

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, October 19, 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. MINUTES
 - A. Council 10/05/15
 - B. Tree Commission 09/02/15
 - C. Citizens Recreation Commission Excerpt 10/13/15, with recommendation:
 1. 2016 Perch Derby
 - D. Tree Commission Excerpts 10/07/15, with recommendations:
 1. Purchase Red Maple Seedlings
 2. Appointment (Mayoral)
 - a. Biographical Sketch – Timothy Butler

7. PUBLIC HEARING
 - A. Fence Variance: Tom Peltz, 1650 Hollywood
 1. City Council Excerpt 08/03/15
 2. Memo 07/28/15 - Building Official
 3. Application for Fence Permit
 4. Letter 07/10/15 – Thomas Peltz
 5. Photos (6)
 6. Site plan
 7. Affidavit of Property Owners Notified
 8. Areal View

8. COMMUNICATIONS
 - A. Grosse Pointe Santa Claus Parade
 1. Letter Received 10/12/15 – J. Boettcher/Mary Jo Harris

 - B. Appeal: FOIA Excess Fee
 1. Email 10/14/15 – Matthew Willson
 2. FOIA Appeal Form – To Appeal an Excess Fee, w/attachment
 3. FOIA Detailed Cost Itemization

 - C. Monthly Financial Report – September 2015

- 9. BIDS/PROPOSALS/
CONTRACTS
 - A. Agreement: The Rivers Residence Club Association
– Trash Removal
 - 1. Letter 10/12 /15 – City Attorney
 - 2. Hold Harmless Agreement
 - 3. Letter 07/15/15 –Wegner Vollmer PC
 - B. Contract: City Tree Removal
 - 1. Memo 10/13/15 - Director of Public Services
 - 2. Tree Removal Contract – Arbor Pro Tree
Service, Inc.
- 10. CLAIMS/ACCOUNTS
 - A. Labor Attorney
 - 1. Keller Thoma
- 11. NEW BUSINESS/PUBLIC COMMENT
- 12. 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>
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6A

COUNCIL
10-05-15 - 116

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 5, 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, McConaghy, Shetler
Absent: None

Also Present: Treasurer/Comptroller Irby
City Attorney Chip Berschback
City Clerk Hathaway
Director of Public Safety Smith
Director of Public Works Ahee

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

The following Commission members were in attendance:

Grant Gilezan, Planning Commission
Mike Fuller, 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, McConaghy, Novitke, Shetler
No: None
Absent: None

The Mayor took Item 10A. Proclamation – **Friends of Grosse Pointe Public Library** out of order and issued the proclamation. The Mayor issued the proclamation and presented it to John Mozena, Board of Directors – Friends of the Grosse Pointe Public Library.

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

1. City Council Minutes dated September 21, 2015.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **installation of a miniature golf course at Lake Front Park**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on September 28, 2015, and approve the concept of the Grosse Pointe Woods Foundation's proposal to install a miniature golf course at Lake Front Park.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **park pass procedures**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on September 28, 2015, and approve Items 1, 2, and 3 as indicated below, and in accordance with administration's memo dated September 2, 2015:

1. Eliminate summer/winter punches (34) per year. Provide 15 punches per pass per year. From May 1 through September 30, one (1) guest not punched per pass on weekdays only. From October 1 through April 30, one (1) guest not punched per pass including weekends.
2. Change the issue and expiration dates of the park pass season from May 1 to April 30 to a calendar year, January 1 to December 31. Begin processing park passes in December. Begin confiscating park passes for non-renewal on January 10th to permit college students to enter the park during holidays and provide time to renew their pass.

3. Increase the age requirement of the park pass from six and older to eight and older; which is the same requirement for riding the park bus.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **group permits**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on September 28, 2015, and approve Group Permits – Option 1, as follows:

- Add a large barbeque to Pavilion 1 (do not divide the pavilion with lumber and lattice);
- Rent both Pavilions 1 and 2 on the east bank of the canal, Pavilion 4 by the concession stand, and Gazebo 4 on the west bank by pedestrian bridge;
- There will be no rentals permitted for the gazebos along the boardwalk and the two small pavilions;
- Eliminate pavilion/gazebo half-day rentals and rent for full day only at \$50.00 charge (no change).

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **picnic permits**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting on September 28, 2015, and approve Picnic Permits procedures as follows:

- Picnic permits must be turned in at the Community Center five days in advance of the picnic for pre-approval;
- Residents must use the 15 punches allowed per pass for non-residential guests on weekends from May 1 through September 30;
- Residents are entitled to one guest not punched per pass on weekdays only.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **Election Inspector Rates of Pay**, that the City Council concur with the Election Commission at their meeting on September 24, 2015, and approve the rates of pay identified in the Certification of Election Inspectors dated September 24, 2015.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole minutes dated September 28, 2015.

Motion carried by the following vote:

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

The City Attorney was asked to provide information to City Council concerning new rulings regarding temporary signage.

Motion by Shetler, seconded by McConaghy, regarding **request to hold a prayer vigil**, that the City Council approve a prayer vigil to be held on the front steps of City Hall on Thursday, October 15, 2015, beginning at 7:30 p.m., in the case of inclement weather to be held in the Community Center Park Room, and to approve use of the City's podium.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **application for License to Solicit**, that the City Council approve the application of John Ellis of Edward Jones Investments for a Permit/License to Solicit.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **Legal Proceedings: Daniel Joseph v Grosse Pointe Woods**, that the City Council refer this lawsuit to the City Attorney for further processing.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, regarding **contract: Indian Summer Recycling**, that the City Council approve a five-year contract with Indian Summer Recycling, July 1, 2015, through June 30, 2020, to provide recycling services at a cost of \$18.00 per ton, in an amount not to exceed \$50,000.00 annually, funds to be taken from Account No. 226-528-818.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **City Attorney statements**, that the City Council approve the following statements:

1. City Attorney Don R. Berschback 09/29/15 - \$3,952.50;
2. City Attorney Charles T. Berschback 09/30/15 - \$6,685.00.

Motion carried by the following vote:

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

No: None

Absent: None

Hearing no objections, the following item was heard under New Business:

- The Mayor discussed the National League of Cities conference and appointment of a voting delegate. The Mayor asked if any member of Council will be attending the Conference. No members would be attending.

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 8:03 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

approved by
Commission 9-2-15

6B

RECEIVED

JUL 01 2015

Grosse Pointe Woods Community Tree Commission

Minutes for June 3, 2015

CITY OF GROSSE PTE. WOODS

Chairman, Stephen Chan, called the meeting to order at 7:35 pm.

Present:	Dale Pegg	Laura Gaskin
	Robert Greening	Joseph Backer
	Jeff Profeta	Peter Groschner
	Stephen Chan	Michael Koester (Council Representative)

Absent:	George Malley (illness)	Christopher DiCicco
	Edward Gafney	Wilson Rogers

Approval of the Agenda for June 3, 2015

Moved by Gaskin; seconded by Greening

Passed unanimously as presented.

