitions; regulation by department of natural resources.

(1) A person operating an electric personal assistive mobility device, low-speed vehicle, electric skateboard, or moped upon a roadway shall ride as near to the right side of the roadway as practicable, shall exercise due care when passing a standing vehicle or a vehicle proceeding in the same direction, and shall not block, delay, or otherwise interfere with the movement of a streetcar on a streetcar track.

(2) A motorcycle is entitled to full use of a lane, and a motor vehicle must not be driven in such a manner as to deprive a motorcycle of the full use of a lane. This subsection does not apply to motorcycles operated 2 abreast in a single lane or to the operation of a motorcycle in a manner that blocks, delays, or otherwise interferes with the movement of a streetcar on a streetcar track.

(3) A person riding an electric personal assistive mobility device, motorcycle, electric skateboard, or moped upon a roadway shall not ride more than 2 abreast except on a path or part of a roadway set aside for the exclusive use of those vehicles.

(4) Where a usable and designated path for bicycles is provided adjacent to a highway or street, a person operating an electric personal assistive mobility device or electric skateboard may, by local ordinance, be required to use that path, including an ordinance of the City.

(5) A person operating a motorcycle, moped, low-speed vehicle, electric personal assistive mobility device, or electric skateboard shall not pass between lines of traffic, but may pass on the left of traffic moving in his or her direction in the case of a 2-way street or on the left or right of traffic in the case of a 1-way street, in an unoccupied lane.

(6) A person operating an electric personal assistive mobility device or electric skateboard on a sidewalk constructed for the use of pedestrians shall yield the right-of-way to a pedestrian and shall give an audible signal before overtaking and passing the pedestrian.

(7) A moped, low-speed vehicle, or commercial quadricycle must not be operated on a sidewalk constructed for the use of pedestrians.

(8) A low-speed vehicle or commercial quadricycle must not be operated at a speed of more than 25 miles per hour. A low-speed vehicle must not be operated on a highway or street with a speed limit of more than 35 miles per hour except for the purpose of crossing that highway or street. A commercial quadricycle must not be operated on a highway or street with a speed limit of more than 45 miles per hour except for the purpose of crossing that highway or street. An individual shall not operate a commercial quadricycle that is equipped with a motor unless he or she has a valid operator's license issued under this act. As authorized by the Michigan Vehicle Code, the state transportation department may prohibit the operation of a low-speed vehicle or commercial quadricycle on any highway or street under its jurisdiction if it determines that the prohibition is necessary in the interest of public safety.

(9) This section does not apply to a police officer in the performance of his or her official duties.

(10) An electric personal assistive mobility device must not be operated at a speed of more than 15 miles per hour and must not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street.

(11) An electric skateboard must not be operated at a speed of more than 25 miles per hour. An electric skateboard that does not have handlebars must not be operated on a highway or street with a speed limit of more than 25 miles per hour except to cross that highway or street, and an electric skateboard equipped with handlebars must not be operated on a highway or street with a speed limit of more than 45 miles per hour except to cross that highway or street.

(12) As authorized by the Michigan Vehicle Code, the governing body of a county, a city (including the City), a village, an entity created under the urban cooperation act of

1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or a township may, by ordinance based on the health, safety, and welfare of the citizens, regulate the operation of electric personal assistive mobility devices, electric skateboards, or commercial quadricycles on sidewalks, highways or streets, or crosswalks. Except as otherwise provided in this subsection, and as authorized by the Michigan Vehicle Code, a governing body of a county, city (including the City), village, entity created under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512, or township may prohibit the operation of electric personal assistive mobility devices, electric skateboards or commercial quadricycles in an area open to pedestrian traffic adjacent to a waterfront or on a trail under its jurisdiction, in a downtown or central business district, or on a street that includes streetcar tracks. Signs indicating the regulation must be conspicuously posted in the area where the use of an electric personal assistive mobility device, electric skateboard, or commercial quadricycle is regulated.

(13) As stated in the Michigan Vehicle Code, operation of an electric personal assistive mobility device or electric skateboard is prohibited in a special charter city and a state park under the jurisdiction of the Mackinac Island State Park commission.

(14) As authorized by the Michigan Vehicle Code, operation of an electric personal assistive mobility device or electric skateboard may be prohibited in a historic district, including by the City.

(15) As authorized by the Michigan Vehicle Code, the department of natural resources may by order regulate the use of electric personal assistive mobility devices or electric skateboards on all lands under its control.

Sec. 32-448. - Operation of bicycle upon highway or street; riding close to right-hand curb or edge of roadway; exceptions.

A person operating a bicycle upon a highway or street at less than the existing speed of traffic shall ride as close as practicable to the right-hand curb or edge of the roadway except as follows:

(a) When overtaking and passing another bicycle or any other vehicle proceeding in the same direction.

(b) When preparing to turn left.

(c) When conditions make the right-hand edge of the roadway unsafe or reasonably unusable by bicycles, including, but not limited to, surface hazards, an uneven roadway surface, drain openings, debris, parked or moving vehicles or bicycles, pedestrians, animals, or other obstacles, or if the lane is too narrow to permit a vehicle to safely overtake and pass a bicycle.

(d) When operating a bicycle in a lane in which the traffic is turning right but the individual intends to go straight through the intersection.

(e) When operating a bicycle upon a 1-way highway or street that has 2 or more marked traffic lanes, in which case the individual may ride as near the left-hand curb or edge of that roadway as practicable.

(f) When riding as close as practicable to the right-hand curb or edge of the roadway would block, delay, or otherwise interfere with the movement of a streetcar on a streetcar track.

Sec. 32-449. - Operation of bicycle upon highway or street; riding more than 2 abreast.

Two or more individuals operating bicycles upon a highway or street shall not ride more than 2 abreast except upon a path or portion of the highway or street set aside for the use of bicycles.

Sec. 32-450. - Operation of bicycle upon sidewalk or pedestrian crosswalk.

(1) An individual operating a bicycle upon a sidewalk or a pedestrian crosswalk shall yield the right-of-way to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.

(2) An individual shall not operate a bicycle upon a sidewalk or a pedestrian crosswalk if that operation is prohibited by an official traffic control device.

(3) An individual lawfully operating a bicycle upon a sidewalk or a pedestrian crosswalk has all of the rights and responsibilities applicable to a pedestrian using that sidewalk or crosswalk.

Sec. 32-451. - Parking bicycle or electric skateboard on sidewalk, highway, or street.

(1) An individual may park a bicycle or an electric skateboard equipped with handlebars on a sidewalk except as prohibited by an official traffic control device.

(2) An individual shall not park a bicycle or an electric skateboard equipped with handlebars on a sidewalk in such a manner that the bicycle or electric skateboard equipped with handlebars impedes the lawful movement of pedestrians or other traffic.

(3) An individual may park a bicycle or an electric skateboard equipped with handlebars on a highway or street at any location where parking is allowed for motor vehicles, may park at any angle to the curb or the edge of the highway, and may park abreast of another bicycle or electric skateboard equipped with handlebars.

(4) An individual shall not park a bicycle or an electric skateboard equipped with handlebars on a highway or street in such a manner as to obstruct the movement of a legally parked motor vehicle or as to block, delay, or otherwise interfere with the movement of a streetcar on a streetcar track.

(5) Except as otherwise provided in this section, an individual parking a bicycle or an electric skateboard equipped with handlebars on a highway or street shall do so in compliance with the Michigan Vehicle Code, any local ordinance, and the City Code.

Sec. 32-452. - Carrying package, bundle, or article on bicycle, electric personal assistive mobility device, moped, or motorcycle.

A person operating a bicycle, electric personal assistive mobility device, moped, or motorcycle shall not carry any package, bundle, or article that prevents the driver from keeping both hands upon the handlebars of the vehicle.

Sec. 32-453. - Handlebars of motorcycle or moped.

