

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, December 21, 2015
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. APPOINTMENTS
 - A. Mayoral Appointments to Commissions/Board/Committee
 1. Beautification Commission
 - a. Reappointments (5)
 - b. Vacancy (1)
 2. Community Tree Commission
 - a. Reappointments (3)
 3. Historical Commission
 - a. Reappointments (3)
 - b. Vacancy (1)
 4. Local Officers Compensation Commission
 - a. Vacancy (1)
 5. Planning Commission
 - a. Reappointments (3)
 6. Senior Citizens Commission
 - a. Reappointments (5)
 7. Construction Board of Appeals
 - a. Reappointment (1)
 8. Community Events Committee (formerly Fireworks Committee)
 - B. Mayoral Appointments – Council Members to Commissions/Committees/Boards/Organizations
 1. Beautification Commission
 2. Citizens Recreation Commission
 3. Community Tree Commission
 4. Historical Commission
 5. Local Officers Compensation Commission
 6. Planning Commission
 7. Senior Citizens Commission
 8. Compensation & Evaluation Committee
 9. Construction Committee
 10. Finance Committee
 11. Community Events Committee
 12. Mack Avenue Business Study Committee
 13. Public Relations Committee
 14. Ad Hoc Public Safety Committee

- 15. Grosse Pointe Chamber of Commerce
- 16. Grosse Pointe Woods Foundation (liaison)

- C. Council Appointments to Commission/Board/Committee
 - 1. Citizens Recreation Commission
 - a. Reappointments (2)
 - b. Vacancy (1)
 - 2. Board of Review
 - a. Reappointment (6)
 - 3. Building Authority Committee
 - a. Vacancy (1)
- D. Council Appointments – Council Members to Boards/Organizations
 - 1. Pension Board
 - 2. Grosse Pointes – Clinton Refuse Disposal Authority
 - a. Representative
 - 3. Wayne County Community Development Advisory Council
 - a. Representative
 - b. Alternate
 - c. Planning Committee
 - 4. Southeastern Michigan Council of Governments

7. MINUTES

- A. Council 12/07/15
- B. Committee-of-the-Whole 12/14/15, w/recommendation:
 - 1. 2016 Audit
- C. Citizen's Recreation Commission 10/13/15, w/recommendation
 - 1. Perch Derby expenses
- D. Historical Commission 10/08/15, 09/10/15
- E. Senior Citizens Commission 09/12/15

8. COMMUNICATIONS

- A. Applications for Permit/License – Solicitors
 - 1. Amanda Johnson – AT&T
 - 2. Daniel R. Gould – Iowa Steak Co.
- B. Legal Proceedings: Matthew R. Willson v City of Grosse Pointe Woods
 - 1. Summons and Complaint received December 11, 2015
- C. Conference: Michigan Association of Municipal Clerks – Master Academy
 - 1. Memo 12/14/15 – City Clerk
 - 2. Brochure
- D. Monthly Financial Report – November

- 9. BIDS/PROPOSALS/
CONTRACTS
 - A. Employment Agreement:
 - 1. City Administrator – Tom Colombo
 - B. Consulting Agreement:
 - 1. Alfred J. Fincham
 - C. Agreement for Legal Services:
 - 1. City Attorney – Don Berschback
- 10. ORDINANCE
 - A. Second Reading: An Ordinance to Amend Chapter 50 Zoning, Sec. 50-526 Accessory Buildings, By Adding Requirements for Permits, Concrete Slabs and Ratwalls
 - 1. Proposed Ordinance Amendment
 - 2. Affidavit of Legal Publication
- 11. CLAIMS AND ACCOUNTS
 - A. Labor Attorney
 - 1. Keller Thoma
- 12. NEW BUSINESS/PUBLIC COMMENT
- 13. ADJOURNMENT

**Lisa Kay Hathaway, CMMC/MMC
City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>
--

MEMO

TO: Lisa Hathway
FROM: Linda Mowen
RE: Citizen appointments to Commissions and Boards
DATE: 12-15-15
 Mayoral Appt. – Shaded Council Appt. - Unshaded

Appointed by	Authority	Commission/Board	Name	Address
Mayor	City Code Sec. 14-42; 3-yr staggered term; 15 members	Beautification Commission	Rozycki, Erin	1527 Sunningdale Dr. GPW
			Hilton, Gerald	1636 N. Renaud GPW
			Arslanian, Gloria	2000 Hunt Club GPW
			Hyduk, Dennis	19766 Wedgewood GPW
			Spreder, Lisa	1440 Yorktown GPW
			Vacancy	
Council	By-Laws; 9 members; 3-yr staggered terms	Citizens Recreation Commission	Miller, Mark F.	917 Hawthorne GPW
			Moore, Michael ***Per Commission minutes 06-09-15, Mr. Moore will be resigning at the end of his term.***	21885 River Road GPW
			Vacancy	
Mayor	By-Laws; 11 members; 3-yr staggered terms	Community Tree Commission	Backer, Joseph	640 Hidden Lane GPW
			Gaffney, Edward	927 N. Renaud GPW
			Butler, Tim	703 Pear Tree GPW

Appointed by	Authority	Commission/Board	Name	Address
Mayor	Council Resolution 8-29-79. 3-yr. Staggered term, 11 members	Historical Commission	Whitman, Phillip	1545 Roslyn GPW
			Hartert, Shirley	1930 Lancaster Ave. GPW
			Wilborn, Giles	2110 Fleetwood GPW
			Vacancy ***expired in 2014***	
Mayor	City Code 2-251, 5-yr. Staggered term, 5 members	Local Officers' Compensation	Vacancy	
Mayor	Section 2-441 City Charter; 3-yr. Staggered term, 9 members	Planning Commission	Stapleton, Tonja	1605 Newcastle GPW
			Fuller, Michael	1230 North Renaud GPW
			Hamborsky, Douglas	20771 Wedgewood GPW
Mayor	Sec. 2-508; 11 members; 9 – general community –3-yr terms; 2-senior groups & community interest groups-1-yr term	Senior Citizens' Commission	Gattari, Anne Marie	1062 Maryland GPP
			Thornton, Joan	905 Hidden Lane GPW
			Motschall, Denise	823 Crescent Lane GPW
		SOC Rep.	Uhlig, Heidi	158 Ridge Road GPF
			Kypros, Despina	910 S Brys Dr GPW

Appointed By	Authority	Commission/Board	Name	Address
Council	MCL 211.28 Sec. 28 (2) (3); 3-yr staggered term	Board of Review	Lombardo, Shari	1953 Lochmoor GPW
			McLellan, Jan Ryndress	1617 S. Renaud Rd. GPW
			McMullen, George	1382 Hollywood GPW
			Cerwin, Theresa	1489 Dorthen GPW
			Nantroup, Carolyn	664 Birch Lane GPW
			Nelson, Sandy	1063 Hawthorne GPW
Mayor	M.C.L. 125.1514; 3-7 members; 2-yr. staggered term	Construction Board of Appeals	Morrissett, Donald	749 Roslyn GPW
Mayor	City Code Sec. 86-241; 3 members; 3-yr. staggered term	Downspout Board of Appeals	None	
Mayor	Section 2-286, City Code "Retirement System"	Pension Board	None	
Council	Articles of Incorporation of 1992; 3 members; 3-yr. staggered term	Building Authority Committee	Vacancy	
Mayor		Fireworks Committee	None	
Mayor		Mayor's Mack Ave. Business Study Committee	None	

COUNCIL
12-07-15 - 140

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, DECEMBER 7, 2015, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:35 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Granger, Ketels, Koester, Shetler
Absent: McConaghy

Also Present: Treasurer/Comptroller Irby
City Attorney Don Berschback
City Clerk Hathaway
Director of Public Safety Smith
Director of Public Works Ahee
Assessor Colombo
Building Official Tutag

Motion by Bryant, seconded by Shetler, to excuse Council Member McConaghy from tonight's meeting.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission members were in attendance:

George McMullen, Board of Review/Local Officers Compensation Commission
Eric Reiter, Planning Commission

Motion by Granger, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

The Director of Public Safety presented two Department of Public Safety Life Saving Awards to Officer James Thompson, and one to Officer Jeffrey Martel.

Motion by Bryant, seconded by Shetler, regarding **Appointed Officials Compensation – City Clerk**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on November 23, 2015, and approve a salary increase for City Clerk Lisa Hathaway to \$72,500.00 per year retroactive to July 1, 2015, and that her contract be renewed and remain the same including tuition reimbursement as stated in the existing contract, and to authorize the Mayor to sign the contract.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Bryant, seconded by Shetler, regarding **Appointed Officials Compensation – City Attorneys**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on November 23, 2015, and approve the hourly rate for Don Berschback to be increased \$5.00 per hour to \$160.00, and approve the hourly rate for Chip Berschback to be increased \$5.00 per hour to \$145.00, both retroactive to July 1, 2015, and to authorize the Mayor to sign the contract.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. City Council Minutes dated November 16, 2015;
2. Committee-of-the-Whole minutes dated November 30, 2015, and November 23, 2015.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Koester, seconded by Bryant, regarding **memorial tree marker**, that the City Council refer the recommendation of the Tree Commission at their meeting on October 7, 2015, to the Committee-of-the-Whole to discuss memorial recognition for Commission Members.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

The Mayor accepted the **resignation: Eric J. Reiter from the Beautification Advisory Commission**, with regret and directed that appropriate thanks and recognition be sent to Mr. Reiter.

Lisa and Bruce Haynes spoke regarding **Beaufait Parking/Parking Permits** and voiced opposition to parking on Beaufait, including permit parking. The Director of Public Safety provided an overview and addressed questions of City Council, as did Detective Schroerlucke. The Director recommended public safety deploy special parking enforcement for the next three months, and return to City Council in 90 days.

Following discussion, the Director of Public Safety was asked to look at eliminating parking permits and identify whether a need is identified, confirm whether the nearby parking lot is a business lot or a City lot, determine whether parking may be permitted

in the alley, and to deploy special parking enforcement for a 90-day period and return to City Council for review. There was a consensus of the City Council to defer action on this item for 90 days, and the City Clerk was asked to send notice to Mr. and Mrs. Haynes when this item returns to City Council.

Motion by Bryant, seconded by Shetler, regarding **2016 Refuse Vendor Licenses**, that the City Council approve the following four applications:

1. Agosta, Vincent
2. Hirth, Ronald
3. Maher, Patrick
4. Walls, John

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Discussion ensued regarding one remaining refuse vendor license, as permitted in accordance with Section 10-220 of the Grosse Pointe Woods City Code.

The Chair declared a recess at 8:47 p.m., and reconvened at 8:52 p.m.

