

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENT PETITION REFERENCE COMMUNICATION

To: The Department or Commission Listed Below

From: Janice M Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

Petition No.	2025-020
Name of Petitioner	Tyson Gersh
Description of Petition	Petition to speak before City Council regarding the "Questions Regarding Board of Zoning Appeals" Memo.
Type of Petition	Hearing Before City Council
Submission Date	02/12/2025
Concerned Departments	City Council
Petitioner Contact	Tyson Gersh tysongersh@miufi.org P: 734-330-5691

Good Morning Honorable Members of the Planning and Economic Development Standing Committee,

I hope this message finds you well. I am reaching out today regarding the "Questions Regarding Board of Zoning Appeals" Memo, which as I understand, was referred to this committee by the City Council on Tuesday, February 4th, 2025 to be addressed this Thursday, February 6th, 2025 at the Planning and Economic Development Committee meeting.

In preparation for Thursday's meeting, please see the attached file "TG Reply to BZA Reply", which speaks to the contents of the memo, corrects several inaccuracies within the memo regarding the number of pages/rate per page charged, and responds to the statement regarding City Council's ability to approve fees under 9-507 of the Detroit City Charter.

In a nutshell, the BZA is required under the Zoning Ordinance to prepare and secure the transcript of all hearings as part of its own record of proceedings. This is required regardless of whether or not the decision of that hearing is appealed. The cost of securing that transcript is paid for by the taxpayer dollars that fund the BZA's operating budget. The transcripts from all hearings are therefore public documents and subject to FOIA law. Appellant requesting these already-secured transcripts cannot be charged any fee outside of the actual incremental cost of duplication. In other words, it is unlawful for the BZA to charge me \$4,749.80 for transcripts that it already has. The BZA was also required to include the transcript in the Record on appeal since the transcript is part of the BZA's Record of Proceedings. Furthermore, Recent Case Law has affirmed this interpretation. In *Michigan Ass'n of Home Builders v City of Troy* (10-16-24), the Michigan Court of Appeals opined that municipalities cannot impose fees that "double dip" taxpayers.

For your convenience, I have attached 1. the City's original Motion to Dismiss, 2. my Amended Response to the Motion to Dismiss, 3. the City's Reply to my Response, and 4. my Reply to the City's Reply to my Response to the City's Motion to Dismiss.

In anticipation of any concerns regarding communication on matters in litigation, MRPC 4.2 states that *"(a) in representing a client, a lawyer shall not communicate about the subject of the representation with a person whom the lawyer knows to be represented in the matter by another lawyer, unless the lawyer has the consent of the other lawyer or is **authorized by law to do so**"...* **"Communications authorized by law include, for example, the right of a party to a controversy with a government agency to speak with government officials about the matter"**. Therefore, communication between myself and City Council regarding this controversy with a government agency is authorized by law and does not require the consent of the City of Detroit Law Department. Furthermore, City Council is a legislative body, not a party to the case. I am not a lawyer and Detroit City Council is not represented by a lawyer in this matter.

Currently, the City of Detroit Law Department is aggressively pursuing its motion to dismiss my appeal, which is set to be heard on Friday, February 7th, 2025 at 11:00AM. I believe the basis of this motion is egregious, and the City Law Department's apparent practice of manufacturing excessive/unlawful fees to obstruct the public's access-to-justice and presents an issue of public policy, for which City Council has oversight authority and therefore a duty to address. I am aware of numerous parties-aggrieved by BZA decisions who were damaged and/or forced to abandon their right to appeal as a direct result of the BZA's transcript fee structure practices.

Tyson Gersh
Co-Founder & President | The Michigan Urban Farming Initiative
734-330-5691 | tysongersh@miufi.org | <http://www.miufi.org>
Facebook: <http://www.facebook.com/MichiganUrbanFarmingInitiative>

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE
APPELLATE DIVISION**

TYSON GERSH

Appellant,

v

**CITY OF DETROIT,
BOARD OF ZONING APPEALS**

Appellee.