Approval of the Minutes for March 4, 2015

Moved by Pegg; seconded by Backer

Passed unanimously as presented.

Approval of the Minutes for May 6, 2015

Moved by Pegg; seconded by Gaskin

Passed unanimously as presented.

Approval of the Summary of Tree Commission activity for April, 2015

Moved by Gaskin; seconded by Backer

Approved unanimously as presented.

Treasurer's Report

None –the Treasurer (Malley) was not present due to illness. Per Koester, Council has approved the budget request for July, 2015 through June, 2016 as submitted.

Old Business:

- Pegg returned two DVD copies used for Arbor Day presentations to Chan.
- Per Profeta, we are complete on the distribution of Memorial Tree Dedication photographs to participants.
- Per Greening, all Arbor Day poster contest plaques have been updated with the names of the respective school winners. He also noted that Woods Trophy, our engraving source for the plaques, absorbed all cost to re-engrave the individual name plaques so that their format matched those of preceding years. Lesson learned for the future: we will have to remember to specify the format when submitting an engraving order.

RECEIVED

JUL 01 2015

- Arbor Day item - third grade students at Liggett University do not participate in the annual poster contest. These students do their own thing for Arbor Day. Their project for this year has been attached as an example of their participation in the Arbor Day program.
- Profeta shared copies of the revised letters to purchasers of Memorial Trees to specifically remind them to notify honorees or their families of the dedication proceedings. (It had been noted that in each of the last two dedications, immediate family of one of the honorees were not aware of the dedication of a tree for their loved one.)

New Business:

- Profeta and Rogers represented the Tree Commission at the presentation of the "Tree City USA" banner to the Mayor and City Council on May 18.
- **Motion that the Tree Commission to not meet in July and August**
Moved by Gaskin; seconded by Backer
Approved unanimously without dissent or revision.

Adjournment:

- Motion by Gaskin; seconded by Pegg to adjourn the meeting at 8:10 pm. All members approved the motion.

Submitted by Steve Chan, chairman.

Citizens' Recreation Commission
Excerpt
10-13-15

RECEIVED
OCT 14 2015
CITY OF GROSSE PTE. WOODS

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.

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

Grosse Pointe Woods Tree Commission Excerpt
10/07/15

60D
RECEIVED
OCT 14 2015
CITY OF GROSSE POINTE WOODS

Attached is a Vans Pines Nursery quotation for a sales order of 350 Red Maple tree seedlings as requested by the Chair, S. Chan. The total cost of \$945.67 includes packaging, shipping and an Early Bird discount when the order is placed by the end of October. The selection of the Red Maple seedling was made by the Tree Commission members at their meeting in September.

Motion by Groschner and seconded by Greening that the Council approve our request to purchase 350 Red Maple seedlings for our 2016 Arbor Day program. The total cost is less than the \$1,000 budgeted for this program.

All members present approved the motion.

Motion by Groschner and seconded by Greening that the previous Motion be immediately certified. All members present approved the motion.

Motion by Greening and seconded by Laura Gaskin that the Council approve Dr. Timothy Butler as a member of the Tree Commission. All members present approved the motion.

Motion by Greening and seconded by Gaskin that the previous Motion be immediately certified. All members present approved the motion



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

RECEIVED

JUL 17 2015

CITY OF GROSSE PTE. WOODS

BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input checked="" type="checkbox"/> Building Authority
<input checked="" type="checkbox"/> Board of Review	<input checked="" type="checkbox"/> Community Tree Commission
<input checked="" type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Fireworks Committee	<input checked="" type="checkbox"/> Mack Avenue Business Study Committee
<input checked="" type="checkbox"/> Local Officers' Compensation Commission	<input checked="" type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Pension Board	<input type="checkbox"/> Other:
<input type="checkbox"/> Senior Citizens' Commission	

NAME: Timothy Butler

ADDRESS: 703 Pear Tree Lane

TELEPHONE: Home: 313-409-7227 Office: 313-577-9810

E-Mail: TimothyWButler@gmail.com

OCCUPATION: College Professor - Wayne State University

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 28 years

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Business Analysis Skills

EDUCATION: PhD Business Administration

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: Detroit Radio Information Service (DRIS)

Gift of Life - Michigan Wayne State Capital Campaign

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: WANT TO

Be part of Forward-Thinking, Progressive Grosse Pointe Woods.

Robert Charnicki
Signature of sponsor

Timothy W Butler
Signature of applicant

Date: 7-10-15

Return to Clerk's Office

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.

COUNCIL
08-03-15

At the request of the petitioner, the fence variance request of Tom Peltz, 1650 Hollywood, Grosse Pointe Woods, was not addressed at tonight's meeting pending review of the proposed amendment to the Fence Ordinance.

CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM

RECEIVED
JUL 28 2015
CITY OF GROSSE PTE. WOODS

TO: Mayor and City Council
FROM: Gene Tutag, Building Official
DATE: July 28, 2015
SUBJECT: Fence Variance – 1650 Hollywood, Grosse Pointe Woods


The attached application to install a 6' wooden fence at 1650 Hollywood cannot be issued. Section #8-279(1) only permits fences to be constructed with two inch openings throughout at least 50% of the length or height of the fence. The proposed fence is a solid style privacy fence with no openings.

The owner of 1650 Hollywood is appealing the denial of the application. A letter from the applicant dated July 10, 2015 is attached.

The variance is being requested for a fence that has been installed without the required permit or approvals, the City became aware of the fence by a complaint being filed.

Variances for solid fences have been previously granted for properties on corner lots, or when adjacent to alleys or parking lots. 1650 Hollywood is not a corner lot, adjacent to an alley, parking lot, school or have any features that could be interpreted to be Special circumstances as required by Section 8-284(a)(3), for an exception to be granted.

Granting of this variance is not recommended as no special circumstances exist on the subject property or surrounding lots that can justify the request.

APPROVED BY:  **DATE:** 7-28-15
Alfred Fincham
City Administrator



20025 Mack Plaza
Grosse Pointe Woods, MI 48236

APPLICATION FOR FENCE PERMIT

RECEIVED

JUN 22 2015

CITY OF GROSSE PTE. WOODS

Need: Mortgage Survey/Site Plan with Highlighted area where fence to be replaced. Need brochure/picture of fence to be installed.

Owner TOM PELTZ Phone # 313-300-4746

Address 1650 HOLLYWOOD

Contractor SELF Phone # _____

Address _____ City/Zip _____

Height of Fence 6 FT Length of Fence 554"

Style of Fence PICTURE FRAME Material Wood Metal Vinyl
(Circle One)

Location of Fence ALONG DRIVE WAY

Neighbor's Signature Kathleen Kubicki Address 1642 HOLLYWOOD AVE.