A person shall not operate on a public highway of this state a motorcycle or moped equipped with handlebars that are higher than 30 inches from the lowest point of the undepressed saddle to the highest point of the handle grip of the operator.

Sec. 32-454. - Bicycle, electric personal assistive mobility device, electric skateboard, or commercial quadricycle; equipment; violation as civil infraction.

(1) A bicycle, electric personal assistive mobility device, electric skateboard, or commercial quadricycle being operated on a roadway between 1/2 hour after sunset and 1/2 hour before sunrise shall be equipped with a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.

(2) A bicycle shall be equipped with a brake that enables the operator to make the braked wheels skid on dry, level, clean pavement.

(3) An electric personal assistive mobility device, electric skateboard, or commercial quadricycle shall enable the operator to bring it to a controlled stop.

(4) As mandated by the Michigan Vehicle Code, a person shall not sell, offer for sale, or deliver for sale in this state or in the City a bicycle or a pedal for use on a bicycle, either of which was manufactured after January 1, 1976, unless it is equipped with a type of reflex reflector located on the front and rear surfaces of the pedal. The reflector elements may be either integral with the construction of the pedal or mechanically attached, but shall be sufficiently recessed from the edge of the pedal, or of the reflector housing, to prevent contact of the reflector element with a flat surface placed in contact with the edge of the pedal. The pedal reflectors shall be visible from the front and rear of the bicycle during the nighttime from a distance of 200 feet when directly exposed to the lower beam head lamps of a motor vehicle.

(5) As mandated by the Michigan Vehicle Code, a person shall not sell, offer for sale, or deliver for sale in this state or in the City a bicycle manufactured after January 1, 1976 or an electric personal assistive mobility device unless it is equipped with either tires that have reflective sidewalls or with wide-angle prismatic spoke reflectors. If the bicycle or the electric personal assistive mobility device is manufactured with reflective sidewalls, the reflective portion of the sidewall shall form a continuous circle on the sidewall, and may not be removed from the tire without removal of tire material. If the bicycle is equipped with wide-angle prismatic spoke reflectors, the reflectors of the front wheel shall be essentially colorless or amber, and the reflectors on the rear wheel shall be essentially colorless or red. Reflective sidewalls or spoke reflectors shall cause the bicycle to be visible from all distances from 100 feet to 600 feet when viewed under lawful low beam motor vehicle head lamps under normal atmospheric conditions.

(6) A person who violates subsection (1) or (2) is responsible for a civil infraction.

Sec. 32-455. – Electric bicycle; rights of individual; label to be affixed by manufacturer or distributor; tampering with or modification of electric bicycle prohibited; requirements applicable to class 3 electric bicycle; compliance with federal requirements; operation on highway or within city; operation of class 1, class 2, or class 3 electric bicycle on certain trails; compliance with Americans with disabilities act of 1990 and persons with disabilities civil rights act; public hearing; inapplicability of subsections (6) to (10) to use of electric bicycles on congressionally authorized public trail system.

(1) Except as otherwise provided in this section, an individual riding an electric bicycle is subject to the same requirements under the Michigan Vehicle Code and Chapter 32 of the City Code as an individual riding a bicycle.

(2) Beginning on January 1, 2018, a manufacturer or distributor of electric bicycles offered for sale or distribution in this state and/or the City shall permanently affix in a prominent location on the electric bicycle a label that contains the classification number, top assisted speed, and motor wattage of the electric bicycle. The label required under this subsection shall be printed in Arial font and shall be at least 9-point type.

(3) A person shall not tamper with or modify an electric bicycle so as to change the manufactured motor-powered speed capability or motor engagement of the electric bicycle without replacing the label required under subsection (2) with an appropriate label printed in Arial font and in at least 9-point type. For purposes of the Michigan Vehicle Code and Chapter 32 of the City Code, a device shall not be considered an electric bicycle if the motor is modified in a manner that no longer meets the criteria described in section 13e of the Michigan Vehicle Code (codified as MCL 257.13e at the time this City Code section was codified), or if the motor exceeds 750 watts.

(4) All of the following apply to a class 3 electric bicycle:

(a) A class 3 electric bicycle shall not be operated by an individual less than 14 years of age. An individual less than 14 years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.

(b) An individual less than 18 years of age who operates or rides as a passenger on a class 3 electric bicycle shall wear a properly fitted and fastened bicycle helmet that meets federal standards established by the United States Consumer Product Safety Commission or the American Society for Testing and Materials.

(5) An electric bicycle shall comply with applicable equipment and manufacturing requirements for electric bicycles established under federal law, including standards adopted by the United States Consumer Product Safety Commission and compiled in 16 CFR part 1512.

(6) Except as otherwise provided in subsection (7), an individual may operate an electric bicycle on any part of a highway that is open to a bicycle, including, but not limited to, a lane designated for the exclusive use of bicycles and the shoulder.

(7) As mandated by the Michigan Vehicle Code, an individual shall not operate an electric bicycle within a city that prohibits the use of nonemergency motor vehicles, unless the city council of that city, by majority vote, adopts a resolution allowing the operation of electric bicycles within city limits. As mandated by the Michigan Vehicle Code, an individual shall not operate an electric bicycle within the Mackinac Island State Park, unless he or she has obtained the required permit from the Mackinac Island State Park Commission created in part 767 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.76701 to 324.76709, or unless the Mackinac Island State Park Commission authorizes the operation of electric bicycles within its jurisdiction. If a city described in this subsection or the Mackinac Island State Park Commission authorizes the operation of electric bicycles within its jurisdiction, the city or the Mackinac Island State Park Commission may regulate the operation of electric bicycles within its jurisdiction as authorized by the Michigan Vehicle Code.

(8) As authorized by the Michigan Vehicle Code, an individual may operate a class 1 electric bicycle on a linear trail in the City that has an asphalt, crushed limestone, or

similar surface, or a rail trail. As authorized by the Michigan Vehicle Code, the City, as a local authority or agency of this state potentially having jurisdiction over a trail described in this subsection may regulate or prohibit the operation of a class 1 electric bicycle on that trail.

(9) As mandated by the Michigan Vehicle Code, an individual may operate a class 2 or class 3 electric bicycle on a linear trail in the City that has an asphalt, crushed limestone, or similar surface, or a rail trail only if authorized by the City, as the local authority or agency of this state potentially having jurisdiction over the trail.

(10) Except as otherwise provided in this subsection, an individual shall not operate an electric bicycle on a trail that is designated as nonmotorized and that has a natural surface tread that is made by clearing and grading the native soil with no added surfacing materials. As a local authority or agency of this state potentially having jurisdiction over a trail described in this subsection, the City may allow and regulate the operation of an electric bicycle on that trail.

(11) As mandated by the Michigan Vehicle Code, this state or the City as a local authority or agency of this state shall administer the provisions of this section in a manner that complies with the Americans with disabilities act of 1990, Public Law 101-336, and the persons with disabilities civil rights act, 1976 PA 220, MCL 37.1101 to 37.1607.

(12) Before an entity described in subsections (7) to (10) may prohibit, authorize, or regulate the use of electric bicycles within its jurisdiction, that entity shall hold a public hearing on the matter.

(13) Subsections (6) to (10) do not apply to the use of electric bicycles on a congressionally authorized public trail system.

SECTION II.

The City of Dearborn Heights Ordains that the Code of Ordinances of the City of Dearborn Heights, Michigan, is hereby revised by repealing Sections 32-456, 32-457, 32-458, 32-459, 32-460, 32-461, 32-462, 32-463, 32-464, 32-465, 32-466, 32-467, 32-468, 32-469, and 32-470.

SECTION III.

ARTICLE VIII. - REGISTRATION OF ELECTRIC BICYCLES

Sec. 32-901. – “Electric bicycle” defined.