Case No. 24-016574-AA

Hon. Annette Berry

**BZA Case No. 29-23, 30-23, 33-23,
35-23, 31-23, 32-23, and 34-23**

Tyson Gersh
252 Smith St.
Detroit, MI 48202
734-330-5691
tysongersh@gmail.com

CITY OF DETROIT LAW DEPARTMENT
Sheri L. Whyte (P41858)
Attorney for Appellee
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, MI 48226
313-237-3076
whyts@detroitmi.gov

**APPELLANT'S REPLY TO APPELLEE'S REPLY TO APPELLANT'S RESPONSE TO
MOTION TO DISMISS**

1. Appellee's reply claims "*Appellant has made many baseless accusations (including criminal) against the [Appellee Attorney] and the BZA*". For any claims made, Appellant has provided ample evidence and supporting legal authority. The facts speak for themselves.

2. MCR 7.122(E)(1) may not explicitly reference the transcript as part of the record filed to this appeal, but the Sec. 50-2-55 requires the BZA to prepare the transcript as part of its own record of proceedings.

Sec. 50-2-66 of the Detroit Zoning Ordinance provides: "*For each case or matter heard, the Board of Zoning Appeals shall cause a record of its proceedings to be prepared. **The record of proceedings shall include all documents considered in the case together with a transcribed stenographic record of all public proceedings.** The transcribed stenographic record shall include, but need not be limited to, the verbatim testimony offered by all witnesses in the case and all personal knowledge of members of the Board that is considered by the Board in reaching its decision. The record of proceedings shall show the grounds for each*

decision and the vote of each member upon each question, or, where absent or failing to vote, shall indicate such fact.” (emphasis added)[Sec. 50-2-66]

3. Under MCR 7.122(E)(1), the record includes “all documents and material submitted by any person or entity with respect to the application”. Since the transcript was submitted to the BZA by the Court Reporter and was done so with respect to the application, the ‘record filed’ by Appellee has unlawfully omitted material from the record once again¹.

4. Since the BZA is required under the Detroit Zoning Ordinance to secure the transcript for its own record of proceedings regardless of whether or not anyone requests it (for example in an appeal, as Appellant does now), the cost of securing the original transcript is the held by the BZA alone. In doing this, the transcript, paid for with the tax dollars that fund the BZA, is a public document and subject to FOIA laws. The BZA might have the authority to charge a fee for services under 9-507 of the Detroit City Charter, but that fee cannot be for the \$4,749.80 amount BZA **allegedly** paid for the original transcript under FOIA law.

MCL 15.234(1) provides (emphasis added): “A public body may charge a fee for a public record search, for the necessary copying of a public record for inspection, or for providing a copy of a public record if it has established, makes publicly available, and follows procedures and guidelines to implement this section as described in subsection (4). Subject to subsections (2), (3), (4), (5), and (9), **the fee must be limited to actual mailing costs, and to the actual incremental cost of duplication** or publication including labor, the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information as provided in section 14.”

5. Furthermore, the BZA’s fee of \$4,749.80 for transcripts already in its possession (a public document) and already paid for using taxpayer dollars constitutes prohibited “double dipping” per *Michigan Home Association of Home Builders v City of Troy*². The BZA fee of \$4,749.80 is not reasonable or reasonably related to the actual cost of providing the already

¹ See the numerous filings related to the incomplete, improperly filed, improperly noticed, ‘record filed’ in the preceding appeal: *Tyson Gersh v City of Detroit, Board of Zoning Appeals* Case No. 23-012066-AV

² *Michigan Ass’n of Home Builders v City of Troy*, No. 365166, (Mich Ct App Oct. 16, 2024) (unpublished) Full copy previously submitted to this Honorable Court as Exhibit N of Appellant’s Amended Response to Appellee’s Motion to Dismiss

secured transcript to Appellant, which would take all of 5 minutes of Appellee's labor to file with this Honorable Court.

6. Furthermore, the alleged cost of \$4,749.80 appears to have been manufactured specifically for the purposes of obstructing Appellant's right to appeal. Remote Legal uses an all inclusive fee structure that does not separately or additionally charge for transcripts. Transcripts come included as part of the flat fee the BZA pays for court reporting services, which again, it must do for all hearings under Sec. 50-2-55 regardless of whether someone appeals the decision or not. This appearance of manufactured cost is further evidenced by the inconsistency in how the cost is structured between the two versions of invoices the BZA provided, which do not even reflect the correct case numbers (**Exhibits: A, B, and C**) and the memo prepared by the City of Detroit Legislative Policy Division (**Exhibit D**), which states an completely different page number and rate per page from the invoices).