Motion by Bryant, seconded by Shetler, regarding one available 2016 Refuse Vendor License, that the City Council approve the following application:

1. Tibaud, Mark

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Bryant, seconded by Koester, regarding **purchase: annual fuel**, that the City Council approve the purchase of fuel from RKA Petroleum Companies based upon the MITN cooperative fuel bid for tank wagon deliveries of gasoline and diesel fuel from

February 1, 2016, through January 31, 2018, in a total amount not to exceed \$175,000.00 annually, funds to be taken from the Vehicle Maintenance Account No. 640-851-939.500.

Motion by Bryant, seconded by Koester, regarding purchase: annual fuel, that the previous motion be amended by inserting, "for two years" after "annually".

Motion by Bryant, seconded by Koester, regarding purchase: annual fuel, that the previous motion be further amended by adding, ", subject to the City Attorney's review of the contract."

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Ketels, seconded by Shetler, regarding **emergency repair, DPW Workhorse Water Van**, that the City Council approve a purchase order to Tri-County International Trucks, Inc. in the amount of \$7,029.57 for emergency repair work performed on the 2006 Waterhorse Water Van DPW Vehicle #5, funds to be taken from DPW Vehicle Maintenance Account No. 640-851-939.100.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Granger, seconded by Koester, regarding **First Reading: An Ordinance to Amend Chapter 50 Zoning, Sec. 50-326 Accessory Buildings, By Adding Requirements for Permits, Concrete Slabs and Ratwalls**, that the City Council concur with the amendment of this ordinance, to set a date of December 21, 2015, for a second reading and final adoption, and to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler
No: None
Absent: McConaghy

Motion by Koester, seconded by Shetler, regarding **City Attorneys**, that the City Council approve the following statements:

1. City Attorney Don R. Berschback 12/01/15 - \$4,960.00;
2. City Attorney Charles T. Berschback 11/30/15 - \$4,458.75.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler

No: None

Absent: McConaghy

Hearing no objections, the following items were heard under New Business:

- The Treasurer/Comptroller discussed a request received from the Ford Estate to **use the parking lot at Lake Front Park** for overflow parking during their holiday event being held on Fridays and Saturdays in December from 4 p.m. to 9 p.m. The Director of Public Services and Treasurer/Comptroller had no objections to this request.

Motion by Bryant, seconded by Granger, regarding request to park in Lake Front Park parking lot, that the City Council approve the request of the Ford Estate to use Lake Front Park parking lot for overflow parking during their holiday event, which is being held on Fridays and Saturdays in December.

Motion by Bryant, seconded by Granger, regarding request to park in Lake Front Park parking lot, to amend the previous motion by adding, "from 4 p.m. to 9 p.m."

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler

No: None

Absent: McConaghy

- The Treasurer/Comptroller requested City Council to approve an amount not to exceed \$12,000.00 to perform concrete replacement on Fairway, due to damage caused by a trench collapse, with work to be performed by a suitable contractor, in the event the homeowner's contractor has not commenced operations by Tuesday, December 8, 2015, and completed the work by Friday, December 11, 2015, at 5 p.m.

Motion by Granger, seconded by Shetler, that the City Council approve an amount not to exceed \$12,000.00 for concrete repair on Fairway, work to be performed by a suitable contractor.

Motion by Granger, seconded by Shetler, to amend the previous motion by adding, ", in the event the homeowner's contractor has not commenced operations by Tuesday, December 8, 2015, and completed the work by Friday, December 11, 2015, at 5 p.m."

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, Novitke, Shetler

No: None

Absent: McConaghy

Motion by Bryant, seconded by Ketels, to adjourn tonight's meeting at 9:23 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

COMMITTEE-OF-THE-WHOLE

12-14-15 – 64

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, DECEMBER 14, 2015, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy, Shetler

ABSENT: Ketels

ALSO PRESENT: City Administrator Fincham
Treasurer/Comptroller Irby
City Attorney Berschback
City Clerk Hathaway
Assessor Colombo

Also in attendance was Bill Brickey and Kari Shea from Plante Moran.

Mayor Novitke called the meeting to order 7:32 p.m.

Motion by Bryant, seconded by Shetler, to excuse Council Member Ketels from tonight's meeting.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

Motion by Granger, seconded by Bryant, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The only item on tonight's agenda was **Plante Moran – Audit Report**. Mr. Brickey and Ms. Shea provided an overview of the Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2015. One concern discussed was regarding material weaknesses. Mr. Brickey and Ms. Shea suggested multiple levels of review would help to avoid material weaknesses but not a major concern.

The Treasurer/Comptroller stated the part-time accounting clerk's last day will be this Friday. There was a consensus of the Committee to authorize hiring a part-time replacement at a cost not to exceed present cost.

The City Clerk was asked to add OPEB bonds to the Committee-of-the-Whole.

Motion by McConaghy, seconded by Granger, regarding the audit report, that the Committee-of-the-Whole recommend City Council accept the Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2015.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, Novitke, Shetler
No: None
Absent: Ketels

The Chair declared a recess at 8:54 p.m., and reconvened at 8:58 p.m.

Under New Business:

- The City Administrator provided an overview regarding Harper Woods fire services and discussed concerns regarding the numerous calls requested under the Mutual Aid Agreement. There was a consensus of the Committee that the City Administrator address options to eliminate or reduce the number of mutual aid services provided to Harper Woods, which may include stopping services at I-94, charge a fee to Harper Woods, ask the City Attorney to determine whether homeowner's insurance could pay the fee, provide statistics, and talk to the other Grosse Pointe Chiefs.
- Parking on Beaufait was briefly discussed.

Motion by Granger, seconded by Bryant, that the meeting of the Committee-of-the-Whole be adjourned at 9:37 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

approved by
Commission 11-10-15

RECEIVED

OCT 14 2015

CITY OF GROSSE POINTE WOODS

Citizens' Recreation Commission Meeting Minutes

Meeting of the Citizens' Recreation Commission held on October 13, 2015 at
Grosse Pointe Woods, Michigan 48236.

CALL TO ORDER: 7:05 pm.

PRESENT:

Bill Babcock
Gib Heim
Tom Jerger
Mark Miller
Mike Moore
Mike Soviak
Amanda York

ABSENT

Barb Janutol

ALSO PRESENT:

Todd McConaghy and George R. McMullen Jr.

Motion was made to accept the minutes from September 8, 2015 by Mark Miller
and seconded by Tom Jerger

Motion passed by the following vote:

Yes: Babcock, Heim, Jerger, Miller, Moore, Soviak and York

No: None

Absent: Janutol.

COUNCIL MEETING REPORT:

Councilmember McConaghy reported the following:

1. Council approved the CRC request for \$3,000 for the Winterfest
2. Council approved a request from the Grosse Pointe Woods Foundation to begin fundraising for a miniature golf course at Lake Front Park.
3. Council approved changes to park pass guest privileges, Lake Front Park group permits and Lake Front Park gazebo rental. (See Supervisor's report, below, for details)

SUPERVISOR'S REPORT:

Ms. Byron reported the following:

1. Changes to Park Pass Policies:

- a. 2016 park passes will be valid from January 1 to December 31. Currently, park passes expire on May 1. Applications for 2016 park passes will be accepted later this year. Information and application procedures will be published in the next Update.
 - b. 2016 park passes will have a total of 15 "guest punches." Residents will also be allowed 1 guest per pass (without a punch) on Monday – Friday during the summer. No guests without a punch on weekends during the summer. Residents will be allowed 1 guest per pass (without a punch) every day during the winter.
 - c. Lake Front Park will allow up to 6 group permits per day. Group permits allow 25 guests. Residents are allowed 1 group permit per season.
 - d. 2016 park passes will be issued to residents age 8 and up. Park passes were formerly issued to residents age 6 and up.
2. Gazebos at Lake Front Park
- a. Gazebos will now be rented for full days only. Previously, gazebos could be rented for half-days, which often created problems when groups did not wish to leave the gazebo when their time expired. The fee for a full day rental is \$50.
 - b. The 2 small gazebos on the boardwalk will not be rented. Previously, groups renting these small gazebos would also occupy the boardwalk, which interfered with others wishing to walk on the boardwalk.
 - c. An additional barbeque is being considered for the large picnic shelter. This would allow residents the option of renting one half of the large picnic shelter (\$50) or the entire gazebo (\$100).
3. Hob Nobbin' with Goblins is scheduled for October 16. 500 residents and 200 non-residents have purchased tickets for this event. Additional tickets are available for residents. No addition non-resident tickets will be sold.
4. The hockey rink at Ghesquiere Park is now open. In the winter, rink will be flooded for ice skating.

PEARCH DERBY

- 1. The CRC discussed changing the date of the Perch Derby in order to increase participation. The Perch Derby has been held in mid-June and it is believed that conflicts with Little League, soccer, swim team, etc. caused a decline in attendance. The other Pointes hold their fishing derbies later in the summer and enjoy larger attendance.

MOTION by Mark Miller, seconded by Gib Heim, to schedule the 2016 Perch Derby on either July 23 or July 30, with the date to be selected by the City

Council to avoid conflict with Music on the Lawn. (The Perch Derby and Music on the Lawn require the use of the city's tents and cannot be held on the same day)

Motion passed by the following vote:

Yes: Babcock, Heim, Jerger, Miller, Moore, Soviak and York

No: None

Absent: Janutol.

2. **MOTION FOR IMMEDIATE CONSIDERATION** by Amanda York, seconded by Gib Heim, to request that the City Council immediately consider the Motion regarding the date of the 2016 Perch Derby. Immediate consideration is required to allow the date of the 2016 Perch Derby to be included on the city calendar which will be published very soon.

Motion passed by the following vote:

Yes: Babcock, Heim, Jerger, Miller, Moore, Soviak and York

No: None

Absent: Janutol.

3. MOTION by Amanda York, seconded by Tom Jerger, to request that the City Council release \$2,000 from the CRC budget for the 2016 Perch Derby. The funds will be used for food, t-shirts, prizes and other Derby expenses.

Motion passed by the following vote:

Yes: Babcock, Heim, Jerger, Miller, Moore, Soviak and York

No: None

Absent: Janutol.

OLD BUSINESS:

1. Winter Fest will be held January 30, 2016. Amanda York and Bill Babcock, with the assistance of former member Joe Dansbury, will begin to solicit donations to be used as prizes. Ms. Byron will bring a list of local businesses to the next meeting so that additional assignments can be made regarding soliciting donations and to avoid duplication of donation requests.
2. Amanda York raised the issue of playscape equipment for toddlers. Current equipment is not suitable for toddlers. Ms. Bryon will provide information regarding possible vendors for such equipment and Ms. York will continue to research the issue.