(1) “Electric bicycle” means a device upon which an individual may ride that satisfies all of the following:

- (a) The device is equipped with all of the following:
 - (i) A seat or saddle for use by the rider.
 - (ii) Fully operable pedals for human propulsion.
 - (iii) An electric motor of not greater than 750 watts.
- (b) The device falls within 1 of the following categories:

(i) Class 1 electric bicycle. As used in this subparagraph, "class 1 electric bicycle" means an electric bicycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 20 miles per hour.

(ii) Class 2 electric bicycle. As used in this subparagraph, "class 2 electric bicycle" means an electric bicycle that is equipped with a motor that propels the electric bicycle to a speed of no more than 20 miles per hour, whether the rider is pedaling or not, and that disengages or ceases to function when the brakes are applied.

(iii) Class 3 electric bicycle. As used in this subparagraph, "class 3 electric bicycle" means an electric bicycle that is equipped with a motor that provides assistance only when the rider is pedaling and that disengages or ceases to function when the electric bicycle reaches a speed of 28 miles per hour.

(2) The definition of "Electric bicycle" as used in this section is intended to be the same as the definition of "Electric bicycle" set forth in section 13e of the Michigan Vehicle Code (codified as MCL 257.13e at the time this City Code section was codified). If the definition of "Electric bicycle" set forth in section 13e of the Michigan Vehicle Code changes, then the definition of "Electric bicycle" as set forth in this section is to be construed to be consistent with what is set forth in the Michigan Vehicle Code.

Sec. 32-902. – Required.

Every person residing in the city who owns any electric bicycle shall meet the registration and other requirements of this article for all such electric bicycles that the person owns. Further, whether or not a person resides in the city, a person shall only operate an electric bicycle in the city if the person can operate the electric bicycle in compliance with the registration and other requirements of this article.

Sec. 32-903. - Application.

(1) A person residing in the city who owns any electric bicycle shall apply for and receive both a registration certificate and a license tag for each such electric bicycle that the person owns. The person shall make application to the police department for both the registration certificate and the license tag for each such electric bicycle on a form or forms furnished by the police department. The person shall provide the following information in the application form related to each such electric bicycle: the electric bicycle's owner's name, address, and phone number (if any); a full description of the electric bicycle, including its make, model, color, and manufacturer's serial number; and the electric bicycle label information as required by section 662a(2) of the Michigan Vehicle Code (codified as MCL 257.662a(2) at the time this City Code section was codified), namely the electric bicycle's: classification number, top assisted speed, and motor wattage. Provided the application form is completed to the extent possible given available information and the person who submits the application pays the required fee(s), the police department shall provide the owner of the electric bicycle with both a registration certificate and a license tag for the subject electric bicycle as more fully described in Section 32-904 and Section 32-905.

(2) A person who does not reside in the city who wants any electric bicycle to be operable in the city may apply for and receive both a registration certificate and a license tag for each such electric bicycle that the person owns and wants to be able to

operate in the city. The person shall make application to the police department for both the registration certificate and the license tag for each such electric bicycle on a form or forms furnished by the police department. The person shall provide the following information in the application form related to each such electric bicycle: the electric bicycle's owner's name, address, and phone number (if any); a full description of the electric bicycle, including its make, model, color, and manufacturer's serial number; and the electric bicycle label information as required by section 662a(2) of the Michigan Vehicle Code (codified as MCL 257.662a(2) at the time this City Code section was codified), namely the electric bicycle's: classification number, top assisted speed, and motor wattage. Provided the application form is completed to the extent possible given available information and the person who submits the application pays the required fee(s), the police department shall provide the owner of the electric bicycle with both a registration certificate and a license tag for the subject electric bicycle as more fully described in Section 32-904 and Section 32-905.

Sec. 32-904. - Registration certificate.

Provided an appropriate person has complied with the requirements of Section 32-903 related to obtaining a registration certificate for an electric bicycle, then the police department shall furnish the owner of the electric bicycle with a registration certificate for the electric bicycle. The police department shall keep a duplicate of the registration certificate which shall be kept in the offices of the police department. The owner of the electric bicycle shall keep the registration certificate and shall present same upon demand of any police officer of the city if the ownership or title to the electric bicycle becomes an issue. A person shall not operate an electric bicycle in the city unless a registration certificate has been obtained and maintained for it.

Sec. 32-905. - License tag.

Provided an appropriate person has complied with the requirements of Section 32-903 related to obtaining a license tag for an electric bicycle, then the police department shall furnish the owner of the electric bicycle with a license tag for the electric bicycle, the number of which shall correspond to the registration certificate for the electric bicycle. The license tag and any renewals thereof shall be permanently affixed in a prominent location on the electric bicycle. A person shall not operate an electric bicycle in the city unless a license tag has been obtained for it, maintained for it, and permanently affixed on it as required by this section and this article.

Sec. 32-906. – Violations as civil infractions.

A person who violates any of the provisions of this **ARTICLE VIII. - REGISTRATION OF ELECTRIC BICYCLES.** (namely sections 32-901 to 32-907) is responsible for a civil infraction punishable by a civil fine of \$400.00 for each such violation.

Sec. 32-907. - Fees.

Fees for electric bicycle registration certificates, electric bicycle license tags, application for same, and any renewals thereof shall be prescribed by resolution of the council.

SECTION IV.

CODIFICATION DIRECTIVES

Sections 32-880 through 32-900 are deemed to be added and reserved.

Article VIII. - Registration of Electric Bicycles is deemed to be added to the Code under Chapter 32.

SECTION V.

REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION VI.

SEVERABILITY

Should any section, subsection, clause, or phrase of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION VII.

EFFECTIVE DATE

The City Council finds that the needs of the business affected by this Ordinance will be significantly affected by any delay in this Ordinance's effective date. In the light of this, the City Council declares the adoption of this ordinance to be an emergency action and adopts this ordinance on an emergency basis at the same meeting as the meeting at which it was introduced. Thus, this ordinance is considered to be read both a first time and a second time at the same meeting. This ordinance shall become effective upon publication as provided by law.

SECTION VIII.

AUTHENTICATION

This is to certify that the undersigned do hereby authenticate the foregoing record of the ordinance herein set forth.

MO BAYDOUN, Mayor

LYNNE M. SENIA, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this ordinance adopted by the Council for the City of Dearborn Heights at a regular meeting of the Council held on the _____ day of _____, 2026, and became effective by publication in the official newspaper of the City of Dearborn Heights and/or by publication as otherwise permitted by the City Charter on the _____ day of _____, 2025.

LYNNE M. SENIA, City Clerk

Publication Date: _____, 2026.

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-189

11.C.



Mayor's Office

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Mohamad Baydoun, Mayor

DATE: April 22, 2026

RE: Mayor Baydoun - First and Second Reading of Proposed Ordinance H-26-03 - Updating City Code Section 27-1 Related to Definitions for Special Assessments

Honorable Council:

Attached for your review is a proposed Ordinance amending Chapter 27 of the City Code by amending Section 27-1 pertaining to the definitions under Chapter 27 of the City Code related to special assessments.

Respectfully,
Mayor Mo Baydoun

Attachments:

1. April 23 2026 Letter and Proposed Ordinance re Special Assessments

GARY T. MIOTKE

Attorney At Law

6828 Park Avenue
Allen Park, MI 48101

Phone: (313) 388-4809

FAX: (313) 388-8428

Email: [gmiothe@miothekelawoffice.com](mailto:gmiotke@miotkelawoffice.com)

April 23, 2026

VIA EMAIL ONLY

Honorable City Council
City of Dearborn Heights
6045 Fenton
Dearborn Heights, Michigan 48127

Re: Ordinance Updating City Code Section Related to Definitions for Special Assessments

Dear City Council Members:

Pursuant to Mayor Baydoun's direction, please find attached a proposed Ordinance amending Chapter 27 of the City Code by amending Section 27-1 pertaining to the definitions under Chapter 27 of the City Code related to special assessments.