7. Even furthermore, Mr. Conrad Mallet of the City of Detroit Law Department issued an "unofficial legal opinion" to Council President Sheffield's staff in response to inquiry arising from Appellant's notice of the situation to City Council, where deference to the statutory fee limit was given. The opinion did not address the actual controversy in question, but it did support many of the arguments Appellant has made previously and, perhaps, more importantly it did not contradict any of Appellant's arguments. Perhaps even more importantly, it did contradict Appellee BZA's arguments for dismissal. **See Exhibit E.**

8. Furthermore, and as was stated in full detail in Appellant's Amended Response, the BZA's act of demanding compensation for services it itself did not render appears to be a misdemeanor crime under MCL 600.2519. **See Exhibit F.**

9. Furthermore, and as was stated in full detail in Appellant's Amended Response, the BZA's transcript practices, including: (a) reliance on an uncertified court reporter who is not authorized to file transcripts to the Wayne County 3rd Circuit Court, (b) practice of furnishing the MCR 7.109(3)(a) certificate on the court reporters behalf, (c) performing the MCR 7.109(e) notice and 'transcript caption' in place of affidavit on court reporters behalf, and (d) disallowing Appellant's from direct communication with the Court Reporter, amount to contempt of court under MCR 7.109(3)(f).

9. Furthermore, Ms. Whyte cites *Ladonna Renolds, et al v BZA No. 24-011318-AV* in her reply. This morning, 2-4-25, Appellant reviewed the filings to this case in the basement records department at CAYMC. It appears that Ms. Reynolds abandoned the case because she did not file anything after the initial claim of appeal. It also appears that Ms. Reynolds' case was dismissed at a review hearing on 11-27-24 (See **Exhibit G**), a few weeks prior to the 12-17-24 Notice of Intent to Dismiss and 1-7-25 Order for Dismissal (Exhibit A of Appellee's Reply). Curious about this, and after reading the grounds of Ms. Reynolds Claim of Appeal and having found her arguments compelling, Appellant called Ms. Reynolds' place of business ('All Dolled Up Glamour Studio') at approximately 4:00PM on 2-4-25 and explained his situation and asked what the details of her case's dismissal was. Ms. Reynolds stated that she was not actually aware that her case had been dismissed. Ms. Reynold's stated that the Mayor's office had contacted her and told her not to worry about the variances because the parking matter discussed would not be enforced for the foreseeable future. Due to this, Ms. Reynolds did not feel the need to pursue the appeal at this time. Appellant Gersh speculates that perhaps this is why the case was dismissed at the 11-27-24 review hearing. As it relates to this appeal, the circumstances are deeply

distinguishable and should not be used to guide this Honorable Court's evaluation of whether or not this case should be dismissed.

10. Furthermore, in another BZA appeal 3rd Circuit Court case with more similar facts and circumstances to this appeal, Hon. Susan Hubbard granted Appellant Kegan Scannel's request for the court to take superintending control to add the transcripts to the record of the appeal. (**Exhibit H**)

11. For these reasons, and those already stated, Appellant respectfully requests that this Honorable Court please: (1) Deny Appellee's Motion to Dismiss; (2) Take judicial notice of the BZA's transcript fee structure and practices; (3) Order Appellee to file the transcripts already in its possession at no cost or, alternatively, at a cost consistent with statutory limits and Appellant's means; and (4) Enjoin the BZA from continuing its unlawful transcript fee practices to safeguard public access to justice.

Respectfully submitted,

/s/Tyson Gersh

Tyson Gersh
252 Smith Street
Detroit, MI 49202
(734) 330-5691
tysongersh@gmail.com

February 3rd, 2025

Exhibit A

12-17-24 Email Attachment Invoice 1

INVOICE

1 of 1

Precision Reporters, LLC d/b/a Remote Legal
One Lincoln Center
110 West Fayette Street
Suite 750
Syracuse, NY 13202

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Invoice No.	Invoice Date	Job No.
33907	12/2/2024	24128
Job Date	Case No.	
10/14/2024	11-24, 19-24, 39-24	
Case Name		
Detroit Zoning Board		
Payment Terms		
Due upon receipt, 1.5% after 30 days		

ORIGINAL TRANSCRIPT OF:
Hearing

460.00 Pages @ 6.350 2,921.00
TOTAL DUE >>> \$2,921.00

Thank you for your valued business!