NEW BUSINESS:

1. Discussion was held regarding candidates for the 2 open seats on the CRC. Bill Babcock will contact the residents who previously submitted applications to determine if they are still interested. Ms. Byron will invite additional applicants by way of an "E-blast." New applications will be reviewed at the November meeting.
2. Mike Moore has agreed to remain on the CRC until a replacement has been chosen.

Meeting Adjourned at 8:10 p.m.

The next regularly scheduled meeting will be at 7:00 p.m. on **Tuesday, November 10, 2015 in the conference room at City Hall.**

Respectfully submitted by:

Mark Miller, acting Secretary

approved by Commission
11-12-15

RECEIVED

7D

OCT 15 2015

City of Grosse Pointe Woods Historical Commission Minutes

20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

CITY OF GROSSE PTE. WOODS

Conference Room at City Hall

October 8, 2015

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:36 p.m. by Chairperson Phil Whitman.

2. Roll Call

Present: Del Harkenrider, Suzanne Kent, Lynne Millies, Becky Veitengruber, Phil Whitman, Giles Wilborn

Also Present: Council Representative Art Bryant

Excused: Mary Kaye Ferry, Shirley Hartert, John Parthum

Unexcused: Sean Murphy

Motion made by Veitengruber to amend the agenda to include moving the October 8th meeting from Conference room location to Jury room at city hall. Seconded by Kent. Ayes: all. Motion carried.

Motion made by Harkenrider to officially change the location of the October 8th meeting from Conference room to Jury room. Millies seconded. Ayes: all. Motion carried.

3. Approval of Agenda

Motion by Wilborn, seconded by Kent, to approve the agenda, for October 8th, 2015. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Veitengruber, seconded by Kent, to amend September minutes- changing Harkenrider's absence from unexcused to excused. Ayes: all. Motion carried.

Motion by Millies, seconded by Kent, to approve the September 10th, 2015 minutes, as amended. Ayes: all. Motion carried.

5. Items

A. *Report of Treasurer:* No report.

B. Cook Schoolhouse Project

1. Sunday October, 11th is the final Open House for the 2015 calendar year. Harkenrider, Veitengruber, and Whitman will host.

2. Open House- September 19th, about 124 visitors and \$44 in donations received.

Motion by Harkenrider for commission member to seek reimbursement for supplies tabled.

C. Commission Membership

There is one vacancy on the commission.

D. MORSA Hosting

The commission is awaiting confirmation from MORSA whether or not we are hosting the May 2016 event.

6. New Business

No new business to report.

7. Public and Commissioner Comments

None at this time.

8. Adjournment

The meeting adjourned at 8:12 p.m.

Respectfully submitted:

Becky Veitengruber, Secretary

The next meeting of the Grosse Pointe Woods Historical Commission will take place on November 12th, 2015 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

approved by
Commission 10-8-15

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
September 10, 2015

RECEIVED

OCT 15 2015

CITY OF GROSSE PTE. WOODS

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:36 p.m. by Chairperson Phil Whitman.

2. Roll Call

Present: Mary Kaye Ferry, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Becky Veitengruber, Phil Whitman, Giles Wilborn

Also Present: Council Representative Art Bryant

~~Unexcused: Del Harkenrider~~

Excused: Del Harkenrider

3. Approval of Agenda

Motion by Veitengruber, seconded by Ferry, to approve the agenda, for September 10, 2015, as amended. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Millies, seconded by Kent, to approve the August 13, 2015 minutes, as presented. Ayes: all. Motion carried.

5. Items

A. **Report of Treasurer:** Parthum reported that the balance of the commission is \$1,712.00 and the balance of Cook Schoolhouse Project is \$4,606.00.

B. **Cook Schoolhouse Project**

1. Ferry and Parthum met with Joe Ahee and Nicole about maintenance on the schoolhouse, they happily noted that towel and soap dispensers were added to the kitchen and the city is making an attempt to maintain the building.

2. Open House- July 18th, 17 visitors and \$1 in donations received. The final two open house events for the season are as follows:

September 19th, 5-7 p.m. to coincide with Fall Fest.

October 11, 12-2 p.m. to coincide with Farmer's Market.

C. Commission Membership

There is one vacancy on the commission.

D. Flag Retirement

1. Hartert reported that attendance was up compared to last year. (This year, there were approximately 20 attendees, including commission members.)
2. Commission discussed possibly purchasing a sign or banner to announce ceremony. Quotes will be gathered and presented at a future meeting.

6. Old Business

MORSA- Ferry reported that our city council has approved hosting of MORSA on May 21st, 2016. Ferry is awaiting confirmation of our hosting, from MORSA. Kent has contacted the Edsel and Eleanor Ford Estate and they are tentatively holding a reservation for this date for us.

7. New Business

A. The calendar for 2016 Open House and Flag Retirement Ceremony have been set.

Motion by Hartert, seconded by Veitengruber, to have the 2016 Cook School open houses on the following dates and times:

- Saturday, June 11 from 12-2 p.m.
- Saturday, July 16 from 12-2 p.m.
- Saturday, September 17 from 5-7 p.m.
- Sunday, October 9 from 12-2 p.m.

And Flag Retirement on Saturday, June 11, 3:00 p.m. cutting and 4:00 p.m. ceremony at Ghesquiere Park.

Ayes: all. Motion carried.

B. Parthum reported that the *Update* publication for this Nov./Dec. has an article submission due date, fast approaching. Parthum will submit a photo of the schoolhouse and an article, to

commemorate the schoolhouse's 125th birthday.

C. Wednesday, September 16th, GPHS is hosting a lecture that is part of the Dr. Bicknell Educational Lecture Series, at 7:30 p.m.

8. Public and Commissioner Comments

None at this time.

9. Adjournment

The meeting adjourned at 8:49 p.m.

Respectfully submitted:

Becky Veitengruber, Secretary

The next meeting of the Grosse Pointe Woods Historical Commission will take place on October 8th, 2015 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woo

Approved by Commission
11-17-15

7E

Senior Citizens' Commission
September 12, 2015

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON SATURDAY, SEPTEMBER 12, 2015 AT THE LAKE FRONT PARK, 23000 EAST JEFFERSON, ST. CLAIR SHORES, MI 48080

Chairperson Gattari called the meeting to order at 2:00 pm.

Commission Members: Gattari, Maier, Motschall, Palen, Strek, Uhlig, Wehrmann, Witt
Also in Attendance: Shetler
Absent: Hyduk, Kypros, Norris (?), Thornton

RECEIVED

SEP 16 2015

CITY OF GROSSE PTE. WOODS

APPROVAL OF MINUTES:

Motion by Maier, seconded by Strek, to approve the minutes of the Senior Citizens' Commission meeting held on July 21, 2015. Said motion passed.

CHAIRPERSON'S REPORT: Gattari reported Kathleen Norris, Grosse Pointe Woods Senior Coordinator was informed by her supervisor, Nicole Byron, Grosse Pointe Woods Park and Recreation, that Norris role is no longer able to support the Senior Commission. This decision was approved by Byron's supervisor, Al Finch, Grosse Pointe Woods City Administrator. Rich Shelter will reach out to Byron and Finch to clarify the role of the Grosse Pointe Woods Senior Coordinator.

Gattari distributed notes from the Leisure Interest Survey subcommittee, which Maier described in detail. See attached notes from GPW Survey meeting. The subcommittee met to review results from the survey. After analyses the survey results, the subcommittee suggested the need for increased communication between the seniors and local community resources are needed. The information the seniors requested ie: Medicare information and rowing classes are most likely provided by a variety of community resources. The resources would be linked to the seniors in a variety of ways such as Eblasts, submitting an article to Grosse Pointe Woods Newsletter, linking programs/activities that are offered to the Grosse Pointe Woods City website. The subcommittee will work on brainstorming appropriate links of resources throughout the community to possibly add to the Senior Commission webpage on the Grosse Pointe Woods City website. Witt also provided a breakdown of the ages of seniors who completed the survey. Out of approximately 387 seniors reported their age. The percentage ages: 30% aged 60-64, 20% aged 65-69, 19% aged 70-74, 13% aged 75-79, 11% 80-84, and 7% aged 85 plus. Palen suggested having an Educational symposium the 1st quarter in 2016 and using the committee resources to present at the symposium.

Gattari reported new officers must be voted in for 2016. Gattari asked that committee members consider positions. Will further discuss open positions at Senior Commission Meeting scheduled for November 17th.

TREASURE'S REPORT: Wehrmann reported the balance in the Carry-Forward balance as of August 31, 2015 is \$3,335.00. See attached Treasurer's Report.

COUNCIL REPRESENTATIVE REPORT: Shetler provided an overview of what has been happening at City Council. Shetler reported it has been a quiet summer. Road construction is going well and all concrete is expected to be poured by the third week of October.

COMMUNITY REPRESENTATIVE/SENIOR CLUB REPORT: No report.

SOC REPORT: Uhlig reported Flu Shot Clinics will be held at SOC on Wednesday, October 8th and Friday, October 23rd from 9:30 to 3:30 pm. Medicare Open enrollment is October 15th through December 7th, Medicare/Medicaid Assistance Counselors will be available to assist seniors, who are in need of help enrolling. Contact SOC for more information or to schedule an appointment. The SOC Auction will be held on October 15th at the Grosse Pointe Yacht Club.

NEW BUSINESS: Gattari asked that the committee consider offering seniors the option of a walk before the picnic and ice cream social events in 2016 to promote health and fitness. Maier suggested having a fitness instructor lead the walk, such as Carol Piper, Low Impact Aerobics Instructor or Jill Doughty, chair yoga instructor at Grosse Pointe Woods Community Center. Gattari suggested to the commission members to consider changing commission meeting in May prior to the Ice Cream social and Senior Picnic. Commission will discuss at November 17th meeting. Gattari asked for members to assist at the Grosse Pointe Woods Senior Commission Table at the Senior Expo on Thursday, October 8th from 9 to 1 pm. Uhlig offered to have SOC volunteers assist at the table and to pick up tablecloth along with any flyers from Grosse Pointe Woods City Hall.

OLD BUSINESS: No report.

ADJOURNMENT:

Motion by Wehrmann, seconded by Motshall, that the meeting adjourn at 2:30 pm. Said motion passed.

The next meeting of the Senior Citizens' Commission will be held on November 17, 2015 at 7 pm at Grosse Pointe Woods Community Center.

Respectfully submitted,
Heidi Uhlig
SOC Representative

8A

RECEIVED

DEC 02 2015

CITY OF GROSSE PTE. WOODS

**CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440**

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220

Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Amanda Johnson Birth Date:

Home address: 30869 Cherry Hill Rd. Telephone: 734 765 5027
Westland MI 48186 Driver's License No. _____

Business Name: atlit Premium Telephone: 734 422 7000

Business Address: 30900 Ford Advantage
Rd. Suite F Garden City 48135

Description of Business: at2t marketing of Home Services

Assistants: Jason McCree 15353 Launder 48227 7/22/80

Name	Address	Date of Birth
Jash oldt	8856 Elmhurst 48170	1/10/93
Name	Address	Date of Birth

Name	Address	Date of Birth
------	---------	---------------

If vehicle used, describe: 2006 Lexus LS 430 DJE 9789
 Year Make Type License #

Other cities served: Grassie Tle, Southfield, Romulus, Dearborn Hts.