Mayor Baydoun wants the City to pursue a special assessment for streetlighting expenditures. If the proposed Ordinance is adopted, Section 27-1 would be amended to expand the definition of *Cost* to make it consistent with Section 4d of The Home Rule City Act, MCL 117.4d. By doing so, this change would decrease the possibility of a legal challenge to this possible special assessment by defining *Cost* to include "necessary expenses incurred for ... operation and maintenance of a boulevard lighting system, whether that service is provided directly by the city or is provided by an investor-owned utility".

Given the City's difficult financial circumstances, there is a need for this possible special assessment to be levied as soon as possible. Thus, this proposed Ordinance provides that it is to be adopted on an emergency basis at the same meeting as the meeting at which it was introduced, with it being considered to be read both a first time and a second time at the same meeting.

If I may be of further assistance regarding this or any other matter, please feel free to contact me at your convenience.

Very truly yours,



GARY T. MIOTKE

GTM/ns
Attachment
Xc w/attachment:
Mayor Mo Baydoun

**CITY OF DEARBORN HEIGHTS
ORDINANCE NO. H-26-**

AN ORDINANCE OF THE CITY OF DEARBORN HEIGHTS, PROVIDING THAT CHAPTER 27 OF THE CODE OF ORDINANCES, CITY OF DEARBORN HEIGHTS, BE AMENDED BY AMENDING SECTION 27-1 PERTAINING TO THE DEFINITIONS THAT ARE APPLICABLE UNDER CHAPTER 27 OF THE CODE OF ORDINANCES PERTAINING TO SPECIAL ASSESSMENTS.

THE CITY OF DEARBORN HEIGHTS ORDAINS THAT SECTION 27-1 OF THE CODE OF ORDINANCES OF THE CITY OF DEARBORN HEIGHTS, MICHIGAN IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION I.

Sec. 27-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cost, when referring to the cost of any public improvement, means the cost of services, plans, condemnation, spreading of rolls, notices, advertising, financing, construction, and legal fees and all other costs incident to the making of such improvement, the special assessments therefor and the financing thereof. Further, to be consistent with Section 4d of The Home Rule City Act, MCL 117.4d, and not as a limitation on the preceding sentence, *Cost* includes necessary condemnation cost and necessary expenses incurred for engineering, financial, legal, or administrative services; operation and maintenance of a boulevard lighting system, whether that service is provided directly by the city or is provided by an investor-owned utility; and other services of a similar kind involved in the making and financing of the improvement and in the levying and collecting of the special assessments for the improvement. If the service is rendered by city employees, the city may include the fair and reasonable cost of rendering the service. The inclusion of a cost specified in this paragraph as part of the cost of an improvement for which special assessments have been levied before the effective date of the 2026 ordinance amending this section is validated consistent with Section 4d of The Home Rule City Act, MCL 117.4d.

Public improvement means any local improvement or public improvement of or upon property which results in special benefit to the real property where such improvement is made or to the real property in the vicinity of such improvement.

SECTION II.

REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

SECTION III.

SEVERABILITY

Should any section, subsection, clause, or phrase of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

SECTION IV.

EFFECTIVE DATE

The City Council finds that the needs of the business affected by this Ordinance will be significantly affected by any delay in this Ordinance's effective date. In the light of this, the City Council declares the adoption of this ordinance to be an emergency action and adopts this ordinance on an emergency basis at the same meeting as the meeting at which it was introduced. Thus, this ordinance is considered to be read both a first time and a second time at the same meeting. This ordinance shall become effective upon publication as provided by law.

SECTION V.

AUTHENTICATION

This is to certify that the undersigned do hereby authenticate the foregoing record of the ordinance herein set forth.

MO BAYDOUN, Mayor

LYNNE M. SENIA, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this ordinance adopted by the Council for the City of Dearborn Heights at a regular meeting of the Council held on the _____ day of _____, 2026, and became effective by publication in the official newspaper of the City of Dearborn Heights and/or by publication as otherwise permitted by the City Charter on the _____ day of _____, 2026.

LYNNE M. SENIA, City Clerk

Publication Date: _____, 2026.

Approved for the Agenda of:	APPROVED
4/28/2026	Motion No. 26-190

11.D.



Community Economic Development

TO: Honorable Mayor Mo Baydoun
Honorable City Council Members

FROM:

DATE: April 7, 2026

RE: CEDD Director Dabajeh - Resolution - Adoption of Updated Wayne County Hazard Mitigation Plan

Honorable Council:

I am submitting for your consideration and adoption the updated Wayne County Hazard Mitigation Plan. As you may recall from our recent meeting with FEMA, the previous hazard mitigation plan has expired, and FEMA has now completed its review of the updated countywide plan. Adoption of a current, valid hazard mitigation plan is a federal requirement for all Hazard Mitigation Assistance (HMA) programs, including the City's active HMGP 4494 and 4547 grants. Failure to adopt the updated plan would place these grants at risk of non-compliance.

To ensure continued eligibility for current and future mitigation funding, I respectfully request that the City Council review and formally adopt the attached updated Wayne County Hazard Mitigation Plan. For reference, I have included the previously approved Dearborn Heights resolution from the last plan adoption cycle. Once Council adopts the new plan, the signed resolution will be forwarded to the Wayne County Emergency Manager and the State Hazard Mitigation Analyst so it can be transmitted to FEMA without delay.

Your timely approval will help safeguard the City's ongoing mitigation projects and ensure that Dearborn Heights remains fully compliant with federal requirements.

Please feel free to contact me if you have any questions or need further information.

Sincerely,
Hussein M. Dabajeh
Director of Community & Economic Development

Attachments:

1. WayneCo adoption Dearborn Heights

Resolution No. 20-449

ADOPTION OF THE WAYNE COUNTY HAZARD MITIGATION PLAN

WHEREAS, the mission of the City of Dearborn Heights includes the charge to protect the health, safety, and general welfare of the people of Dearborn Heights; and

WHEREAS, Dearborn Heights, Michigan is subject to flooding, tornadoes, winter storms, and other natural, technological, and human hazards; and

WHEREAS, and the Wayne County Department of Homeland Security and Emergency Management and the Wayne County Local Emergency Planning Committee, comprised of representatives from the County, municipalities, and stakeholder organizations, have prepared a recommended Hazard Mitigation Plan that reviews the options to protect people and reduce damage from these hazards; and

WHEREAS, Dearborn Heights has participated in the planning process for development of this Plan, providing information specific to local hazard priorities, encouraging public participation, identifying desired hazard mitigation strategies, and reviewing the draft Plan; and

WHEREAS, the Wayne County Department of Homeland Security and Emergency Management, with the Wayne County Local Emergency Planning Committee (LEPC), has developed the WAYNE COUNTY HAZARD MITIGATION PLAN (the "Plan") as an official document of the County and establishing a County Hazard Mitigation Coordinating Committee, pursuant to the Disaster Mitigation Act of 2000 (PL-106-390) and associated regulations (44 CFR 210.6); and

WHEREAS, the Plan has been widely circulated for review by the County's residents, municipal officials, and state, federal, and local review agencies and has been revised to reflect their concerns; and

NOW THEREFORE BE IT RESOLVED by the Dearborn Heights City Council that:

1. The Wayne County Hazard Mitigation Plan (or section(s) of the Plan specific to the affected community) is/are hereby adopted as an official plan of the City of Dearborn Heights.
2. The Emergency Management Coordinator is charged with supervising the implementation of the Plan's recommendations, as they pertain to Dearborn Heights and within the funding limitations as provided by the Dearborn Heights City Council or other sources.
3. The Emergency Management Coordinator shall give priority attention to the following action items recommended in portions of the Plan specific to Dearborn Heights:
 - a. Hazard Priorities (Section 5.2.6, pages 129 & 130)
 - b. Existing Authorities, Policies & Programs and Ability to Expand These (Section 5.2.6, pages 129 & 130)

Passed by the Dearborn Heights City Council on December 8, 2020


Signature


Signature

Vote: Yes 5 No 0 Absent 1

I do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the members-elect of the City Council of the City of Dearborn Heights at an electronically held regular meeting held at 7:00 p.m. on Tuesday, December 8, 2020 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act of Michigan and that the minutes of said meeting were kept and will be made available as required by said act.