Neighbor's Signature _____ Address _____

Neighbor's Signature _____ Address _____

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance #748. The City of Grosse Pointe Woods does not guarantee the accuracy of property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

[Signature] 6-5-15
Signature of Owner or Agent Date

FOR OFFICE USE

Site Plan _____
Photograph of Proposed Fence _____

Signatures _____

Approved _____

Denied [Signature] 6/26/15

SOLID FENCES
NOT PERMITTED
§-279 (1)

Tom w/be in Monday (6-15) to apply for variance
\$75+ltr
\$75+ltr
SJS

RECEIVED

JUN 12 2015

CITY OF GROSSE PTE. WOODS
BUILDING DEPT.

* Old Tom
10:00 am.
"w/ submit
site plan"

**Letter of Intent
Application for variance by Thomas Peltz**

RECEIVED
JUL 10 2015
CITY OF GROSSE POINTE WOODS
BUILDING DEPT.

July 10, 2015
Grosse Pointe Woods City Council
20025 Mack Avenue
Grosse Pointe Woods, Mi. 48236

This letter is written to provide a formal statement as to the nature of intent of the variance that is being requested by Thomas Peltz. The application for the variance is in regard to a completed fence constructed between 1650 and 1642 Hollywood. Said completed fence unfortunately and unintentionally violated Section 8-279 of the Grosse Pointe Woods code of ordinances.

"All fences shall be constructed of open latticework of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout 50 percent of the length or height of the fence."

Purpose of the request:

The homeowners that share the common fence in question replaced the previous and dilapidated fence separating their properties in late 2014. I, Thomas Peltz (homeowner 1650 Hollywood) proposed several design ideas which included a "picture frame" style. Kathleen Kubalak (homeowner 1645) agreed on this style. The style was chosen due to its visual appeal, superior strength, and resistance to insect and animal damage. I have spent over \$1500 to date on materials for this fence. Personal time utilized in the construction far exceeds this amount as well.

I removed the entire existing fence that had not fallen over from rot, neglect, termites and vehicular impacts and disposed of the waste. I then built the new fence out of full dimension rough cut cedar. The fence is completely custom and was constructed from individual boards and posts. Premade panels from any of the big box stores were not used. Stainless steel ring shank nails were utilized due to their superior holding power and inability to rust, stain, or streak compared to commonly utilized hot dipped galvanized fasteners.

The fence measures 46' long and is approximately 74" tall. Each post is 6'4" apart. Each post was placed in a concrete footing of over 48" deep. The holes were bored with a rented gas auger. Each post was tarred below grade to help resist post rot.

The posts were mortised (hand chiseled slots) at the top to fit a 1X6" top rail to a depth of 2". This dedication to thoroughness allows the fence to utilize 4X4" posts while keeping the fence design uniform for both home owners. Thus, there is no "ugly side". Additionally, the strength of each individual section to resist sag, impact, and wind forces is not reliant on common inferior toe nail techniques. Each post and mortised rail were installed one at a time until the basic frame work was complete. 3 inch stainless steel ring shank nails were added to keep each rail from pulling out of the posts.

Once all top rails were installed, 1X6 inch full dimension pickets were nailed to the cross bars. A 1x6" cross bar was attached to the other side of the fence mirroring the mortised cross bar, thus sandwiching the pickets. Bottom rails were installed mirroring the top techniques. Once all rails and cross bars were finished, a 1X4 inch top plate was attached to the top rails. This top plate essentially

keeps all of the ends of the boards from being exposed to the elements, birds, insects, and squirrels. Thus the fences durability will allow it to sustain more years of wear, while upholding its visual appeal.

The fence for all intents of purpose is completed. I was in the process of buying stain to complete the fence when I was informed I had not applied for a permit. Once I completed the permit application I was informed it was in violation of previous mentioned code. According to the building department, the style of fence does not meet code do to it being a solid fence. Or simply put, it does not have gaps separating each picket measuring 2 inches or greater. Information and reasoning for this code is scarce to come by, but it seems wind load is the primary concern.

My Variance Request:

I am respectfully requesting for the completed fence to be allowed a variance to exempt it from Sec. 8-279 and remain as is. The fence was built soundly to prevent injury and damage. Additionally, the design allows for increased durability and ease of maintenance for both homeowners. I am confident this fence will remain intact and safe for decades to come.

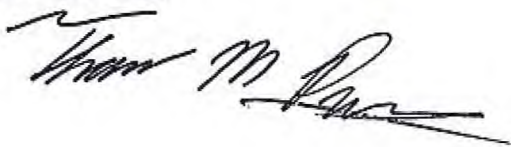
If my request is denied I will have no recourse other than completely tear down the entire structure. My slight over engineering of said fence was built to resist both natural and unintentional deterioration. Modification to a "shadow-box" style is not possible. Neither my neighbor, nor I want this fence removed.

If it is removed no new fence will be rebuilt do to financial and time constraints. This will be unfortunate by product of a code violation that is somewhat meaningless. Throughout the Pointes, this picture frame style is utilized thousands of times. I regularly see it throughout GPP, GPC, GPF and many other cities. Solid panel fences not utilizing 2" gaps between pickets can be readily found in GPW as well. They are at literally every other house.

I am a young homeowner who decided to take a chance and bought my first home in Grosse Pointe Woods. I have been at this address for several years and continually invest thousands of dollars and time into improving my property. The spotty construction and poor maintenance of essentially everything that was done to this property over its history is mind boggling. Countless more improvements and financial investments are needed to get this property to perfection. Rebuilding a fantastic fence is devastating and unimaginable to me.

I appreciate your time and hope my detailed explanations and reasoning are sufficient enough for your liking. If you're interested in seeing the almost completed fence, please don't hesitate to stop by. I look forward to your decision in regard to my request for a variance.