Years previously licensed in Grosse Pointe Woods: None _____ 20 _____ 20 _____ 20 _____ 20 _____

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.

NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

LICENSE: The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: Armando N. Lopez Date: 12/1/15

State of Michigan)
County of Wayne) ss.

Acknowledged by Ashley Sanders
before me on the 2 day of December 2015

Signature of Notary Public
My Commission expires: 5/3/20

ASHLEY KAREN SANDERS
Notary Public - Michigan
Wayne County
My Commission Expires May 3, 2020
Acting in the County of Wayne

Approve Deny
 Public Safety: Deny
 City Clerk: [Signature]
 Council Action: _____

 Plate No.: _____
 Date Issued: _____
 By: _____

RECEIVED

DEC 01 2015

CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440

CITY OF GROSSE PTE. WOODS

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220

Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Daniel Ray Gould Birth Date: 07-11-1984

Home address: 52868 Schafers Run Ct Telephone: 586 381-0641

Chesterfield Twp. MI 48051 Driver's License No. _____

Business Name: Iowa Steak Co. Telephone: (248) 596-9910

Business Address: 44485 Grand River Novi, MI 48375

Description of Business: Food Service Door-to-Door

Assistants: ROY HARBIN 25535 FRIAR LN 07-11-1984

Name Address Date of Birth

SOUTHFIELD, MI 48034

Name Address Date of Birth

Name Address Date of Birth

If vehicle used, describe: 2014 Ford F-150 DN820

Year Make Type License #

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None N/A 20____ 20____ 20____ 20____

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.

NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

LICENSE: The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: Daniel Gould Date: 12/1/15

State of Michigan)
 County of Wayne) ss.

Acknowledged by Daniel Ray Gould
 before me on the 1st day of Dec, 2015

[Signature]
 Signature of Notary Public
 My Commission expires: 08-24-18

	Approve	Deny
Public Safety:	<u>X</u>	<u>Deny</u>
City Clerk:	<u>[Signature]</u>	
Council Action:		
Plate No.:		
Date Issued:		
By:		

STATE OF MICHIGAN JUDICIAL DISTRICT 3rd JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. 15-015519-AA
--	-----------------------	--------------------------

Court address

Court telephone no.

(313) 224-2365

Plaintiff's name(s), address(es), and telephone no(s). Matthew R. Willson 1907 Lancaster Grosse Pointe Woods, MI 48236
Plaintiff's attorney, bar no., address, and telephone no. Matthew R. Willson (P68557) 1907 Lancaster Grosse Pointe Woods, MI 48236 248-521-9470

v

Defendant's name(s), address(es), and telephone no(s). City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236
--

RECEIVED
DEC 11 2015
CITY OF GROSSE POINTE WOODS

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
--------	----------------------	-------------

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.**Family Division Cases**☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

General Civil Cases☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Place where action arose or business conducted	

Date 12/9/15Signature of attorney/plaintiff Matthew R. Willson

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

MATTHEW R. WILLSON,

Plaintiff,

v.

Case No. 15-015519 -- AA
Hon.

CITY OF GROSSE POINTE WOODS, a Michigan
municipal corporation,

Defendant.

15-015519-AA

FILED IN MY OFFICE
WAYNE COUNTY CLERK
12/1/2015 7:48:41 AM
CATHY M. GARRETT

MATTHEW R. WILLSON (P68557)
1907 Lancaster Street
Grosse Pointe Woods, MI 48236
In pro per Plaintiff
248-521-9470
Matthewwillson13@icloud.com

COMPLAINT

There is no other pending or resolved civil action
arising out of the same transaction or occurrence
alleged in this Complaint.

This is an action under the Michigan Freedom of Information Act ("FOIA"), Michigan
Public Act 442 of 1976, MCL 15.231 *et seq*, resulting from the Grosse Pointe Woods City
Council's denial of Plaintiff's appeal of excessive FOIA fees. This action seeks a declaratory
judgment determining that the Defendant required an excessive fee in violation of FOIA and its
own publicly available procedures, and further seeks compensatory, punitive and other
equitable relief.

Accordingly, now comes the Plaintiff herein, MATTHEW R. WILLSON, *in pro per*, and
states to this Honorable Court as follows:

Parties, Jurisdiction, and Burden of Proof

1. That Plaintiff is a resident of the City of Grosse Pointe Woods, County of Wayne, State of Michigan.

2. That Defendant is the City of Grosse Pointe Woods, a municipality located in the County of Wayne, State of Michigan.

3. That pursuant to MCL 15.240a, this Court has jurisdiction over actions arising out of excessive FOIA fees charged by public bodies.

4. That pursuant to MCL 15.240a, venue of this action is properly in the Wayne County Circuit Court.

5. That pursuant to MCL 15.240a, the burden of proof is on the Defendant, City of Grosse Pointe Woods, to establish that the required fees comply with its publicly available procedures and guidelines and FOIA.

GENERAL ALLEGATIONS

6. That Plaintiff re-alleges Paragraphs 1-5 of his Complaint as though fully set forth herein.

7. That on or about October 2, 2015, Plaintiff filed a FOIA request (Exhibit 1) seeking certain documents related to the reconstruction of Lancaster Street in the City of Grosse Pointe Woods.

8. That on or about October 13, 2015, Defendant demanded that Plaintiff pay a fee of \$71.80 ("FOIA Fee") for fulfilling Plaintiff's FOIA request, which consisted of a total of 9 standard sized sheets of paper. (Exhibit 2 and 3).

9. That the FOIA Fee was excessive, in that it was based the clearly fraudulent claim that it required between 30 and 45 minutes of labor to make 9 standard sized photocopies.

(Section 1 of the Freedom of Information Act Request Detailed Cost Itemization, attached as Exhibit 3).

10. That the FOIA fee was excessive, in that it charged the \$103 per hour wage of a non-employee engineering consultant to locate the documents, and not the wage of the lowest paid employee capable of locating the documents, as is required by FOIA. (Section 2 of the Freedom of Information Act Request Detailed Cost Itemization, attached as Exhibit 3).

11. That FOIA Fee was excessive, in that the Defendant failed to demonstrate that the labor necessary to locate the documents resulted in it having to bear unreasonably high costs, as required by FOIA.

12. That on or about October 14, 2015, Plaintiff appealed the FOIA fee to the Grosse Pointe Woods City Council (Exhibit 4).

13. That on or about October 20, 2015, Plaintiff received notice that the Grosse Pointe Woods City Council had unanimously denied the appeal and upheld the FOIA fee. (Exhibit 5)

Count I

FREEDOM OF INFORMATION ACT EXCESSIVE FEE VIOLATION
FRAUDULENT ASSESSMENT OF LABOR COSTS FOR COPYING
(MCL 15.231 et seq)

14. That Plaintiff re-alleges Paragraphs 1-13 of his Complaint as though fully set forth herein.

15. That FOIA provides in MCL 15.234(1)(e) that a public body may charge for labor costs **directly** associated with making photocopies of FOIA documents, "in time increments of

the public body's choosing; however, all partial time increments shall be rounded down.”(bold added)

16. That Defendant elected to charge in time increments of 15 minutes for labor costs for copying Plaintiff's FOIA documents.

17. That the Defendant charged Plaintiff with two 15 minute increments as labor cost for copying documents.

18. That by charging two 15 minute increments, Defendant asserts that it took more than 30 minutes, but less than 45 minutes to copy the 9 pages responsive to Plaintiff's FOIA request.

19. That Plaintiff asserts that it took nearly 5 minutes per page to make copies of the nine pages responsive to Plaintiff's FOIA request.

20. That Plaintiff's charges for labor cost for copying are based on a fraudulent claim of the amount of time Plaintiff spent making 9 photocopies, and that such fraudulent charges are not authorized by FOIA.

WHEREFORE, Plaintiff prays for judgment finding that Defendant has violated the FOIA statute by charging Defendant excessive labor fees, to reduce such labor fees to zero, and award to Plaintiff the reasonable fees, costs and disbursements which he has incurred.

Count II

FREEDOM OF INFORMATION ACT EXCESSIVE FEE VIOLATION
LABOR COSTS TO LOCATE DOCUMENTS
(MCL 15.231 et seq)

21. That Plaintiff re-alleges Paragraphs 1-20 of his Complaint as though fully set forth herein.

22. That FOIA, MCL 15 234(1)(a), only allows a public agency to charge for labor to locate documents at a rate equal to the wage of the **lowest paid employee** capable of finding the document, **regardless** of whether such lowest paid employee actually performs the labor.

23. That Defendant charged Plaintiff a rate of \$103 per hour to locate documents for his FOIA request (Exhibit 3)

24. That the \$103 rate charged to Plaintiff for locating documents was the rate of an engineering consultant.

25. That said engineering consultant is not an employee of Defendant, and therefore charging Plaintiff his rate for locating documents is not authorized by FOIA.

26. That \$103 per hour, or approximately \$215,000 annually, is not the rate of the lowest paid employee capable of locating the documents and therefor charging such a rate is not authorized by FOIA.

WHEREFORE, Plaintiff prays for judgment finding that Defendant has violated the FOIA statute by charging Defendant excessive labor fees, to reduce such labor fees to zero, and award to Plaintiff the reasonable fees, costs and disbursements which he has incurred.

Count III

FREEDOM OF INFORMATION ACT EXCESSIVE FEE VIOLATION NO UNREASONABLY HIGH COSTS TO THE DEFENDANT (MCL 15.231 et seq)

27. That Plaintiff re-alleges Paragraphs 1-26 of his Complaint as though fully set forth herein.

28. That FOIA provides in MCL15.234(3) that a public body cannot charge a fee for labor costs to locate documents unless, "unless failure to charge a fee would result in

unreasonably high costs to the public body because of the nature of the request in the particular instance, and the public body specifically identifies the nature of these unreasonably high costs.”(bold added)

29. That the Defendant failed to show that it had suffered unreasonably high costs as a result of finding and copying the 9 pages that were responsive to Plaintiff’s FOIA request.

WHEREFORE, Plaintiff prays for judgment finding that Defendant has violated the FOIA statute by charging Defendant excessive labor fees, to reduce such labor fees to zero, and award to Plaintiff the reasonable fees, costs and disbursements which he has incurred.