Lynne M. Senia, City Clerk

BUSINESS LICENSE RENEWAL APPLICATION

NO. BL-24-000013664

City of Dearborn Heights

6045 Fenton, Dearborn Heights, MI 48127
(313)791-3430



THE FOLLOWING LICENSE(S):

AUTO NEW/USED COUNCIL APPROVAL 65.00
PENALTY

BUSINESS

AUTOMANIA, LLC
ALI NASSER
22120 VAN BORN
DEARBORN HEIGHTS, MI 48125

TOTAL **\$81.25**

CURRENT LICENSE EXPIRES ON: **March 21, 2025**

You may renew your license by mail by returning this form prior to the expiration date with your check or money order in the amount indicated above payable to the City of Dearborn Heights. Do not send cash! If you renew more than 7 days late you will be assessed a penalty fee in the amount of 25% of your total license fee.


City Clerk

- ☐ At the present time, you are current on both personal property taxes and water, therefore your license is renewable
- ☐ At the present time you are delinquent on your water bill in the amount of \$ _____ and must pay this amount in full before renewing your license.
- ☐ At the present time you are delinquent on your personal property taxes in the amount of \$ _____ and must pay this amount in full before renewing your license.

THE FAILURE TO SECURE A VALID BUSINESS LICENSE IS A VIOLATION OF CHAPTER 8 OF THE CODE OF ORDINANCES AND WILL RESULT IN A CLASS D MUNICIPAL INFRACTION BEING ISSUED.

PLEASE NOTE THE LATE FEE IS 25%

DO YOU HAVE AN ALARM SYSTEM? IS YOUR INFORMATION UP TO DATE?

If you have a security alarm for your business, an alarm registration is required by City ordinance. There is no cost to register your alarm. You may call our office at (313)791-3430 to obtain a copy of the alarm registration form, or print one from the Clerk's page on the Dearborn Heights City website: clerks@dearbornheightsmi.gov

AUTOMANIA, LLC
ALI NASSER
5636 ROOSEVELT
DEARBORN HEIGHTS, MI 48125

Fee Items	Amount
AUTO NEW/USED COUNCIL APPROVAL	\$65.00
PENALTY	\$16.25

PAID
CITY OF DEARBORN HEIGHTS

FEB 25 2026

BY _____ CK # _____

Billing/Invoice Date: 02/25/2026

Total Due: \$81.25

AUTOMANIA, LLC
5636 ROOSEVELT
DEARBORN HEIGHTS, MI 48125



CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: HEIGHTS HANDWASH N DETAIL
DBA: BLACKLIST DETAIL & TI
NTS

Date: 02/25/2026 Time: 3:56:53 PM

Posting Date: 02/25/2026

Receipt: 1200338

Cashier: ebunker

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING	
00015697	\$37.50
BL BUSINESS LICENSING	
00015698	\$81.25

SUB-TOTAL \$118.75

Total Tendered: \$118.75

ORDER #: pl_314p8c2c1JEt21gD16654qdlM

Credit Card Type Visa

CC Processing Fee \$4.00

GENERAL FUND CC

Grand Total: \$122.75

Change: \$0.00

Signature _____

**CITY OF DEARBORN HEIGHTS APPLICATION FOR
TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION**

**Building Department requirements must be met before
Business License can be issued**

NAME OF APPLICANT Ali Salame PHONE # 313-899-8861
APPLICANT ADDRESS 26016 Warrington St CITY, STATE, ZIP Dearborn Heights, MI, 48127
CITIZENSHIP USA EMAIL ADDRESS asalame.ece@gmail.com
DRIVERS LICENSE # 5450 048769807

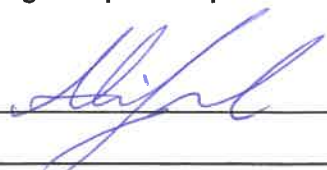
BUSINESS NAME Epic Bites LLC PHONE # 313899-8861
LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 25830 Ford Rd Dearborn Heights, MI 48127
TYPE OF VEHICLE TO BE USED trailer/Food trailer VEHICLE PLATE # F276370
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON(S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE:  DATE: 04/14/2026

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK:

APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

Michigan USA **CHAUFFEUR'S
LICENSE**

 **DL #** S 450 048 769 807 **Exp** 05/23/2024
DOB 10/19/1992 **Exp** 10/19/2027

**ALI SLEIMAN
SALAME**
26016 WARRINGTON ST
DEARBORN HEIGHTS, MI 48127-2916

Sex M **Hgt** 6'-00" **Eyes** GRN
Class C **End** NONE
Rest NONE



 **DD** 121029859144  **10/19/92**



ICHAT

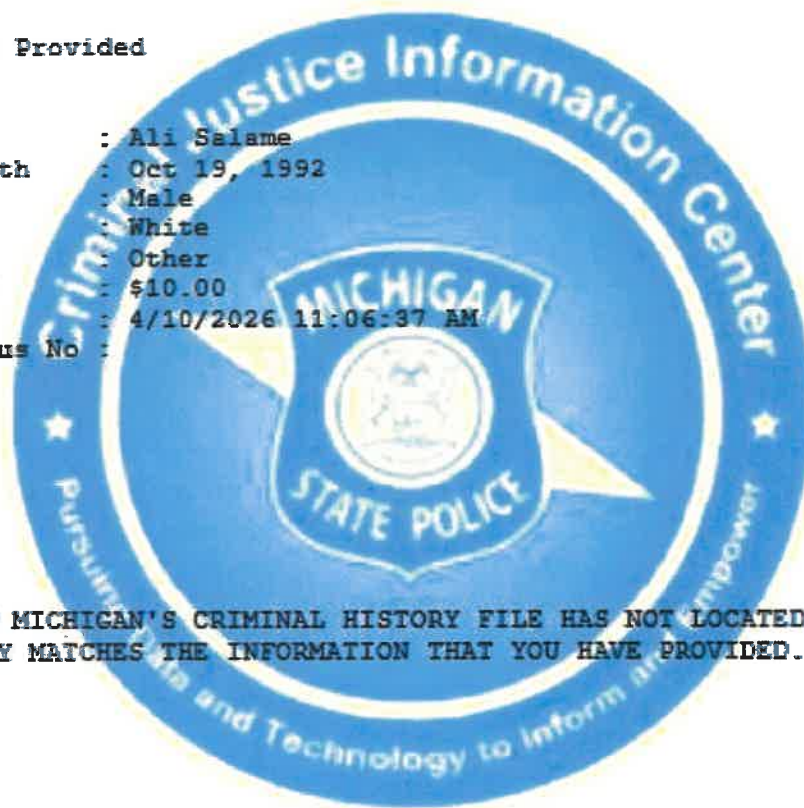
INTERNET CRIMINAL HISTORY ACCESS TOOL

ISSUED BY: 10/10/10



Information Provided

Name : Ali Salame
Date of Birth : Oct 19, 1992
Gender : Male
Race : White
Reason : Other
Amount Paid : \$10.00
Order Date : 4/10/2026 11:06:37 AM
Miscellaneous No :