Customer agrees to pay all costs associated with the collection of a delinquent balance including but not limited to collection agency fees, reasonable attorney fees, and court costs.

Please note that a 3% processing fee is added to the balance on all credit card payments.

If you have questions, please email us at support@remotelegal.com. To make an online payment, please visit www.remotelegal.com and click on 'Make A Payment'.

Tax ID: 842527629

Please detach bottom portion and return with payment

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Job No. : 24128 BU ID : RL - REGNC
Case No. : 11-24, 19-24, 39-24
Case Name : Detroit Zoning Board
Invoice No. : 33907 Invoice Date : 12/2/2024
Total Due : \$2,921.00

Remit To: **Precision Reporters - Remote Legal**
PO Box 773010
Detroit, MI 48277-3010

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

Exhibit B

12-17-24 Email Attachment Invoice 2

INVOICE

1 of 1

Precision Reporters, LLC d/b/a Remote Legal
One Lincoln Center
110 West Fayette Street
Suite 750
Syracuse, NY 13202

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Invoice No.	Invoice Date	Job No.
33932	12/3/2024	30503
Job Date	Case No.	
11/4/2024	11-24, 19-24, 39-24	
Case Name		
Detroit Zoning Board		
Payment Terms		
Due upon receipt, 1.5% after 30 days		

ORIGINAL TRANSCRIPT OF:
Hearing Transcript

288.00	Pages	@	6.350	1,828.80
TOTAL DUE >>>				\$1,828.80

Thank you for your valued business!

Customer agrees to pay all costs associated with the collection of a delinquent balance including but not limited to collection agency fees, reasonable attorney fees, and court costs.

Please note that a 3% processing fee is added to the balance on all credit card payments.

If you have questions, please email us at support@remotelegal.com. To make an online payment, please visit www.remotelegal.com and click on 'Make A Payment'.

Tax ID: 842527629

Please detach bottom portion and return with payment.

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Job No. : 30503 BU ID : RL - REGNC
Case No. : 11-24, 19-24, 39-24
Case Name : Detroit Zoning Board
Invoice No. : 33932 Invoice Date : 12/3/2024
Total Due : \$1,828.80

Remit To: **Precision Reporters - Remote Legal**
PO Box 773010
Detroit, MI 48277-3010

PAYMENT WITH CREDIT CARD

Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

Exhibit C

1-23-25 Email from BZA to Appellant w new invoices

Page 2 of 2



**City of Detroit
Board of Zoning Appeals
Coleman A. Young Center
2 Woodward Avenue, Suite 212
Detroit, Michigan 48226
Phone: (313) 224-3595
Fax: (313) 224-4597
Email: boardofzoning@detroitmi.gov**

**BZA INVOICE: 29 thru 35-23
RECORD ID: 29 thru 35-23Trans**

Date:
January 23, 2025

Case Number: 29 thru 35-23

Applicant:

Owner:

Tyson Gersh
C-Founder & President, Michigan Urban Farming Initiative

Location of Property:

Various Addresses

Payment Due:

Transcript for BZA hearing: October 14, 2024 =	\$2,921.00
Transcript for BZA hearing: November 4, 2024 =	\$1,828.80
Total Due	\$4,749.80

Description of Service:

Hearing Transcripts

WE NO LONGER ACCEPT DIRECT PAYMENTS

Please pay using the link provided below:

<https://guestpay.divdatkiosknetwork.com/account/search>

Please click (City of Detroit - Miscellaneous Payments)
or at the City of Detroit Kiosk

***Once your in the payment system the record ID will be the invoice number aka
the case number which will be used as both.**

David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Director, City Planning Commission
Janese Chapman
Director, Historic Designation Advisory Board

John Alexander
LaKisha Barclift, Esq.
Paige Blessman
M. Rory Bolger, Ph.D., FAICP
Victory Corley
Lisa DiChiera
Eric Fazzini, AICP
Willene Green
Christopher Gulock, AICP
Marcel Hurt, Esq.
Sandra Jeffers

City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336

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Rebecca Savage
Sabrina Shockley
Renee Short
Floyd Stanley
Thomas Stephens, Esq.
Timarie Szwed
Theresa Thomas
Janice Tillmon
Ian Tomashik
Emberly Vick
Ashley A. Wilson

TO: The Honorable Detroit City Council

FROM: David Whitaker, Director
Legislative Policy Division Staff

DATE: January 31, 2025

RE: **QUESTIONS REGARDING BOARD OF ZONING APPEALS**

City Council Member Coleman A. Young II has requested the Legislative Policy Division (LPD) to answer questions regarding the fees charged by the Board of Zoning Appeals (BZA).