Count IV

FREEDOM OF INFORMATION ACT EXCESSIVE FEE VIOLATION ARBITRARY AND CAPRICIOUS VIOLATION (MCL 15.231 et seq)

30. That Plaintiff re-alleges Paragraphs 1-26 of his Complaint as though fully set forth herein.

31. That even the most basic review of Plaintiff’s October 14 appeal of the FOIA Fee to Defendant’s City Council would have shown that the labor for copying fee was based on the clearly fraudulent assertion that it took 30 to 45 minutes to photocopy 9 pages.

32. That even the most basic review of Plaintiff’s October 14 appeal of the FOIA Fee to Defendant’s City Council would have shown that the fee for labor for locating the documents was based the \$103 hourly rate of a non-employee engineering consultant and not the lowest paid employee capable of finding the documents, as provided by FOIA.

33. That even the most basic review of Plaintiff’s October 14 appeal of the FOIA Fee to Defendant’s City Council would have shown that Defendant had not established that it had

suffered unreasonably high costs as a result of fulfilling Plaintiff's 9 page FOIA request, and that Defendant was thereby prohibited from charging any labor fees by FOIA.

34. That the Defendant's City Council neglected to perform even the most basic review of Plaintiff's October 14 appeal of the FOIA fee and instead arbitrarily and capriciously denied the appeal and upheld the FOIA Fee in its entirety.

WHEREFORE, Plaintiff prays that this Court enter a judgment finding that Defendant's actions were arbitrary and capricious, ordering the Defendant to pay a civil fine in the amount of \$500, and awarding the Plaintiff punitive damages in the amount of \$500 pursuant to MCL 15.240a(7).

Count IV

FREEDOM OF INFORMATION ACT EXCESSIVE FEE VIOLATION

FAILURE TO COMPLY WITH ACT-CIVIL FINE

(MCL 15.231 et seq)

35. That Plaintiff re-alleges Paragraphs 1-35 of his Complaint as though fully set forth herein.

36. That FOIA provides in MCL 15.240b that, "If the court determines, in an action commenced under this act, that a public body willfully and intentionally failed to comply with this act or otherwise acted in bad faith, the court shall order the public body to pay, in addition to any other award or sanction, a civil fine of not less than \$2,500.00 or more than \$7,500.00 for each occurrence." (Bold added)

37. That there were four occurrences of Defendant acting in bad faith.

38. That the first occurrence of the Defendant acting in bad faith was when it charged Plaintiff FOIA Fees based on a fraudulent claim that it took between 30 and 45 minutes for it to make 9 photocopies.

39. That the second occurrence of the Defendant acting in bad faith was when it charged Plaintiff \$103 per hour to locate documents.

40. That the third occurrence of Defendant acting in bad faith was when it charged labor fees to Defendant, without showing that the 9 pages contained in the response to Plaintiffs FOIA request constituted a unreasonable fee to the Defendant, as required by FOIA

39. That the fourth occurrence of the Defendant acting in bad faith is by it stubbornly ignoring the overwhelming evidence that it violated FOIA and compelling Plaintiff to bring this action.

WHEREFORE, Plaintiff prays that this Court enter a judgment finding that Defendant's actions were in bad faith, and ordering the Defendant to pay a civil fine in the amount of between \$2,500 and \$7,500 for each of the four occurrences, \$10,000 to \$30,000 in total.

Respectfully submitted
/s/MATTHEW R. WILLSON
MATTHEW R. WILLSON (P68557)
Plaintiff, *in pro per*
248-521-9470
Matthewwillson13@icloud.com

Dated: November 27, 2015

15-015519-AA
FILED IN MY OFFICE
WAYNE COUNTY CLERK
12/1/2015 7:48:41 AM
CATHY M. GARRETT

EXHIBIT 1

Re: Lancaster Road Construction

October 02, 2015 at 12:48 PM

From matthewwillson13@icloud.com

To blbwlaw@yahoo.com

Cc afincham@gpwmil.us, donberschback@yahoo.com

Mr. Berschback,

It seems that we need to clarify the facts. Your letter of September 28, 2015 asserts that "some type of road access" was maintained for the residents of the south side of Lancaster Street for "the vast majority of the time." My recollection is that the City removed the driveway approaches, completely denying access to the roadway for more than three weeks.

Pursuant to the Michigan Freedom of Information Act, I hereby request any construction records or other documents which indicate when the driveway approaches were removed on the south side of Lancaster, and when these approaches were replaced. I further request a copy of the letter sent by Director of Public Services Ahee, which stated that residents would not be able to access their driveways.

Regards,
Matthew Willson

Sent from my iPhone

On Sep 28, 2015, at 3:54 PM, Berschback, Ethridge <blbwlaw@yahoo.com> wrote:

Dear Mr. Willson:

Please see attached letter regarding the above captioned matter. Thank you.

Charles T. Berschback
Law Offices
24053 Jefferson Avenue
St. Clair Shores, MI 48080
586.777.0400 / 0430 fax
blbwlaw@yahoo.com
<GPW - L Willson re. Lancaster 09.28.15.pdf>

EXHIBIT 2

City: Keep original and provide copies of both sides of each sheet, along with Public Summary, to requestor at no charge.

City of Grosse Pointe Woods, Wayne County
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Phone: (313) 343-2440

Detailed Cost Itemization

\$ 71.80

Freedom of Information Act Request Detailed Cost Itemization

Date: 10/13/15

Prepared for Request No.: CC-19/Matthew Willson

Date Request Received: 10/05/15

The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the City's FOIA Policies and Guidelines.

1. Labor Cost for Copying / Duplication

This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.

This shall not be more than the hourly wage of the City's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in ____-minute time increments as set by the City board (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ 38.80

OR

Multiply the hourly wage by the percentage multiplier: 50% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ 9.70

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by ____-minute increments, and round down. Enter below:

Number of increments

x 2 = \$ 19.40

1. Labor Cost

2. Labor Cost to Locate:

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. This fee is being charged because failure to do so will result in unreasonably high costs to the City that are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

The City will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in ____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ 103.00

Charge per increment: \$ 25.75

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: 50% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: _____, divide by ____-minute increments, and round down. Enter below:

Number of increments

x 2 = \$ 51.50

2. Labor Cost

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a City employee. If contracted, use No. 3b instead).

The City will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the City that are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a City employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the City's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in _____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ _____

Charge per Increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____
Multiply the hourly wage by the percentage multiplier: 50%
(up to 50% of the hourly wage) and add to the
hourly wage for a total per hour rate.

OR

Charge per Increment: \$ _____

☐ Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes; _____, divide by _____-minute increments, and round down. Enter below:

Number of
Increments

3a.
Labor Cost

x _____ = \$ _____

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The City will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the City that are excessive and beyond the normal or usual amount for those services compared to the City's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As this City does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of \$48.90 (currently \$8.15).

Name of contracted person or firm: _____

These costs will be estimated and charged in _____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Cost Charged: \$ _____

Charge per Increment: \$ _____

To figure the number of increments, take the number of minutes; _____, divide by _____-minute increments, and round down to: _____ increments. Enter below:

Number of
Increments

3b.
Labor Cost

x _____ = \$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): .10 cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): .10 cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies must be calculated as a total cost per sheet of paper. The fee cannot exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A City must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of
Sheets:

x 9 = \$ 0.90
x _____ = \$ 0.00

Costs:

x _____ = \$ 0.00

No. of Items:

x _____ = \$ 0.00

4. Total
Copy Cost

\$ 0.90

5. Mailing Cost:

The City will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The City may charge for the least expensive form of postal delivery confirmation.
- The City cannot charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
\$ _____ per pound
\$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

Number of
Envelopes or
Packages:

x _____ = \$ 0.00

x _____ = \$ 0.00

x _____ = \$ 0.00

x _____ = \$ 0.00

x _____ = \$ 0.00

x _____ = \$ 0.00

Costs:

5. Total
Mailing Cost

\$ 0.00

☐ * Requestor has requested expedited shipping or insurance

6a. Copying/Duplicating Cost for Records Already on City's Website:

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, the City will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): .10 cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): .10 cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per item: _____

☐ Requestor has stipulated that some / all of the requested records that are already available on the City's website be provided in a paper or non-paper physical digital medium.

Number of
Sheets:

x _____ = \$ 0.00
x _____ = \$ 0.00

x _____ = \$ 0.00

No. of Items:

x _____ = \$ 0.00

6a. Web
Copy Cost
\$ 0.00

6b. Labor Cost for Copying/Duplicating Records Already on City's Website:

This shall not be more than the hourly wage of the City's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in _____-minute time increments (i.e.: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____
Multiply the hourly wage by the percentage multiplier: _____ %
and add to the hourly wage for a total per hour rate.

OR

Charge per increment: \$ _____

The City may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

☐ Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of
Increments

x _____ = \$ _____

6b. Web
Labor Cost

6c. Mailing Cost for Records Already on City's Website:

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____
*Expedited Shipping or Insurance as Requested: \$ _____

☐ * Requestor has requested expedited shipping or insurance

Number:

x _____ = \$ 0.00

x _____ = \$ 0.00

x _____ = \$ 0.00

x _____ = \$ 0.00

6c. Web
Mailing Cost
\$ 0.00

Subtotal Fees Before Waivers, Discounts or Deposits:

Estimated Time Frame to Provide Records:

(days or date)

The time frame estimate is nonbinding upon the City, but the City is providing the estimate in good faith. Providing an estimated time frame does not relieve the City from any of the other requirements of this act.

<input type="checkbox"/>	Cost estimate
<input checked="" type="checkbox"/>	Bill

1. Labor Cost for Copying:

\$ 19.40

2. Labor Cost to Locate:

\$ 51.50

3a. Labor Cost to Redact:

\$

3b. Contract Labor Cost to Redact:

\$

4. Copying/Duplication Cost:

\$ 0.80

5. Mailing Cost:

\$ 0.00

6a. Copying/Duplication of Records on Website:

\$ 0.00

6b. Labor Cost for Copying Records on Website:

\$

6c. Mailing Costs for Records on Website:

\$ 0.00

Subtotal Fees:

\$ 71.80

Waiver: Public Interest

A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the City determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.

☐ All fees are waived **OR** ☐ All fees are reduced by: _____ %Subtotal Fees
After Waiver:

\$ _____

Discount: Indigence

A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:

1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR

2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:

(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR

(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

☐ Eligible for Indigence DiscountSubtotal Fees
After Discount
(subtract \$20):

\$ _____

Discount: Nonprofit Organization

A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:

(i) Is made directly on behalf of the organization or its clients.

(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.

(iii) Is accompanied by documentation of its designation by the state, if requested by the City.