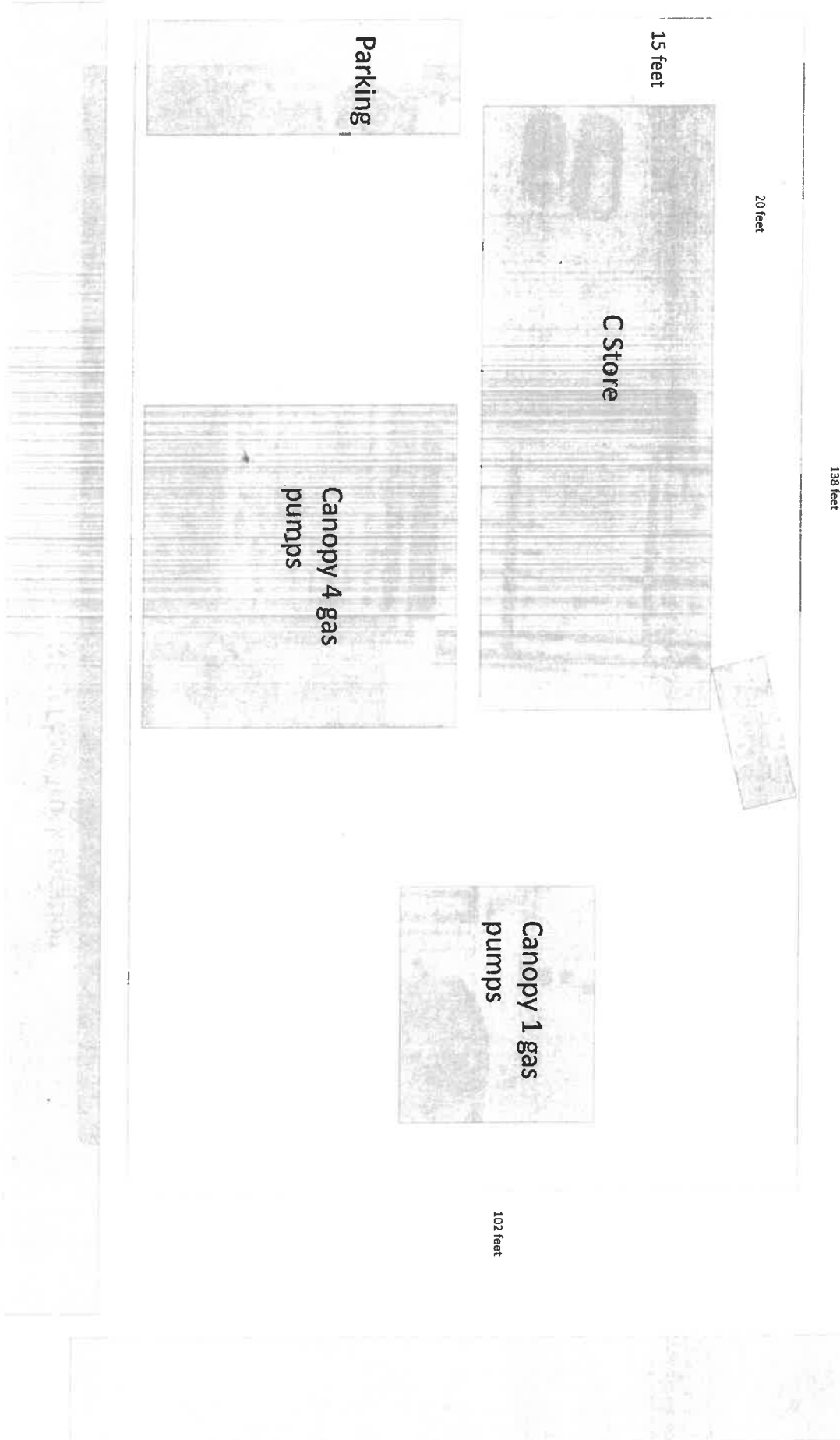
A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

DATE PRINTED:4/10/2026

Page 1

Google Earth (Bird View) of Site and surrounding Area





Expires: 04/30/2026

Issued To: EPIC BITES
23008 DEQUINDRE RD
WARREN MI 48091-1818

Responsible Party and Address:

EPIC BITES LLC
2010 KINGSBURY AVE
DEARBORN MI 48128-1140

Expires: 04/30/2026

Issued To: EPIC BITES
23008 DEQUINDRE RD
WARREN MI 48091-1818

Responsible Party and Address:

State of Michigan
Department of Agriculture &
Rural Development
Bureau of Food Safety and
Animal Health

State of Michigan
Department of Agriculture &
Rural Development
Bureau of Food Safety and
Animal Health

SST-5450-363480
FOOD SERVICE - SPECIAL
TRANSITORY FOOD UNIT

Display for Public View



Dr. Tim Boring
Director

Issued by the Michigan Department of Agriculture and Rural Development to operate a Food Service Establishment in accordance with provisions of Act 92, P.A. of 2000, as amended.

This license is not transferable.

Failure to post in a conspicuous place is a misdemeanor. (See Section 4119)

Notify the Local Health Department before a change of ownership. (See Section 4123)

Direct Inquiries to the Macomb County Health Department

SST-5450-363480
FOOD SERVICE - SPECIAL
TRANSITORY FOOD UNIT

Display for Public View



Issued by the Michigan Department of Agriculture and Rural Development to operate a Food Service Establishment in accordance with provisions of Act 92, P.A. of 2000, as amended.

Success! Thank you for choosing Hiscox.

- Payment is confirmed and policy is created.
- Your policy documents are being sent to you based on the delivery method you selected.
- If you chose to have your documents emailed to you, please add contact@hiscox.com to your contacts to receive important updates regarding your policy. If for some reason you have not received them within an hour, please check your spam folder.

Confirmation information

Reference #S108.904.439
Payment: AMEX x003
Epic Bites
35425 Ford Rd
Westland, MI 48185
Wayne County

Policy information

- Policy period 10/16/2025 - 10/16/2026
- Automatic renewal after 12 months
- Cancel any time

General Liability | \$534.00/year

Policy #P105.592.698

Limits & Deductible		Coverage upgrades	
Occurrence limit	\$1,000,000	Blanket Additional Insured	
Aggregate limit	\$2,000,000	Primary and Non-Contributory	\$49.00/year
Deductible	\$0		

Total Annual Premium | \$534.00/year

Payment received\$534.00

The total annual premium includes all relevant discounts and any applicable surcharges.

What else can I do?

- Save your policy documents**

Your policy documents and certificate of insurance are on the way. Be sure to save these documents once you receive them.
- Access the small business resource center**

Get ideas from our blog, learn about liability insurance, and take advantage of offers from selected partners in our small business [resource center](#).

- Manage your policy**

It's quick and easy to request changes. Add an authorized person, get an ACORD certificate, and more [online](#).
- Contact us with questions**

Speak with our licensed insurance agents at 855-974-6360 Open 7 days a week. They are here to help every step of the way.

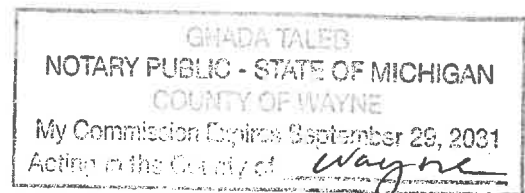
Thank you again for choosing Hiscox to protect your business.

Food Truck Permission

I am Youssef El Moussawi, Owner of Moussawi Property located at 25830 Ford rd., Dearborn Heights MI 48127, will be hosting, EPIC BITES LLC food trailer DBA EPIC BITES, at our property for the spring and summer season and would kindly request that the City of Dearborn Heights accepts his permit application.