Thomas Peltz
1650 Hollywood
313-300-4746





RECEIVED
JUL 28 2015
CITY OF GROSSE PTE WOODS



RECEIVED
JUL 28 2015
CITY OF GROSSE PTE. WOODS



RECEIVED
JUL 28 2015
CITY OF GROSSE PTE. WOODS

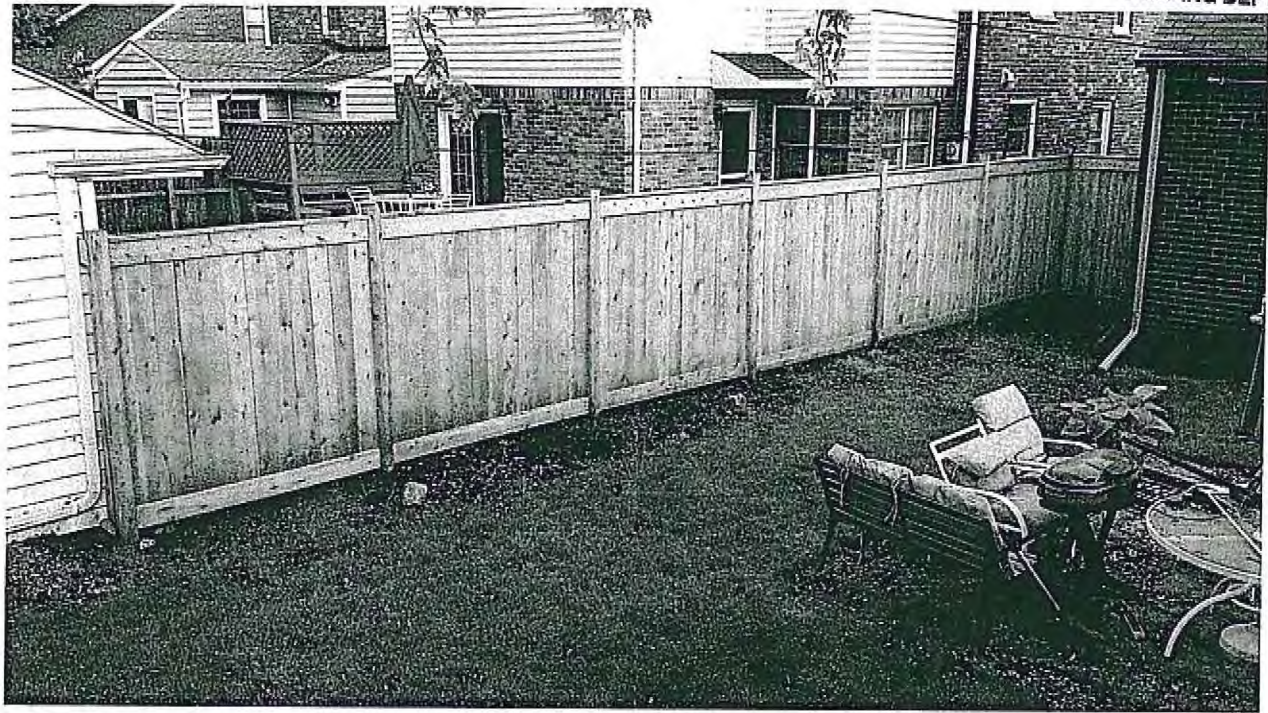


RECEIVED
JUL 28 2015
CITY OF GROSSE PTE. WOODS

RECEIVED

Current Fence
Backyard of 1650 Hollywood

JUL 10 2015
CITY OF GHOSSE PTE. WOODS
BUILDING DEPT.

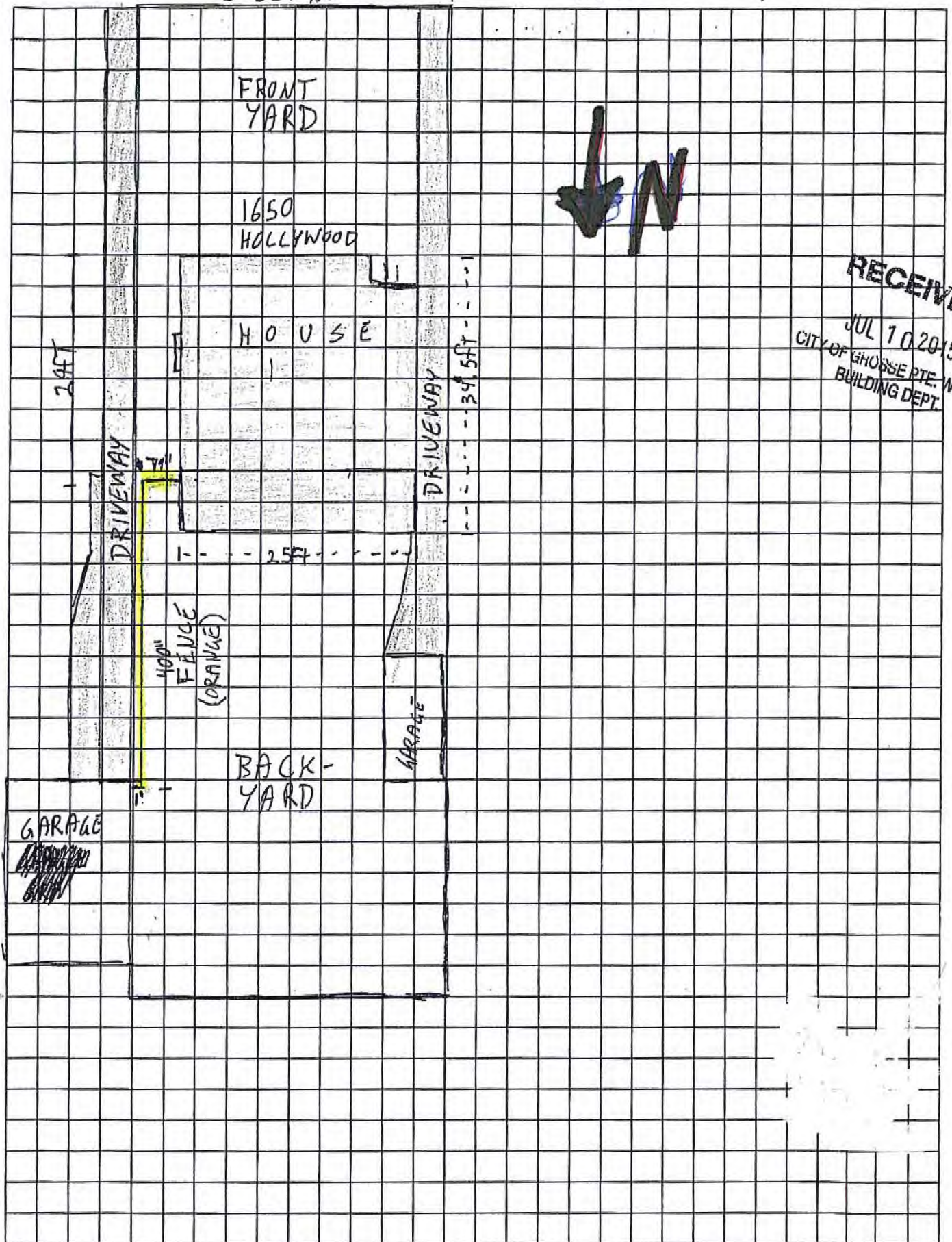


Current Fence
Backyard of 1642 Hollywood



40'
SIDEWALK

1012 12012
1650 HOLLY-WOOD
FENCE



RECEIVED

JUL 10 2015
CITY OF GHOSSE PTE. WOODS
BUILDING DEPT.

AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 1650 Hollywood
Tom Peltz

State of Michigan)
) ss.
County of Wayne)

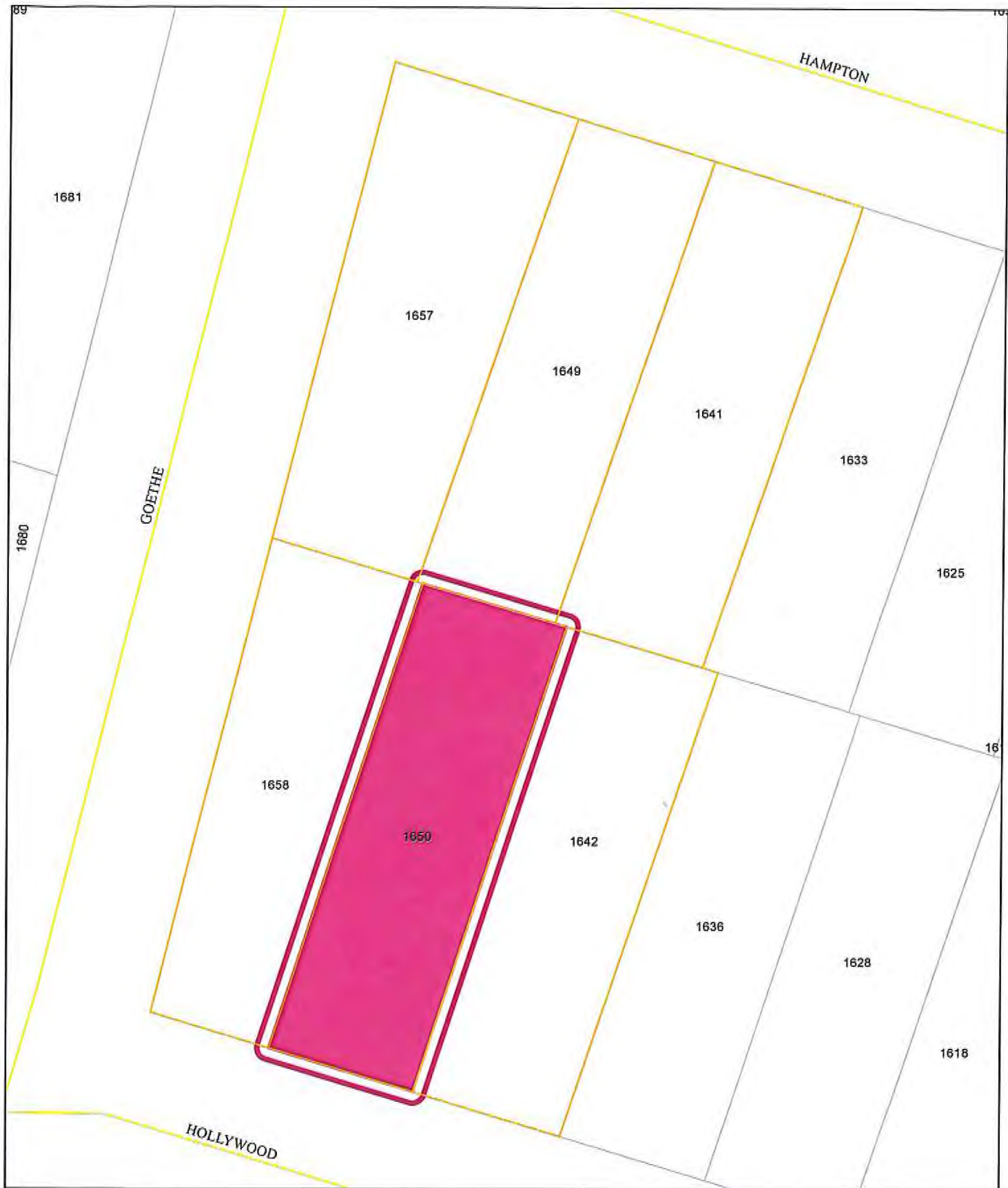
I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 10-07-15 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2007 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 172078.

Lisa Kay Hathaway, CMMC/MMC
City Clerk

See attached document for complete list.

1650 Hollywood - 3' Radius

ownersname	ownersna_1	ownerstreet	ownercity	ownerstate	ownerzipco
FRESARD JULIE		1657 HAMPTON RD	GROSSE POINTE WOODS	MI	48236
BIDDLEMEIER DONALD W		1649 HAMPTON RD	GROSSE POINTE WOODS	MI	48236
POWERS AMY E		1641 HAMPTON RD	GROSSE POINTE WOODS	MI	48236
WARGO PAUL J	WARGO POLLYANN	1658 HOLLYWOOD AVE	GROSSE POINTE WOODS	MI	48236
PELTZ THOMAS M		1650 HOLLYWOOD AVE	GROSSE POINTE WOODS	MI	48236
KUBALAK KATHLEEN D		1642 HOLLYWOOD AVE	GROSSE POINTE WOODS	MI	48236



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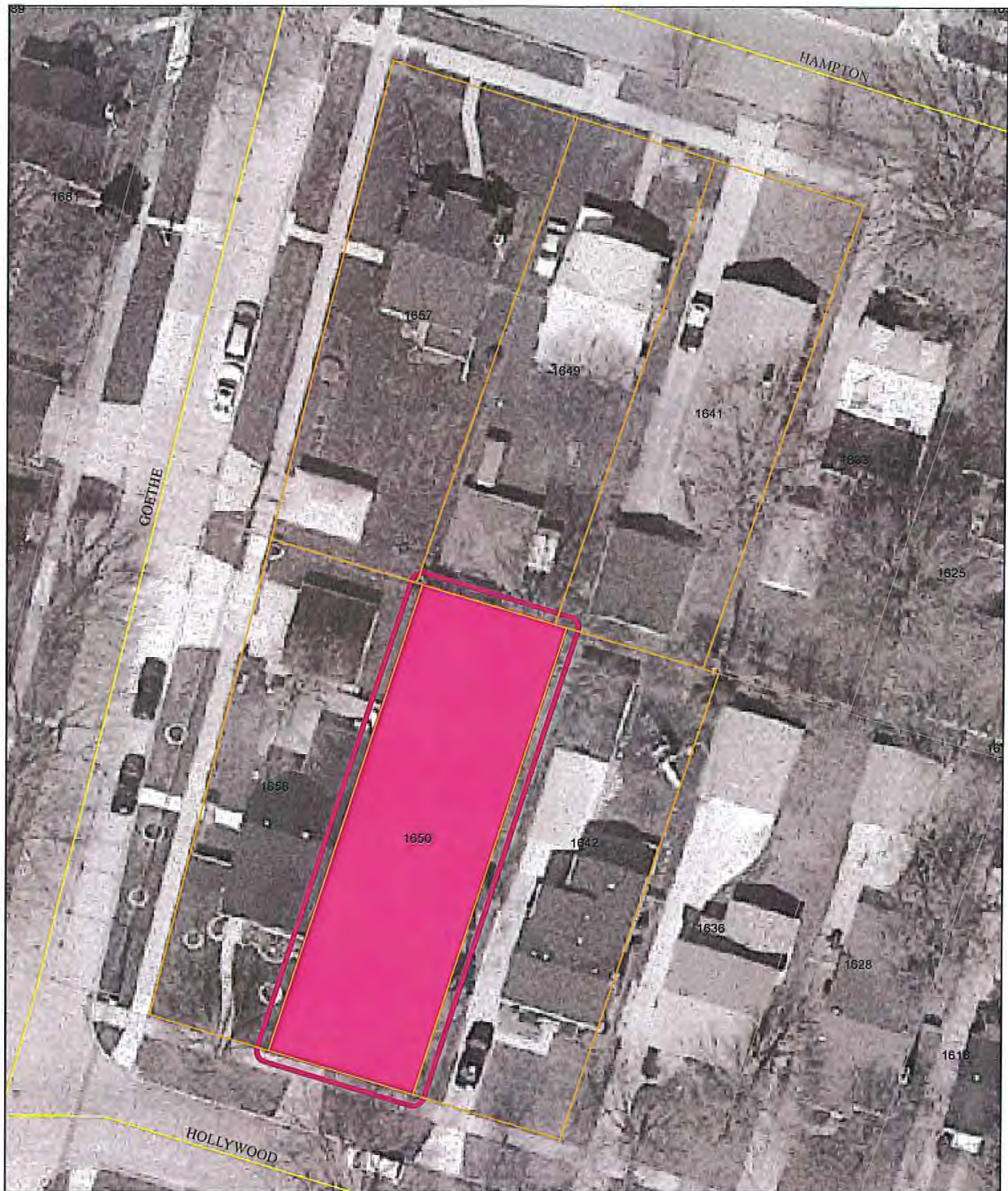


INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1650 Hollywood Ave

Date: 07/10/2015





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 THE CITY OF GROSSE POINTE WOODS, MI*
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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 1650 Hollywood Ave

Date: 07/10/2015



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OCT 12 2015

CITY OF GROSSE PTE. WOODS



A Storybook Christmas

On November 27, 2015, the Grosse Pointe Chamber of Commerce and Chamber Foundation will host the 40th Annual Grosse Pointe Santa Claus Parade – *A Storybook Christmas*, one of the community's favorite events featuring Grosse Pointe's one and only Devin Scillian, author, singer, song writer and Channel 4 News journalist as the Parade Marshal. The Parade, always held on the day after Thanksgiving, brings residents, non-residents, businesses, organizations and schools together to kick off the holiday season.

Please be part of the holiday excitement by sponsoring the 2015 Parade. Your support will help ensure that our community Parade continues to create life-long memories, while also helping our local businesses and organizations.

A description of the 2015 Parade sponsorship levels and benefits are enclosed. Please contact the Chamber if you would like further information: 313-881-4722 or info@grossepointechamber.com

On behalf of the Grosse Pointe Chamber of Commerce, Chamber Foundation and the Grosse Pointe community, thank you for considering our request. We are excited to continue this spectacular Grosse Pointe tradition!

Holiday regards,

Jennifer Palms Boettcher
President
Grosse Pointe Chamber of Commerce
Grosse Pointe Chamber Foundation

MaryJo Harris
Director of Administration
Grosse Pointe Chamber of Commerce
Grosse Pointe Chamber Foundation

Grosse Pointe Santa Claus Parade Sponsorship Opportunities and Benefits

Friday, November 27, 2015 at 10:00 am.

A Storybook Christmas

Platinum Sponsor (\$10,000)

- Prominently listed as Platinum Sponsor on all promotional and marketing materials
- Your choice of placement in the Parade
- A parade banner with sponsor's name
- Name recognition during videotaping of the Parade
- Business name/logo and link on the Grosse Pointe Chamber of Commerce Parade website
- Email blasts recognizing your business in Parade's advertisements as Platinum Sponsor
- Business name recognition posted on social media sites

Santa's Workshop (\$5,000)

- Listed as sponsor on all promotional and marketing materials
- A parade banner with sponsor's name
- Business name/logo and link on the Grosse Pointe Chamber of Commerce Parade website
- Name recognition during the videotaping of the Parade
- Business name recognition posted on social media sites
- Recognition on parade flyers

North Pole Sponsor (\$2,500)

- Sponsorship recognition on all promotional and marketing materials
- A parade banner with company name
- Business name and link on the Grosse Pointe Chamber of Commerce Parade website
- Name recognition during the videotaping of the Parade
- Business name recognition on social media posts

Elf Sponsor (\$1,000)

- A parade banner with company name
- Business name on the Grosse Pointe Chamber of Commerce Parade website
- Recognition in all promotional and marketing materials
- Footage as a sponsor on the videotaping of the Parade

Reindeer Sponsor (\$500)

- A parade banner with company name
- Business name on the Grosse Pointe Chamber of Commerce Parade website
- Recognition in all promotional and marketing materials
- Footage on the videotaping of the Parade

Sponsorship Deadline: Friday, November 6, 2015

- ☐ Platinum Sponsor \$10,000
- ☐ Santa's Workshop \$5,000
- ☐ North Pole Sponsor \$2,500
- ☐ Elf Sponsor \$1,000
- ☐ Reindeer Sponsor \$500

Organization: _____

Contact Name: _____

Address: _____

Telephone: _____ Email Address: _____

Please email or send the completed form with payment to:

Grosse Pointe Chamber Foundation

63 Kercheval, Suite 16, Grosse Pointe Farms, MI 48236

www.grossepointechamber.com

Payment Method (all payments **MUST** be received before the event)

_____ Check

_____ Visa/MC/American Express

Credit Card #: _____ Expiration date: _____

Questions? Please contact the Grosse Pointe Chamber of Commerce 313-881-4722

Lisa Hathaway

From: Matthew Willson [matthewwillson13@icloud.com]
Sent: Wednesday, October 14, 2015 5:28 PM
To: Lisa Hathaway
Subject: Appeal of FOIA fees
Attachments: 3215_001.pdf; ATT00001.htm

Ms. Hathaway,

Attached is my appeal of the fees charged for my recent FOIA request.

Matthew Willson

Sent from my iPhone

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 Received: 10-14-15 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 Ahee, 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 see attached~~ 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 compete 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 copying 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.

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

\$ 71.50

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 =

1. Labor Cost

\$ 19.40

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 =

2. Labor Cost

\$ 51.50

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: \$ _____

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 _____ =

3a.
Labor Cost

\$ _____

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

x _____ =

3b.
Labor Cost

\$ _____

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: \$ _____

☐ * Requestor has requested expedited shipping or insurance

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

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 _____ =
x _____ =

Costs:

\$ 0.00

\$ 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: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____ %
and add to the hourly wage for a total per hour rate.

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 _____ =

Costs:

\$ 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:	\$ 0.90
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 Discount

Subtotal 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 268, MCL 330.1931.
(iii) Is accompanied by documentation of its designation by the state, if requested by the City.

☐ Eligible for Nonprofit Discount

Subtotal 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.gpwmil.us Email: lhathaway@gpwmil.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)

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
E-MAIL donberschback@yahoo.com

RECEIVED

OCT 13 2015

CITY OF GROSSE PTE. WOODS
OF COUNSEL
CHARLES T. BERSCHBACK

October 12, 2015

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: The Rivers

Dear Mayor and Council:

The attorney for The Rivers residence club condo association recently provided a letter to the City Clerk on the matter of trash pickup. The Association (a total of 40 condos not involving the "main house") would like the City to pick up their trash and recycling. The City has a contract with Rizzo for trash pickups and recycling for all the single family City residents.