1. What legal authority does the Board of Zoning Appeals have to charge for transcription records and when does the requirement occur?

Pursuant to 9-507 of the 2012 Detroit City Charter, “[a]ny agency of the City may, with the approval of the City Council, charge an admission or service fee to any facility operated, or for any service provided, by an agency.”

City Council approved the most recent BZA Fee Schedule in February of 2024, which provides that a fee will be charged for transcripts at the “Court Reporter Rate Per Page.”¹ The fee schedule does not specify the price per page. This price can vary as it is negotiated between the Office of Contracting and Procurement (OCP) and the contractors that the City hires to provide transcription services.

¹ BZA Fee Schedule Attached.

2. Is there a court reporter present to transcribe all appeals? Why?

The Detroit City Code requires a transcribed record of all proceedings before the Board of Zoning Appeals:

Sec. 50-2-66. – Records

For each case or matter heard, the Board of Zoning Appeals shall cause a record of its proceedings to be prepared. The record of proceedings shall include all documents considered in the case together with a transcribed stenographic record of all public proceedings. The transcribed stenographic record shall include, but need not be limited to, the verbatim testimony offered by all witnesses in the case and all personal knowledge of members of the Board that is considered by the Board in reaching its decision. The record of proceedings shall show the grounds for each decision and the vote of each member upon each question.

The presence of a court reporter is required in order to preserve an accurate record of the proceedings. Individuals have a right to appeal final decisions of the BZA to the circuit court in which the property is located, pursuant to the Michigan Zoning Enabling Act.² The circuit court is required to review the record and decision and determine, among other things, that the decision “is supported by competent, material, and substantial evidence on the record.”³ Therefore, the presence of a court reporter at BZA hearings is essential to preserve the right for individuals to appeal any final decision of the BZA.

3. What amount, if any, is charged to the appealing party and how is the amount determined?

As stated above, the fee per page varies based on the amount negotiated between OCP and the contractor hired to provide transcription services.⁴ The City has been operating under month-to-month contracts with Remote Legal. An individual recently received a \$4,749.80 invoice from the BZA for the transcripts of two BZA hearings. The transcript was 1,102 pages in total at \$4.55 per page for the first hearing and \$3.96 per page for the second hearing. Remote Legal has indicated that, starting in 2025, its rate is now \$6.75 per page. OCP is currently soliciting bids for a long-term contract to provide these services.

Please let us know if we can be of further assistance.

² MCL 125.3606.

³ *Id.*

⁴ A possible suggestion to improve the transparency of the BZA appeal process would be to advise potential appellants of the cost per page associated with ordering a transcript when they receive a final decision from the BZA and are notified of their right to appeal.



CITY OF DETROIT
BOARD OF ZONING APPEALS

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 212
DETROIT, MICHIGAN 48226
PHONE 313-224-3595 TTY:311
FAX 313-224-4597
WWW.DETROITMI.GOV