Youssef El Moussawi

(313) 926-7072



Invoice #:	License #:	License Type:	Application Date:	Expiration Date:
00015835	BL-26-000015120	BUSINESS LICENSE	04/14/2026	10/25/2026

Fee Items	Amount
TRANSIENT MERCHANT 180 DAYS 150.00	\$500.00

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: EPIC BITES LLC
ALI SALAME
Date: 04/14/2026 Time: 11:28:24 AM
Posting Date: 04/14/2026
Receipt: 1205057
Cashier: ebunker

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00015835	\$500.00
SUB-TOTAL	\$500.00
Total Tendered:	\$500.00
ORDER #: pi_3TM8t22ciJEt21gD1EthYkVR	
Credit Card Type Visa	
CC Processing Fee	\$15.25
GENERAL FUND CC	
Grand Total:	\$515.25
Change:	\$0.00

Signature

PAID
CITY OF DEARBORN HEIGHTS
APR 14 2026
BY  CK #

Billing/Invoice Date: 04/14/2026
Total Due: \$500.00

EPIC BITES LLC
26016 WARRINGTON
DEARBORN HEIGHTS, MI 48127



**CITY OF DEARBORN HEIGHTS APPLICATION FOR
TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION**

**Building Department requirements must be met before
Business License can be issued**

NAME OF APPLICANT Sandra leticia Cruz PHONE # 313-399-0295
APPLICANT ADDRESS 17966 Harman St CITY, STATE, ZIP Melvindale MI 48122
CITIZENSHIP U.S citizen EMAIL ADDRESS gutierrezletis60@gmail.com
DRIVERS LICENSE # C620758512027

BUSINESS NAME Tacos la Conquista PHONE # 313-399-0295
LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 19350 Van Born Rd 48125
TYPE OF VEHICLE TO BE USED Food trailer VEHICLE PLATE # F090079
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON(S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: Sandra L Cruz DATE: 04-09-2026

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK: _____

APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

Invoice #:
00015823

License #:
BL-26-000015108

License Type:
BUSINESS LICENSE

Application Date:
04/09/2026

Expiration Date:
10/25/2026

Fee Items

Amount

TRANSIENT MERCHANT 180 DAYS 150.00

\$150.00

PAID

CITY OF DEARBORN HEIGHTS

APR 09 2026

BY LVD CK # 1204776

Billing/Invoice Date: 04/09/2026

Total Due: \$150.00

TACOS LA CONQUISTA
17966 HARMAN
MELVINDALE, MI 48122



CITY OF DEARBORN HEIGHTS
145 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: TACOS LA CONQUISTA
SANDRA LETICIA CRUZ
Date: 04/09/2026 Time: 4:29:14 PM
Receipt Date: 04/09/2026
Receipt: 1204776
Printer: lvdupree

ITEM REFERENCE	AMOUNT
- BUSINESS LICENSING 0015823	\$150.00
TOTAL	\$150.00
CASH COMERICA	\$150.00
Total Tendered:	\$150.00
Change:	\$0.00



ICHAT

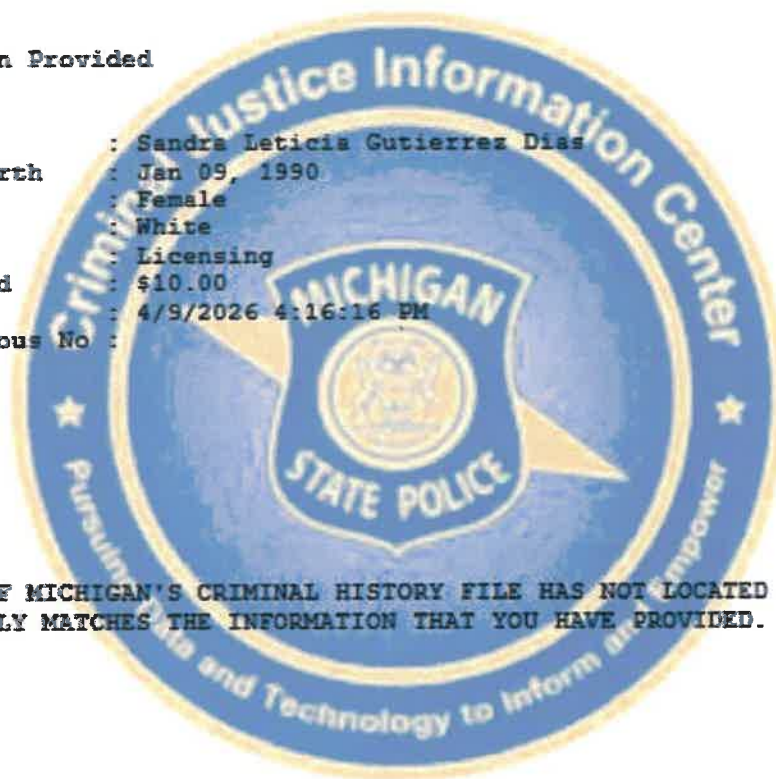
INTERNET CRIMINAL HISTORY ACCESS TOOL

PRINTED: 4/9/2026



Information Provided

Name : Sandra Leticia Gutierrez Dias
Date of Birth : Jan 09, 1990
Gender : Female
Race : White
Reason : Licensing
Amount Paid : \$10.00
Order Date : 4/9/2026 4:16:16 PM
Miscellaneous No :



A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

DATE PRINTED: 4/9/2026

Page 1

CITY OF DEARBORN HEIGHTS
DEPARTMENT OF BUILDING and ENGINEERING

BOND APPLICATION

LOCATION 19550 Van Riper

LOT NO. & SUBDIVISION

NAME Saharú Cruz - TACOS LO Comunitat

ADDRESS 17966 Harkman Melvindale MI 48122

PHONE NO. 313-899-0295

TYPE OF BOND Food Truck - cash clean up

AMOUNT OF BOND \$ 500.00

BOND WILL BE FORFEITED (2) YEARS FROM DATE OF ISSUE IF ITEMS OUTSTANDING.

RECEIPT NO.

DISPOSITION OF BOND AS FOLLOWS:

FOOD TRUCK
APPROVED BY
A4 Baydon
04.09.26
(1R)

DIRECTOR OF PUBLIC WORKS

CLERK

PERMITTEE

FORM NO. 49-1019

ORIGINAL

August 21, 2025

To Whom It May Concern,

I, Rula Aoun, am the legal owner of the property located at 19350 Van Born Rd, Dearborn Heights, MI.

I hereby grant permission to my tenant, Showki Hamood / Mobil Gas Station, who is leasing this establishment, to allow Sandra Cruz / Tacos La Conquista to operate a licensed food truck in the parking lot of the property.

This consent is granted under the following conditions:

1. The food truck operation must comply with all applicable city ordinances, health department regulations, and licensing requirements.
2. The food truck operator is responsible for maintaining a clean and safe environment in and around the designated area.
3. This consent does not create any ownership or leasehold rights in the property.
4. The property owner and Tenant reserve the right to revoke this consent at any time with written notice.
5. The food truck operator agrees to hold the Tenant and property owner harmless from any liability, damages, or claims arising out of the food truck's operation.