☐ Eligible for Nonprofit DiscountSubtotal Fees
After Discount
(subtract \$20):

\$ _____

<p>Deposit: Good Faith The City may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p>	<p>Date Paid: _____</p>	<p>Deposit Amount Required: \$ _____</p>
<p>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full After a City has granted and fulfilled a written request from an individual under this act, if the City has not been paid in full the total amount of fees for the copies of public records that the City made available to the individual as a result of that written request, the City may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <ul style="list-style-type: none"> (a) The final fee for the prior written request was not more than 105% of the estimated fee. (b) The public records made available contained the information being sought in the prior written request and are still in the City's possession. (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. (d) Ninety (90) days have passed since the City notified the individual in writing that the public records were available for pickup or mailing. (e) The individual is unable to show proof of prior payment to the City. (f) The City calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit. <p>A City can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <ul style="list-style-type: none"> (a) The individual is able to show proof of prior payment in full to the City, OR (b) The City is subsequently paid in full for the applicable prior written request, OR (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the City. 	<p>Date Paid: _____</p>	<p>Percent Deposit Required: _____%</p> <p>Deposit Required: \$ _____</p>
<p>Late Response Labor Costs Reduction If the City does not respond to a written request in a timely manner as required under MCL 15.235(2), the City must do the following:</p> <ul style="list-style-type: none"> (a) Reduce the charges for labor costs otherwise permitted by 5% for each day the City exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies: <ul style="list-style-type: none"> (i) The late response was willful and intentional, OR (ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page. 	<p>Number of Days Over Required Response Time: _____</p> <p>Multiply by 5% = Total Percent Reduction: _____</p>	<p>Total Labor Costs \$ _____</p> <p>Minus Reduction \$ _____</p> <p>= Reduced Total Labor Costs \$ _____</p>
<p>The Public Summary of the City's FOIA Procedures and Guidelines is available free of charge from: Website: www.gpwmf.us Email: lhathaway@gpwmf.us Phone: 313 343-2440 Address: 20025 Mack Plaza, Grosse Pointe Woods, MI 48236</p> <p style="text-align: center;">Request Will Be Processed, But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</p>	<p>Date Paid: _____</p>	<p>Total Balance Due: \$ 71.80</p>

(Form created by Michigan Townships Association, April 2015)

EXHIBIT 3

Response to FOIA

October 13, 2015 at 9:35 AM

From LHathaway@gpwmf.us

Mr. Willson:

I am in receipt of your Freedom of Information Act Request received from City Attorney Chip Berschback on October 5, 2015. Your request for records has been processed and available for pick-up at the City Clerk's office. There is a fee in the amount of \$71.80 due.

Sincerely,

*Lisa Kay Hathaway, CMMC/MMC
City Clerk/T.O.I.A. Coordinator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313 343-2447
313 343-5667 (Fax)*

*Director-Michigan Association of Municipal Clerks (MAMC)
Chair - MAMC Membership/CMMC Program*

Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.

EXHIBIT 4

City: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Phone: (313) 343-2440

Fee Appeal Form

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ Date Received: _____ Check if received via: ☐ Email ☐ Fax ☐ Other Electronic Method
Date of This Notice: _____ Date delivered to junk/spam folder: _____

Name	Matthew Willson	Phone	32485219470
Firm/Organization		Fax	
Street	1907 Lancaster	Email	matthewwillson13@icloud.com
City	Grosse Pointe Woods	State	MI
		Zip	48236

(Please Print or Type) Date discovered in junk/spam folder: _____
Request for: ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis
Delivery Method: ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above
☐ Deliver on digital media provided by the City: _____

Record(s) You Requested: (Listed here or see attached copy of original request) Request NO. CC-19 Matthew Willson for
Any construction records or other documents which indicate when the driveway approaches were removed on the south side of Lancaster, and when these approaches were replaced.
I further request a copy of the letter sent by Director of Public Services Ahoe, which stated that residents would not be able to access their driveways.

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:
~~Please attach~~ PLEASE SEE ATTACHED

Requestor's Signature: _____

Date: 10/14/15

City Response:

The City must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

City Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

City Determination: ☐ Fee Waived ☐ Fee Reduced ☐ Fee Upheld

Written basis for City determination: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the City's written Procedures and Guidelines to the City Council or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the City Council. If a civil action is commenced in court, the City is not obligated to complete processing the request until the court resolves the fee dispute. If the court determines that the City required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____

Date: _____

Reasons for FOIA Fee Appeal

Request No. CC-19/Matthew Willson

The City has clearly inflated the labor costs associated with coping the 9 pages contained my FOIA request. In the attached Cost Itemization, the City asserts that it took between 30 and 45 minutes to copy 9 letter and legal sized sheets of paper. That's almost 5 minutes to copy each page!! At best this claim is mistaken, at worst it is fraudulent. No copying charges are allowed under FOIA, unless the copying task takes more than 15 minutes. I would assert that any claim that it takes more than 15 minutes to copy 9 pages is unbelievable and that the labor charge for copying of \$19.40 should be removed from my FOIA bill.

Secondly, I am being charged \$51.50 for labor costs to locate the documents in clear contradiction of the City's FOIA policy. Quoting section 5 of the City's FOIA Procedures and Guidelines:

A fee will *not* be charged for the labor cost of search, examination, review and the deletion and separation of exempt from nonexempt information *unless* failure to charge a fee would result in unreasonably high costs to the City because of the nature of the request in the particular instance, **and the City specifically identifies the nature of the unreasonably high costs.** (bold added)

Costs for the search, examination, review, and deletion and separation of exempt from non-exempt information are "unreasonably high" when they are excessive and beyond the normal or usual amount for those services (Attorney General Opinion 7083 of 2001) compared to the costs of the City's usual FOIA requests, not compared to the City's operating budget. (Bloch v. Davison Community Schools, Michigan Court of Appeals, Unpublished, April 26, 2011)

The City failed to specify the reason as to why the costs of responding to my FOIA were "unreasonably high." I suspect this failure is because the half hour that the City spent to find my nine documents was in fact, not so burdensome, or so inconsistent with a usual FOIA request that it caused it "unreasonably high expenses."

Accordingly, please remove the \$19.40 labor cost for copying and the \$51.50 labor cost to locate materials charged to my FOIA request.

EXHIBIT 5

City: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Phone: (313) 343-2440

Fee Appeal Form

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: CC-19
Date of This Notice: 10-20-15

Date Received: 10-14-15

Check If received via: ☒ Email ☐ Fax ☐ Other Electronic Method
Date delivered to junk/spam folder: _____

Name	Matthew Willson	Phone	32485219470	?
Firm/Organization		Fax		
Street	1907 Lancaster	Email	matthewwillson13@icloud.com	
City	Grosse Pointe Woods	State	MI	Zip 48236

(Please Print or Type) Date discovered in junk/spam folder: _____
Request for: ☐ Copy ☐ Certified copy ☐ Record inspection ☐ Subscription to record issued on regular basis
Delivery Method: ☐ Will pick up ☐ Will make own copies onsite ☐ Mail to address above ☐ Email to address above
☐ Deliver on digital media provided by the City: _____

Record(s) You Requested: (Listed here or see attached copy of original request) Request NO. CC-18 Matthew Willson for
Any construction records or other documents which indicate when the driveway approaches were removed on the south side of Lancaster, and when these approaches were replaced.
I further request a copy of the letter sent by Director of Public Services Area, which stated that residents would not be able to access their driveways.

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:
~~not attached~~ PLEASE SEE ATTACHED

Requestor's Signature: [Signature]

Date: 10/14/15

City Response:

The City must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

City Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

City Determination: ☐ Fee Waived ☐ Fee Reduced ☒ Fee Upheld City Council 10/19/15

Written basis for City determination: The fees are neither unreasonably high nor excessive, and not beyond the normal or usual amount for those services compared to the costs of the City's usual FOIA requests, MCL 15.234 Sec. 4 (1)

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the City's written Procedures and Guidelines to the City Council or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the City Council. If a civil action is commenced in court, the City is not obligated to complete processing the request until the court resolves the fee dispute. If the court determines that the City required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: [Signature]

Date: 10-20-15

FREEDOM OF INFORMATION ACT (EXCERPT)
Act 442 of 1976

15.240a.added Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.
Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

History: Add. 2014, Act 563, Iff. July 1, 2016

CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: December 14, 2015
TO: Mayor and City Council
FROM: Lisa Hathaway, City Clerk
SUBJECT: 2016 MAMC Master Academy



I am requesting to attend the Michigan Association of Municipal Clerk's (MAMC) Master Academy being held at the Comfort Inn and Conference Center in Mt. Pleasant, MI, beginning Tuesday, March 29, 2015, through Thursday, March 31, 2015, at a cost not to exceed \$945.00.

This is a budgeted item included in the FY 2015/16 budget in the amount of \$750.00, with an additional \$300.00 available under mileage, both under Account No. 101-215-958.001-Memberships/Travel. Attendance is necessary in order to maintain certification.

Thank you for your consideration.

M I C H I G A N A S S O C I A T I O N O F M U N I C I P A L C L E R K S

INSTITUTE, March 20 - 25, 2016

Comfort Inn Hotel and Conference Center | Mt. Pleasant, Michigan



MASTER ACADEMY, March 29 - 31, 2016

Comfort Inn Hotel and Conference Center | Mt. Pleasant, Michigan

MAMC REGISTRATION

Registration is open to all municipal, county, and township Clerks and Deputy Clerks in Michigan. If you are not a Clerk or a Deputy Clerk, you must include a letter of endorsement from the Clerk from organization in order to attend.

MAMC membership dues for 2016 must be paid at the time you register. Dues forms are available on the MAMC website. <http://www.michiganclerks.org/about/membership.aspx>

Registration

The Institute and Master Academy registration forms are posted on the website. They are in a PDF format that will allow you to just type the information into the form and print it. Please remember to keep a copy for your records. MAMC now accepts credit card payments and on-line registration.

MAMC Cancellation Policy

Cancellation requests must be made in writing and email to: info@michiganclerks.org or faxed to GCSI at 517-371-1170. Advance registrations cancelled by 5:00 PM no later than 14 business days prior to the conference date will receive a full refund minus a \$50.00 cancellation fee. Cancellation requests received after 14 business days prior to the conference date or no shows will be charged the full registration fee and are not entitled to any refund.

ACCOMMODATIONS

A block of rooms has been reserved for MAMC Institute at the newly renovated Comfort Inn Hotel and Conference Center until February 26, 2016. Single occupancy rooms are available at reduced rates starting at \$75.00 plus tax. If you wish to share a room, you must provide the name of your roommate to the hotel. Identify yourself as a "MAMC" participant when making reservations. Be sure to provide your agency's tax-exempt number to avoid the state taxes on the lodging cost.