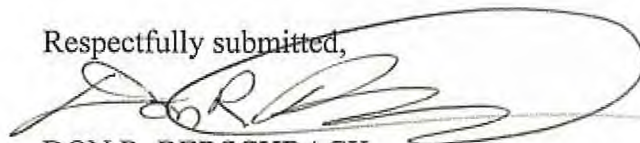
The attorney pointed out that each condo owner pays an ad valorem tax (line item on their tax bill) for trash disposal and other matters, yet the condo owners do not get the benefit of "free trash pickup". The basic rule has been not to allow trash compactor trucks to enter onto private property for fear of liability.

The City was initially reluctant to allow that service (trucks coming out to private property) because it could possibly damage the road surface. Further communication with the City Administrator and the Director of Public Works revealed that there are few other areas in the City where trash companies and their trucks are allowed to enter onto private property (not limiting themselves to our existent public roadways).

Based on the facts as gathered, it would be my recommendation to have the Council approve the attached agreement. Other cities and the condo association represented by the submitting attorney have entered into these agreements without any difficulties being experienced.

Pleasure of the Council as to the action taken. If there are any further questions, please feel free to call my office.

Respectfully submitted,



DON R. BERSCHBACK

DRB:nmg

cc: Alfred Fincham
Dee Ann Irby
Lisa Hathaway
Charles Berschback
Joe Ahee

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is dated October ____, 2015, between the City of Grosse Pointe Woods, Michigan ("City") and The Rivers Residence Club Association, a Michigan Nonprofit Corporation ("Association").

WHEREAS, the ASSOCIATION is a Michigan Nonprofit Corporation responsible for the administration and affairs of The Rivers Residence Club, a Michigan residential condominium community located in the City of Grosse Pointe Woods, Michigan;

WHEREAS, the City engages a trash removal contractor, currently Rizzo Environmental Services, to provide trash and recycle pickup services to residents throughout the City of Grosse Pointe Woods;

WHEREAS, the City does not permit its contractor to provide such services to the residents at The Rivers Residence Club out of concern that the contractor's trucks will cause damage to the concrete cul-de-sacs in The Rivers Residence Club;

WHEREAS, the Association is desirous of receiving the same trash removal services as other residents in the City of Grosse Pointe Woods and is willing to hold the City harmless for any damage that the trash removal contractor's trucks may cause to the cul-de-sacs within the Condominium.

IT IS AGREED:

1. In consideration of the mutual promises contained herein, the City will provide to the residents at The Rivers Residence Club the same trash removal and recycle services that it provides to other residents throughout the City of Grosse Pointe Woods.
2. The Rivers Residence Club Association agrees to indemnify the City and to hold the City harmless for any damage that the trash removal contractor's trucks may cause to the concrete cul-de-sacs within the Condominium.
3. This Agreement is in full force and effect as of the date of the signing of this Agreement and may be cancelled by notifying the other party in writing upon 90 days notice.
4. Notices to this shall be effective if mailed via US Postal mail to the following:

The Rivers Residence Club Association
c/o Wayne G. Wegner
Wegner Vollmer P.C.
23201 Jefferson Avenue
St. Clair Shores, MI 48080

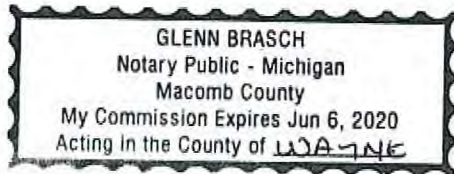
City of Grosse Pointe Woods
City Clerk
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

THE RIVERS RESIDENCE
CLUB ASSOCIATION
a Michigan Nonprofit Corporation

Dennis Dundon
By: _____
Its President

STATE OF MICHIGAN)
) ss
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me on 10/6/15,
2015, by Dennis Dundon, President of The Rivers Residence Club
Association.



[Signature]
Notary Public; MACOMB County, Michigan
My Commission Expires: 06/06/20
Acting in WAYNE County

THE CITY OF GROSSE POINTE WOODS,
MICHIGAN

By: ALFRED FINCHAM
Its: City Administrator

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____,
2015, by _____, the _____ of The City of
Grosse Pointe Woods, Michigan.

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County



WEGNER VOLLMER PC
ATTORNEYS AND COUNSELORS AT LAW

23201 Jefferson Avenue
St. Clair Shores, Michigan 48080
(586) 773-1800 Fax (586) 773-1805
www.WegnerLaw.com

Wayne G. Wegner · Jeffrey L. Vollmer · John L. Finkelmann

OF COUNSEL: Albert Spalding, Jr.

July 15, 2015

Ms. Lisa Hathaway
Grosse Pointe Woods City Clerk
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Re: The Rivers Residence Club

Dear Ms. Hathaway:

We represent The Rivers Residence Club Association. We have been discussing with the Board of Directors the issue regarding trash removal in the condominium. The Association has been advised by City officials that the municipal contractor, Rizzo Environmental Services, would not be permitted to pick up the trash in the community because the cul-de-sacs are private and there is a concern that the trucks will damage the concrete. Yet, the Association has its own trash contract directly with Rizzo, and over the past several years no damage has been evidenced.

A portion of the property tax bill to each Co-owner in the condominium includes an item for trash removal, although trash removal is not provided to the Co-owners at The Rivers by the City. Thus, our Co-owners are being asked to pay twice for the same service.

In a number of condominiums that we represent in other communities, the cities have taken a similar position. However, those cities have been willing to provide the trash removal services if the Association releases the City from any damage to the concrete that the trucks may cause. We are asking that the City of Grosse Pointe Woods consider that same arrangement, in order to eliminate the inherent unfairness that currently exists.

Please call me if you have any questions. Otherwise, I look forward to your response which hopefully will resolve this inequity.

Sincerely,

Wayne G. Wegner
wwegner@wegnerlaw.com

WGW/dap

cc: Don Berschback, Esq.
The Rivers Residence Club Association

TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Director of Public Services *JK*

DATE: October 13, 2015

SUBJECT: Recommendation – Tree Removal Contract for 2015

OCT 13 2015
CITY OF GROSSE PTE. WOODS

On September 23, 2015 a bid request was posted on the Michigan Intergovernmental Trade Network (MITN) to bid on the removal of large city trees. The request was forwarded to 144 companies. The information was also advertised in the Grosse Pointe News. The bid opening was held on October 13, 2015. Four bids were received as shown below.