Sincerely,

Rula Aoun

Rula Aoun
Property Owner

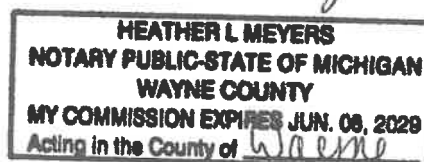
Subscribed and sworn to before me this
21st day of August, 2025

Heather L. Meyers

Notary Public Wayne County, Michigan

My Commission Expires: 6-8-2029

Acting in the County of Wayne



MICHIGAN
MI
USA
DRIVER LICENSE



C 620 758 512 027 ISS 12-06-2021
DOB 01-09-1990 EXP 01-09-2026
SANDRA LETICIA CRUZ
17966 HARMAN ST
MELVINDALE, MI 48122-1402
Sex F Hgt 501 Eyes BRO
Lic Type 0 End NONE
Restrictions NONE

010930

Sandra Leticia Cruz
DD: 120258760814



May 06-15-2021

CITY OF JEAR, RN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: Time: 12:37:28 PM
Date: 08/25/2025
Posting Date: 08/25/2025
Receipt: 1167985
Cashier: oksa1th

ITEM REFERENCE	AMOUNT
2491 STREET PROTECTION BONDS	\$500.00
STREET PROTECTION BONDS	
TOTAL	\$500.00
CASH COMERICA	\$500.00
Total Tendered:	\$500.00
Change:	\$0.00

PELHAM

ROBINSON ST

7-Eleven

Food Truck

BUILDING & ENGINEERING
DEPARTMENT

APPROVED

DATE

EP
8/20/20

19350 Van
Born Rd

Mobil

VAN BORN RD

Detroit Health Department
Food Safety Unit
100 Mack Ave., Third Floor
Detroit, MI 48201
(313) 876-0135

FOOD ESTABLISHMENT INSPECTION REPORT

Based on an evaluation this day, the items marked below are violations of the Michigan Food Law. Violations cited in this report shall be corrected within the time frames specified below, but within a period not to exceed 10 calendar days for priority or priority foundation items (§8-405.11) or 90 days for core items (§8-406.11). Failure to comply with this notice may result in license suspension and/or other legal action. You have the right to appeal any violations listed.

Tacos LA Conquista
17966 Herman St
Melvindale, MI 48122

Person In Charge (PIC): Sandra Leticia Cruz

SST 4982 PR25086D 4/8/2025 9:40:59 AM
Last Routine:

Establishment Phone:

INSPECTION TYPE:
Preopening/New

License Posted	No
Antichoking Poster	No
Non-Smoking Area	No
Non-Smoking Signs	No
Manager Certified	Yes

Violation Category	Repeat	Violation Description/Remarks/Correction Schedule	Correct By	Corrected
--------------------	--------	---	------------	-----------

This Facility was inspected by Krystal Primm, a representative from the Detroit Health Department, on 4/8/2025 to determine the level of compliance with Michigan Act 92, P.A. 2000.

At the time of this inspection, the person in charge of this facility demonstrated acceptable working knowledge of food safety.

Based on the public health significance of deficiencies noted, this facility was found to be in compliance except for the items listed below:

NOTE: The annual fee includes one follow-up inspection to evaluate Priority, Priority Foundation, or chronic violations that were not corrected at the time of inspection. Additional follow up inspections will incur a \$50.00 fee.

Closing Comments:

No P or Pf violations cited during the time of inspection

This unit is approved to operate

Person in charge (Name and Title)

Inspected By (Name and Title)



Krystal Primm

This signature does not imply agreement or disagreement with any violation noted.

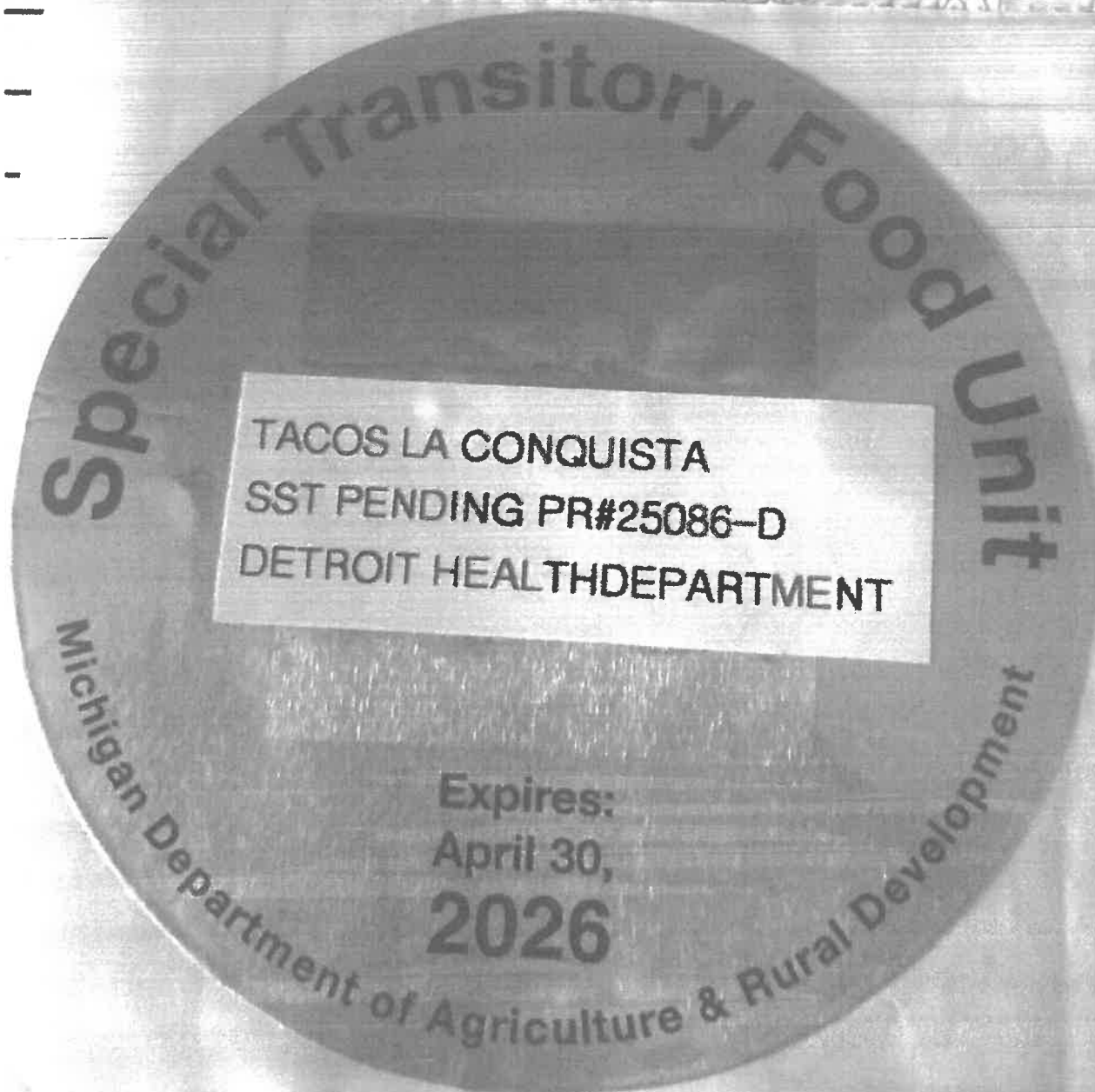
ROUTINE
FOLLOW UP
RE-OPENING

(STFU)

- ☐ COMPLAINT
- ☐ FOODBORNE ILLNESS
- ☐ OTHER

NON-SMOKING
LICENSE POSTED
MANAGER CERTIFIED
WATER SAMPLE TAKEN
ANTI-CHOKING POSTER
ON-SITE WATER/SEWER

PRIORITY FOUNDATION (X)	CORE (X)	REPEAT (X)	VIOLATION DESCRIPTION / REMARKS / CORRECTIVE ACTION
			NO P or PF VIOLATIONS
			During the time of visit



CERTIFICATE OF LIABILITY INSURANCE

08/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jay Munj 1461 N Rochester Road Rochester Hls MI 483071122	CONTACT NAME: Jay Munj PHONE (A/C, No, Ext): 248-218-2526 FAX (A/C, No): E-MAIL ADDRESS: jay.munj.vaee9q@statefarm.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Farm Fire and Casualty Company	25143														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Cruz, Sandra 5428 RAYMOND AVE DEARBORN HTS MI 481253424															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	N	N	92-J5-D286-1	08/14/2025	08/14/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Dearborn City 6045 Fenton Dearborn Hts MI 48127	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE This form was system-generated on 08/14/2025
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