Comfort Inn Conference Center
2424 South Mission | Mt Pleasant, MI 48858
989-772-4000

Additional information on the Comfort Inn is available at www.mtpcomfortinn.com

MAMC INSTITUTE

Three Year Curriculum

The Institute is divided into three one-week, non-sequential sessions (one week each year) focusing on training that fulfills the IIMC and CMC certification requirements. Participation is mandatory for all sessions and attendance is monitored.

The sessions are non-sequential and one may begin the three-year cycle at any time. When you register for the Institute, just indicate if you are attending the Institute for the first, second or third time.

CMU COLLEGE CREDIT

CENTRAL MICHIGAN UNIVERSITY

Central Michigan University will offer up to three hours of academic credit in an independent study format at either the undergraduate or graduate level for completion of each year of the Institute. Lewis Bender, Ph.D., will be the instructor of record for this course and additional information will be available at the beginning of the Institute.

CERTIFICATE OF COMPLETION

Institute

The IIMC requires a total of 120 hours of instruction in the three year Institute program. Please do not register for the Institute if you cannot commit to the entire week which includes 40 hours of instruction. Those who complete three years of the Institute will receive a plaque stating they have successfully completed the full MAMC Institute program.

Master Academy

Certificates of completion will be provided at the end of each day of training; six hours of instruction and 3 points toward IIMC and six hours of instruction and 2 points for MAMC certification.

MAMC accepts credit card payments and on-line registration.

Schedules

The schedules will be posted on the website when they are finalized. In the meantime, plan on attending activities that begin with registration at 3:00 PM on Sunday and ending at 2:00 PM on Friday. Evening classes will be held on Sunday and Monday. Participants are required to attend evening functions that include classes and are encouraged to take full advantage of group meals and activities. Wednesday afternoon and evening are considered "free time" to make up for the long day on Monday. There will be a wide variety of activities available for those looking for opportunities to get better acquainted with peers from across the state. You will be encouraged to take the time off and not return to work on Wednesday afternoon. You must attend all sessions to successfully complete the program.

2016 CURRICULUM | March 20-25, 2016

- *Challenges and Solutions for Michigan Clerks*
- *Organizational Alternatives for Local Governments*
- *Budgeting Basics*
- *Train the Trainer*
- *Technology in the Clerk's Office*
- *Understanding and Observing the Legislative Process*
- *Getting Your Message Across — Social Media, Newsletters, Media Management*
- *Planning for a Successful Presidential Election*
- *Agendas & Minutes*
- *Effective Communication*

EDUCATION COMMITTEE

The Education Committee plans, organizes and conducts all educational classes at the annual conference, Clerking 101, Master Academy Classes, the annual education day and other educational opportunities for MAMC members. If you would like to join the education committee, please contact Jeremy Howard or Lanie McManus.

MAMC Education Committee Chairpersons

JEREMY HOWARD, CHAIR
City of Mt. Pleasant
989-779-5374
jhoward@mt-pleasant.org

LANIE MCMANUS, CO-CHAIR
Garfield Charter Township
231-941-1620
lmcmamus@garfield-twp.com

Facilitator

LEWIS G. BENDER, Ph.D.

Lew is Professor Emeritus, Southern Illinois University at Edwardsville. As the facilitator, his job is to keep things moving and tie all the sessions together at the Institute. In addition to facilitation, he will serve as an instructor for several sessions and the instructor of record for those wishing to receive college credit for attending the Institute. Throughout his career, Lew has been deeply involved in community-based applied research, organizational goal setting and planning, and approaches to organizational development. His educational background includes BS Grand Valley State University, Masters Degree from Wayne State University, and Ph.D. in Political Science, University of Georgia. A specialist in training and organizational development for business and government, Lew is well known for his candid approach and casual style. For more information about Lew Bender, check out his website at www.lewbender.com.



MAMC Program Coordinator

MARY BENDER
P.O. Box 330
LeRoy, MI 46955
231-797-5536 Office
mbender102@aol.com

REGISTRATION FEE

MAMC Institute

Institute registration fee includes instructional costs, course materials and the some meals. The food is great at the Comfort Inn Conference Center. Here is a list of the meals that will be covered by the registration fee.

- Lunch on Monday, Tuesday, Thursday and Friday
- Dinner on Sunday and Thursday
- Breaks with beverages and snacks each morning and afternoon
- Continental breakfast is provided by the Comfort Inn each morning in the lobby

Institute

Payment postmarked on or before February 26, 2016

- MAMC Member – \$600 Non-member – \$650*

Payment postmarked after February 26, 2016

- MAMC Member – \$650 Non-member – \$700*

Additional Institute Information

- MAMC membership dues for 2016 must be paid in order to qualify for the member discount. If one is not a Clerk or a Deputy Clerk, he or she must have the endorsement of the Clerk from his or her organization in order to attend.
- *MAMC membership forms are available on the website. www.michiganclerks.org/members/documents/MAMCmemapp.pdf
- MAMC accepts credit card payments and on-line registration.
- Lodging is not included in the registration fee; please refer to the information regarding accommodations.

Master Academy

Master Academy registration fee includes sessions, materials, and certificate of completion for each day attended. Lunch will be provided each day. You are on your own for dinner. A complimentary continental breakfast is provided by the Comfort Inn for hotel guests. Lodging is separate. A block of rooms has been reserved at the Comfort Inn Hotel and Conference Center at a special rate of \$75 per night. Call 989-772-4000 for reservations and indicate that you are with MAMC.

Attire at the Institute

Casual business attire is appropriate throughout the week. The classrooms will be on the cool side, so plan accordingly. You may wish to dress up a bit for the banquet on Thursday evening.

2017 CURRICULUM | March 12-17, 2017

- Michigan Freedom of Information Act
- Using and Managing Electronic Records
- Workplace Design
- Records Management
- Ethics and Values
- Risk Management
- The Michigan Constitution
- Leadership: How to be an Effective Team Member
- Michigan Legal System & Courts
- Human Resource Management
- Time Management
- Michigan Open Meetings Act

2018 CURRICULUM | March 11-16, 2018

- Understanding Self and Others
- Introduction to the Clerk Profession
- Negotiations & Conflict Resolution
- Principles of Organization and Management
- Introduction to Community Economics
- Introduction to Parliamentary Procedure
- Financing Local Government
- Principles of Communication
- Problem Resolution Workshop
- Secretary of State's Elections Certification
- Communicating with the Public through the Media
- Private Provision of Public Services

MICHIGAN ASSOCIATION OF MUNICIPAL CLERKS

MASTER ACADEMY, March 29 - 31, 2016

Comfort Inn Hotel and Conference Center | Mt. Pleasant, Michigan



The registration deadline is March 11, 2016

(Please print or type. You may enter information into this PDF form if accessed on the website.)

First Name _____ Last Name _____
(Print your name as you wish it to appear on your certificate. Include CMC/MMC/CMMC information if you want it included.)

Preferred Name _____ Title _____
(For your name tag)

Organization _____ Address _____

City _____ State _____ Postal Code _____

Email _____ Phone (_____) _____
(Confirmation information will be sent via email so please print or type clearly.)

Please indicate any special needs such as a disability, hearing, visual, diet, etc: _____

MASTER ACADEMY REGISTRATION FEE \$150.00 PER DAY

- Non-members add \$50.00 to the registration fee. (One time only, not \$50 per day)
- The registration deadline is March 11, 2016.
- MAMC accepts credit card payments and on line registration. www.michiganclerks.org/Events.aspx
- Fee includes sessions, materials, and certificate of completion for each day attended.
- Lunch will be provided each day. You are on your own for dinner.
- A complimentary continental breakfast provided by the Comfort Inn for hotel guests.
- Note that payment must accompany registration form in order to receive the early discount.
- Faxing or emailing registration forms before the deadline does not avoid the late charge.
- Members and non-members add a late fee of \$50 if postmarked after March 11, 2016. (Late fee is one time only, not \$50 per day if registering for multiple days)
- Lodging is separate. A block of rooms has been reserved at the Comfort Inn Hotel and Conference Center at a special rate of \$75 per night. Call 989-772-4000 for reservations and indicate that you are with MAMC.
- Questions can be sent to the program coordinator Mary Bender, mbender102@aol.com.

INDICATE THE DAY(S) YOU PLAN TO ATTEND:

Three days, March 29, 30, 31 - postmarked on or before March 11.	_____	\$450.00
Tuesday, March 29 - postmarked on or before March 11.	_____	\$150.00
Wednesday, March 30 - postmarked on or before March 11.	_____	\$150.00
Thursday, March 31 - postmarked on or before March 11.	_____	\$150.00
Not an MAMC member? Add non-member charge of \$50.00.	_____	\$50.00
Postmarked after March 11, add \$50.00 late fee.	_____	\$50.00

Total Enclosed _____

Mail this form to:

GCSI

120 North Washington Square,
Lansing, MI 48933

Please include a check payable to MAMC
with mail-in registrations.

MAMC Cancellation Policy

Cancellation requests must be made in writing and email to: info@michiganclerks.org or faxed to GCSI at 517-371-1170. Advance registrations cancelled by the deadline will receive a full refund minus the \$50.00 cancellation fee. Cancellation requests received after the deadline, no-shows and instances where participants need to leave the event before it is over will be charged the full registration fee and are not entitled to any refund.

- Return by March 11, 2016 to avoid the \$50.00 late fee. Sorry, no exceptions.
- Please do not fax or email registration materials. MAMC accepts credit card payments and online registration. www.michiganclerks.org/Events.aspx
- Be sure to keep a copy of this form for your records.

12 9A

City of Grosse Pointe Woods
INTERIM CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this ____ day of _____, 2015, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and THOMAS COLOMBO hereinafter called "Colombo" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City currently employs the services of Colombo as City Assessor of the City of Grosse Point Woods as provided by the City Charter, Code and state law; and,

WHEREAS, it is also the desire of the parties to have Colombo serve as Interim City Administrator of the City of Grosse Pointe Woods effective January 19, 2016; and,

WHEREAS, Colombo will continue to serve as the City Assessor during the duration of this agreement; and,

WHEREAS, Colombo agrees to the terms and conditions of this Employment Agreement as Interim City Administrator.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

City agrees to employ Colombo as Interim City Administrator of said City to perform the functions and duties which are expressed and implied in the Charter and/or Code of the City of Grosse Pointe Woods and all those other functions and duties which are implicit by virtue of the nature of his office. Colombo shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter shall, from time to time, assign.

Colombo shall also perform the duties as outlined in his current contract as City Assessor during the duration of this agreement.

Section 2 – SALARY:

A. During the duration of this agreement, the City agrees to pay Colombo at the rate of an annual base salary of One Hundred Fourteen Thousand Five Hundred Eight Two (\$114,582.00) Dollars, payable on a monthly base salary of Nine Thousand Five Hundred Seventy One (\$9,571.00) Dollars effective January 19, 2016 payable in installments at the same

time as other employees of the City are paid. Said salary shall include the duties as Interim City Administrator and City Assessor.