COMPANY	12" to 19"	20" to 27"	28" to 35"	36" to 43"	Over 44"	Charge For Emergency Call- Out
Arbor Pro Tree Service, Inc.	\$210.00	\$425.00	\$580.00	\$1,140.00	\$1,410.00	\$65.00 per man hour
Michigan Tree & Landscaping	\$350.00	\$400.00	\$550.00	\$1,500.00	\$1,800.00	\$70.00 per man hour
The Davey Tree Expert Company	\$400.00	\$625.00	\$1,200.00	\$1,800.00	\$2,200.00	\$75.00 per man hour
J&M Tree Service	\$200.00	\$500.00	\$650.00	\$800.00	\$1,100.00	\$300.00 per hour

This contract was re-bid because Great Lakes Landscaping, originally awarded the contract for the period July 1, 2015 through June 30, 2016, contacted the DPW and indicated that they would be unable to fulfill the contract requirements. Therefore, I recommend a contract, which will be effective October 20, 2015 through June 30, 2016, be awarded to Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236. Arbor Pro held the contract for 2014-15 budget year and their work was satisfactory. Attached is a copy of a proposed contract, approved by the city attorney, as well as a certificate of insurance. This is a budgeted item included in each fiscal year budget in a total amount not to exceed \$37,000.00 in account 101-465-818.000.

If you have any questions concerning this matter please contact me.

Attachments

cc Dee Ann Irby
Bid File
O/F

Recommended for Approval as Submitted:

Alfred Fincham
Alfred Fincham, City Administrator

10-13-15
Date

Dee Ann Irby
Dee Ann Irby, City Treasurer/Comptroller

10-13-15
Date

Council Approval Required

TREE REMOVAL CONTRACT

THIS AGREEMENT, is entered into this ____ day of October, 2015, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, ("City), and Arbor Pro Tree Service, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City advertised for bids for the removal of trees on City property within the City of Grosse Pointe Woods, and prepared certain instructions, specifications and contract documents to bidders, and

WHEREAS, the Contractor made a bid in accordance with the advertisement and contract documents, and the bid has been accepted by the City on October 19, 2015,

NOW THEREFORE, in consideration of the mutual undertakings of the parties it is agreed by and between the parties as follows:

1. The contract documents consisting of the Notice of Bid, Specifications, Signature of Bidder and the Bid Sheet of the Contractor (collectively referred to as "the contract documents") shall be incorporated herein by reference, and shall become a part of this contract, and shall be binding upon both parties. The terms of this Tree Removal Contract shall control in the event of any inconsistency between this contract and the documents incorporated by reference.

2. The Contractor agrees that it will, during the term of this contract or any extension, remove trees within the City of Grosse Pointe Woods in accordance with the contract and contract documents, and in compliance with all provisions of applicable Federal, State and local laws pertaining to the functions to be performed hereunder.

3. The City agrees that it will, upon satisfactory performance of the work as required, pay to the Contractor the amounts specified in its proposal, at the time provided in the contract documents.

4. This contract shall commence OCTOBER 20, 2015 effective through JUNE 30, 2016, or until terminated as provided in the contract documents.

5. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of its duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the contract documents. The contractor is required to list the City of Grosse Pointe Woods as an additional insured.

6. In the event the Contractor shall fail, neglect or refuse to perform any and all of its duties under the contract, the City may perform such duties, and charge all costs incurred in connection therewith to the Contractor, and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of a breach.

7. This contract and contract documents represents the entire agreement of the parties. Any modifications must be in writing.

Witnessed by:

CITY OF GROSSE POINTE WOODS,
A Municipal Corporation

BY: _____
Alfred Fincham, City Administrator

ARBOR PRO TREE SERVICE, INC.
Contractor

BY: _____
James G. Bonahoom, Owner/President

Approved for Signature

Charles T. Berschback

Charles T. Berschback
City Attorney

Date: *October 14, 2015*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lakepointe Insurance Agency 25124 Jefferson Ave. St. Clair Shores MI 48081	CONTACT NAME: Jeannine Feeney PHONE (A/C, No, Ext): (586) 776-6990 FAX (A/C, No): (586) 776-7799 E-MAIL ADDRESS: Jeannine@lakepointeinsurance.com
INSURED Arbor Pro Tree Service Inc 425 Barclay Grosse Pointe Farms MI 48236	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: Travelers INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1582600805 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		35UUNOK3102	4/25/2015	4/25/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		35UUNOK3102	4/25/2015	4/25/2016	GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
							\$
A	AUTOMOBILE LIABILITY	X		35UUNOK3102	4/25/2015	4/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE \$
							AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A		6KUB2B873472	4/12/2015	4/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Where required by written contract, the certificate holder is included as Additional Insured with respect to the General Liability and Auto Liability coverages.

CERTIFICATE HOLDER The City of Grosse Pointe Woods Attn: Deborah Mathews 20025 Mack Plaza Dr. Grosse Pointe Woods, MI 48236	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Gregory Mattes/CATE
---	--

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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

RECEIVED (10A)
OCT 07 2015

CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Mr. Al Fincham, City Administrator

October 01, 2015

Client: 000896

Matter: 000000

Invoice #: 108114

REGARDING: GENERAL MATTERS

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

TOTAL **\$9,963.80**

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
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FEDERAL I.D. 38-1996878

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

October 01, 2015
Client: 000896
Matter: 000000
Invoice #: 108114

Attention: Mr. Al Fincham, City Administrator

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through September 30, 2015

DATE	ATTY	DESCRIPTION	HOURS
9/1/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	8.25
9/2/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	8.50
9/3/2015	SAJ	Attention to proofreading exhibits for 312 Brief matter.	1.20
9/8/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	6.75
9/8/2015	SAJ	Attention to proofreading of Act 312 Brief regarding Grosse Pointe Woods matter.	3.00
9/9/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	6.50
9/10/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	6.50
9/10/2015	CHR	Attention to legal research regarding Act 312 case law.	0.50
9/10/2015	SAJ	Attention to continue proofreading Act 312 Brief.	2.10
9/11/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	7.25
9/11/2015	SAJ	Attention to continue proofreading of Act 312 Brief.	1.70

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

October 01, 2015
Client: 000896
Matter: 000000
Invoice #: 108114

Attention: Mr. Al Fincham, City Administrator

Page: 2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
9/12/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	6.00
9/14/2015	DBD	Attention to review of transcripts, exhibits, legal research and preparation of the City's Post-Hearing Act 312 Arbitration Brief in the POAM matter.	4.50
9/15/2015	DBD	Attention to preparation of drafts of TPOAM and Dispatcher contracts.	0.50
Total Services			\$9,916.25

ATTORNEY	HOURS	RATE	AMOUNT
DBD DENNIS B. DuBAY	54.75	\$165.00	\$9,033.75
SAJ SHANNON A. JENNINGS	8.00	\$100.00	\$800.00
CHR CATHERINE H. REED	0.50	\$165.00	\$82.50

DISBURSEMENTS

9/24/2015	Document Reproduction	\$41.60
9/30/2015	Postage	\$5.95
Total Disbursements		\$47.55

Total Amount Due

\$9,963.80