Approved by Detroit City Council February 8, 2024

APPEAL FEE SCHEDULE

BOARD OF ZONING APPEALS

NEW BUILDINGS, ADDITIONS & ALTERATIONS (PER STRUCTURE)	\$1,200.00
CHANGE OF USE OF ANY BUILDING OR STRUCTURE... (NON-CONFORMING USE).....	\$1,200.00
DIMENSIONAL VARIANCE.....(OVER TEN (10) PERCENT)	\$1,200.00
REHEARING.....	\$1,200.00
REGULATED USES (PAWNSHOPS, BARS, ETC)	\$1,200.00
CONTROLLED USES (SDM, SDD, ETC)	\$1,200.00
" SIGNS.....	\$1,200.00
PARKING LOTS.....	\$1,200.00
PLANNING & DEVELOPMENT DEPARTMENT (Site Plan Denial)	\$1,200.00
APPEALS FROM BUILDINGS AND SAFETY DEPARTMENTS HEARING OFFICER DECISION BY (BSEED Denial) Hearing.....	\$1,500.00
HARDSHIP.....	\$1,500.00
TIME EXTENSION REQUEST TO PICK UP REQUIRED BUILDING PERMIT Over-due up to Six (6) Months.....	\$600.00
Overdue on one (1) year or more. A new case MUST be filed.....	\$1,200.00
DISMISSAL OF PETITION REQUEST BY PETITIONER WITH RETURN OF FEE.....	\$120.00
ADJOURNMENT BY PETITIONER AFTER PUBLIC NOTIFICATION.....	\$300.00
REQUESTED CORRECTIONS AND/OR CHANGES ON THE DECISION AND ORDER FROM PETITIONER.....	\$450.00
MODIFICATIONS OF EXISTING BZA GRANTS..... (i.e. Appeals of conditions, etc)	\$1,200.00
COMMUNITY APPEALS - APPEALS FROM BUILDINGS AND SAFETY ENGINEERING DEPARTMENT'S HEARING OFFICER, DECISION BY RESIDENT AREA COMMUNITY ORGANIZATIONS AND RESIDENTS ONLY WITHIN 300 FEET.....	\$0.00
TRANSCRIPT (Per Page).....	Court Reporter Rate Per Page

The Board of Zoning Appeals meets Mondays at 9:00 a.m. on the 13th Floor in the Erma L. Henderson Auditorium, Coleman A. Young Municipal Center, 2 Woodward Avenue.

To: Brian White

From: Conrad L. Mallett

Re: Payment of Transcript Fees

Date: January 27.2025.

The process of filing an appeal with the Circuit Court from the Board of Zoning Appeals (BZA) requires 4 essential steps. (1): secure from the BZA and provide to the Circuit Court, a copy of the BZA final order. (2): file a motion for the transcript if the final order is insufficient. (3) file a brief with the circuit court and (4) serve a copy of the filed brief on all parties.

According to Michigan Court Rule (MCR) 7.210 Sec. (B) the appellant is responsible for securing the filing of the transcript as provided in this rule.

In other words, the party requesting the appeal is responsible for paying the cost of securing the transcript from the court reporter.

Under MCR 8.108 Sec. E (1) the reporter or recorder is entitled to receive the compensation prescribed in the statute on fees from the person who makes the request.

According to MCR 8.108 Sec. E (2) the court may order the transcript prepared without expense to either party. Except when otherwise provided by contract the court reporter or recorder shall receive from the appropriate governmental unit the compensation specified in the statute on fees for transcript ordered by the Court.

In other words, the appellant, if truly operating under a hardship will have to make that showing to the Circuit Court. As stated, if ordered by the Circuit Court the appropriate governmental unit will have to pay the transcript cost. In this case that unit would be the BZA and thus the City of Detroit.

From: V Stewart <textme2v@gmail.com>
Subject: Fwd: [EXTERNAL] Meeting request
Date: February 3, 2025 at 6:48 PM
To: Tyson Gersh <tysongersh@mlufi.org>, Warwick Joanne <warwick_joanne@yahoo.com>

----- Forwarded message -----
From: Brian White <bwhite@detroitmi.gov>
Date: Mon, Feb 3, 2025, 4:37 PM
Subject: Re: [EXTERNAL] Meeting request
To: Mary Sheffield <msheffield@detroitmi.gov>, V Stewart <textme2v@gmail.com>

Good afternoon Ms. Stewart,

Below you'll find the answers to questions posed regarding obtaining transcripts from the Board of Zoning Appeals (BZA). Additionally, I am attaching an unofficial opinion provided by the City's Corporation Council concerning the matter which outlines that an appellant may petition the Court to have the Court order the court reporter provide both sides the official transcript at the cost to the City. This information was conveyed to Tyson by Ari this past Friday. Lastly, BZA and the Office of Contract and Procurement (OCP) put out a new bid for court reporting services and received only one bid. Since there is a requirement for OCP to receive three quotes, they put the bid back out for 10 days starting on January 29, 2025 it appears.

1. Who is the court reporter and where is that information? How is someone to know who to contact and how to get this kind of information? Also, are you saying to ask a court reporter for a Zoom tape? or for what kind of recording? Are we talking about the same kind of tapes?

The court reporter is Remote Legal. You may contact the OCFC who is handling the contract negotiations for the court reporter. By contacting the BZA office you can get the information on the court reporter. The court reporter does not use Zoom for their transcribing. They have their own equipment for recording and transcribing. We don't do tapes or CD's.