B. During the duration of this agreement, Colombo shall be considered a W-2 wage earner with all attendant rights, responsibilities, and obligations of both parties.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget considerations.

Section 3 – TERM:

- A. The term of this agreement shall be effective from January 19, 2016 until such time as the City Administrator position is permanently filled by the City Council except as provided herein.

Colombo shall be employed on an at will status as Interim City Administrator to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Colombo with or without cause, with or without notice, at any time.

- B. Colombo shall be employed on an AT-WILL BASIS as City Administrator to perform the functions and duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Colombo to resign at any time from his position as Interim City Administrator of the City. However, Colombo shall be required to provide thirty (30) days written notice to the City prior to his resigning.
- E. Colombo agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as he remains in the employ of the City.

Section 4 –FRINGE BENEFITS:

Under this agreement, the City reserves the right to reduce or modify any fringe benefit should it determine same to be necessary, desirable or appropriate. Colombo qualifies for the following fringe benefits:

- A. Contribution to Deferred Compensation Plan: ICMA-RC457 or 401a or an equivalent plan in an amount equal to eight (8%) percent of Colombo's salary during the contract period.

Colombo agrees to execute any waiver and release from liability in favor of City for payments made to any deferred compensation plan as is required from all employees participating in such programs.

- B. Colombo shall be afforded the opportunity of exercising his "opt-out" sum if he elects to opt-out of the health coverage as provided by the City. Said "opt-out" monies shall be pro-rata based on the provisions of this contract and its duration.
- C. Colombo shall be entitled to vacation leave, with pay, at the rate of five (5) working days from January 19, 2016 through July 3, 2016.

Section 5 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. Colombo's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be Colombo's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.
- F. It is agreed and understood that, except for the duties of Colombo under the City Assessor's contract dated July 2014, all other provisions inconsistent with this agreement are null and void.

Section 6 –GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties except as provided under the contract with Colombo as the City Assessor. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:

(1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.

(2) Thomas Colombo
46373 Sawyer Lane
Macomb Township, MI 48044

- C. The parties acknowledge that both the City and Colombo have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

BY: _____
ROBERT E. NOVITKE

Its: Mayor

Dated: December, __ 2015

THOMAS COLOMBO
Dated: _____, 2015

Approved for signature:

DON R. BERSCHBACK, City Attorney
Dated: _____, 2015

City of Grosse Pointe Woods
CONSULTING AGREEMENT

THIS AGREEMENT, signed this ____ day of December, 2015, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and ALFRED J. FINCHAM hereinafter called "FINCHAM" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City has employed the services of FINCHAM as City Administrator of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, FINCHAM has expressed his desire to resign from that fulltime position as City Administrator effective January 16, 2016; and

WHEREAS, the City is desirous of utilizing the expertise and professionalism of FINCHAM on a short time basis as a consultant following his resignation as City Administrator; and

WHEREAS, FINCHAM agrees to the terms and conditions of this Consulting Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

A. Beginning January 19, 2016, FINCHAM shall act as a consultant for the City. From the date of this Agreement until then, he shall continue to serve as the City Administrator under the provisions of his current employment agreement.

B. FINCHAM will provide consulting services for a minimum of three months beginning January 19, 2016. Following that three month period, the parties may extend this agreement for an additional three months.

C. The consulting services shall be broadly interpreted and shall include, but not be limited to, providing any and all services including telephone consultation, limited physical presence in the City offices, and any other services that may be required by the acting City Administrator and/or the Council.

Section 2 – PAY RATE:

A. The City agrees to pay FINCHAM at the rate of Three Thousand (\$3,000.00) per month for a maximum 25 hours per month.

B. Payments to be made once a month beginning February 19, 2016. Said payments shall be retroactive and not prospective.

C. Compensation over and above the 25 hours per month shall be paid at the rate of \$60.00 per hour. Any additional hours in any given month over and above 25 hours per month shall receive prior approval by the City Administrator.

D. FINCHAM shall have the responsibility to provide a detailed billing of hours worked during every month if and when those hours exceed 25 hours per month.

E. FINCHAM shall be a 1099 employee and shall not be entitled to any fringe benefits except as noted herein.

Section 3 – TERM:

A. The term of this agreement shall be effective from January 19, 2016 through April 19, 2016 unless terminated or extended by either of the parties.

Section 4 – MISCELLANEOUS

FINCHAM shall also be permitted to continue to serve as the Police Commissioner of the City during the duration of this Agreement. The parties agree that the labor attorney and the city attorney have reviewed the status of FINCHAM continuing as Police Commissioner and have approved same.

There shall be no other compensation of any kind except as clearly stated herein.

Section 5 – GENERAL PROVISIONS:

A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties except for FINCHAM's existing agreement with the City as City Administrator.

B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:

(1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.

(2) Alfred J. Fincham
22645 Pointe Drive
St. Clair Shores, MI 48081

C. The parties acknowledge that both the City and FINCHAM have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.

- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

BY: _____
ROBERT E. NOVITKE


Its: Mayor

Dated: _____, 2015

ALFRED J. FINCHAM

Dated: _____, 2015

APPROVED FOR SIGNATURE:



DON R. BERSCHBACK, City Attorney

Dated: 12-15-15

CITY OF GROSSE POINTE WOODS
AGREEMENT FOR LEGAL SERVICES

WHEREAS, the CITY OF GROSSE POINTE WOODS and DON R. BERSCHBACK desire to continue an Agreement for the purpose of providing legal services to the City:

1. It is agreed and understood that Don R. Berschback shall continue to serve as City Attorney effective July 1, 2015, and such position is an "at will" position as provided in the City Charter.
2. That Don R. Berschback does agree that should he determine to retire, that in such event, he shall provide written notice of such fact to the City of Grosse Pointe Woods at least sixty (60) calendar days prior to such event.
3. That Don R. Berschback does agree that should it appear that he may become unable to provide legal services to the city as a result of physical or mental incapacity, he shall provide written notice of such fact through medical verification to the City of Grosse Pointe Woods as soon as it is determined that he is unable to provide legal services to the City.
4. It is further agreed that compensation for such legal services shall be at an hourly rate as established from time to time by the City Council. Effective July 1, 2015 the hourly rate shall be \$160.00.
5. The existing medical, prescription, and dental coverage being provided shall continue in effect. Berschback will continue to pay the "hard cap" amount per year.
6. The prior agreement dated 12-7-15 is negated.
7. Both sides have had the opportunity to have this Agreement reviewed by counsel of their choosing.

IN WITNESS WHEREOF, this Agreement has been executed on the date above written.

CITY OF GROSSE POINTE WOODS

BY: ROBERT E. NOVITKE, Mayor

BY: DON R. BERSCHBACK

ORDINANCE # _____

**AN ORDINANCE TO AMEND CHAPTER 50 ZONING,
SEC. 50-526 ACCESSORY BUILDINGS,
BY ADDING REQUIREMENTS FOR PERMITS,
CONCRETE SLABS AND RATWALLS**

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 50-526(1):

(g) Accessory buildings not exceeding 200 square feet require a zoning compliance permit issued by the Building Inspector, shall be placed on a 4 inch concrete slab over 4 inches of compacted sand or a frost protected foundation, and shall have a 4 inch by 24 inch concrete rat wall below existing grade.

(h) Accessory buildings in excess of 200 square feet require a building permit issued by the Building Inspector, shall have a 4 inch by 24 inch rat wall, and shall have a 4 inch concrete slab or a frost protected foundation as required by the State Building Code as amended.

1st Reading: December 7, 2015

2nd Reading: December 21, 2015

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

21316 Mack Ave
Grosse Pointe Woods, Michigan 48236
(313) 882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Scott Chambers

being duly sworn deposes and says that attached ad

City of Grosse Pointe Woods

was duly published in accordance with instructions,
the following date:

December 10, 2015

#3 GPW 12-10 2nd READ 12-21

and knows well the facts stated herein, and that he is the Publisher of said newspaper.

Scott Chambers

Subscribed and sworn to before me this 10th day of December A.D., 2015

Patrice A. Thomas

PATRICE A. THOMAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 21, 2020
ACTING IN COUNTY OF Wayne

City of Grosse Pointe Woods, Michigan

NOTICE IS HEREBY GIVEN that the Council will be considering the following proposed ordinance for a second reading at its meeting scheduled for Monday, December 21, 2015, at 7:30 p.m. in the Council Room of the Municipal Building. The proposed ordinance is available for public inspection at the Municipal Building, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The above Council meeting is open to the public. All interested persons are invited to attend.

**AN ORDINANCE TO AMEND CHAPTER 50
ZONING, SEC. 50-526 ACCESSORY BUILDINGS,
BY ADDING REQUIREMENTS FOR PERMITS,
CONCRETE SLABS AND RATWALLS**

Lisa Kay Hathaway, CMMC/MMC
City Clerk

G.P.N.: 12/10/2015

Notary Public

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com



FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

December 01, 2015

Client: 000896

Matter: 000000

Invoice #: 108698

Attention: Mr. Al Fincham, City Administrator

REGARDING: GENERAL MATTERS

RECEIVED
DEC 15 2015
CITY OF GROSSE PTE. WOODS

For professional services rendered and expenses incurred relative
to the above matter:

TOTAL

\$621.22

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

December 01, 2015
Client: 000896
Matter: 000000
Invoice #: 108698

Attention: Mr. Al Fincham, City Administrator

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through November 30, 2015

DATE	ATTY	DESCRIPTION	HOURS
11/3/2015	DBD	Attention to review of correspondence from POAM Representative Loftis with respect to the grievance arbitration award with the POAM; attention to preparation of correspondence to Arbitrator Roumell with respect to the same.	0.75
11/4/2015	DBD	Attention to telephone call to City Administrator Fincham and City Comptroller Irby with respect to the pending grievance arbitration award.	0.50
11/9/2015	DBD	Attention to preparation of PSO collective bargaining agreement.	1.50
11/23/2015	DBD	Attention to telephone call from Mr. Fincham and Ms. Irby with respect to pending grievance arbitration matter with the POAM.	0.25
Total Services			\$495.00

ATTORNEY	HOURS	RATE	AMOUNT
DBD DENNIS B. DuBAY	3.00	\$165.00	\$495.00

DISBURSEMENTS

10/21/2015	Westlaw Research	\$57.74
11/20/2015	Document Reproduction	\$68.00
11/30/2015	Postage	\$0.48

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: Mr. Al Fincham, City Administrator

December 01, 2015
Client: 000896
Matter: 000000
Invoice #: 108698

Page: 2

RE: GENERAL MATTERS

DISBURSEMENTS

Total Disbursements \$126.22

Total Amount Due

\$621.22