2. Why did the BZA decide to no longer record its public hearings and meetings on Zoom when Detroit residents and taxpayers pay for this technology, and, when the full audio and visual hearing/meeting tapes used to be available to the public upon request?

The court reporter provides the official transcript. The BZA does not record the Zoom meetings because the recordings are not official, the BZA is being sued by several different parties (it is required they purchase an official transcript). The BZA

Hearing are on Zoom as a courtesy, State law does not require we use Zoom. "The Michigan Open Meetings Act does not currently allow board members to participate remotely in public meetings, meaning a member who connects via Zoom or another method does not count towards quorum and may not vote."

3. Please ask President Sheffield to ask the BZA to return to its prior Zoom recording and access practices that allowed residents to review the Zoom hearing recordings. If we residents and taxpayers pay for the City and City departments and entitles to use Zoom, then why not?

The Michigan Open Meetings Act does not explicitly address the impact of remote participation on recording requirements. However, the act states that remote participation does not count towards quorum and prevents remote participants from voting. This suggests that recordings of meetings with remote participants may not be required.

However, it is important to note that the act does not explicitly prohibit recording meetings with remote participants. Additionally, other laws or regulations may require the recording of public meetings, even if remote participation is not allowed. Therefore, it is advisable to consult with legal counsel to determine the specific recording requirements in your situation.

If we can be of any other assistance, feel free to reach back out to our office.

Thank you,

Brian H. White
Chief of Staff
Council President Mary Sheffield
Detroit City Council - District 5
Coleman A. Young Municipal Center
[2 Woodward Ave, Suite 1340](#)
[Detroit, MI 48226](#)
(313)224-4505 (office)
(313)224-0367 (fax)
(313)224-1823 (Direct)
(313)213-5383 (cell)
whiteb@detroitmi.gov

From: Mary Sheffield <sheffieldm@detroitmi.gov>
Sent: Sunday, February 2, 2025 6:08 PM
To: V Stewart <textme2v@gmail.com>; Brian White <whiteb@detroitmi.gov>
Subject: RE: [EXTERNAL] Meeting request

Our office has looked into it. Brian can you please respond.

Thanks,

Mary Sheffield
Detroit City Council President- District 5
[2 Woodward Ave., Suite 1340](#)
[Detroit, MI 48226](#)

From: V Stewart <textme2v@gmail.com>
Sent: Thursday, January 30, 2025 2:02 PM
To: Mary Sheffield <sheffieldm@detroitmi.gov>; Brian White <whiteb@detroitmi.gov>
Subject: [EXTERNAL] Meeting request

Good Afternoon Councilmember Mary Sheffield,

Has a meeting been set up regarding the transcript fees of \$6.35 per page from the Detroit Board of Zoning Appeals?

What information were you able to acquire?

Regards,

S. Stewart

Law Opinion - BZA MCR transcript (1)
.docx
15 KB



5. Criminal Liability for Unlawful Fee Demands

A. Excessive Fees Prohibited: Under MCL 600.2513, public officials and entities may not demand fees beyond those permitted by law (see Argument II: Unreasonable Fees).

"A judge of any court, sheriff, bailiff, district court magistrate, or other officer; or other person except attorneys at law to whom any fees or compensation shall be allowed by law for any service, shall not take or receive any other or greater fee or reward for his service, but such as is or shall be allowed by the laws of the state." [MCL 600.2513]

B. BZA's Demand for Compensation Unlawful: Under MCL 600.2516, Public officials and entities may not demand compensation for services not actually rendered by themselves.

16

"No fee or compensation allowed by law shall be demanded or received by any officer or person for any service, unless such service was actually rendered by him;" [MCL 600.2516]

C. Consequences of Violation: Under MCL 600.2519, actions violating MCL 600.2513 or MCL 600.2516 are deemed misdemeanor crimes and may result in treble damages and forfeiture of office.

A violation of either MCL 600.2513 or 600.2516 shall be deemed a misdemeanor, and the person guilty thereof shall be liable to the party aggrieved for treble the damages sustained by him, and such violation shall be a cause for forfeiture of office." [MCL 600.2519].

D. In demanding compensation that exceeds the statutory rate for services not actually rendered by the BZA, the BZA appears criminally liable to Appellant for treble damages and potentially warrants forfeiture of office.

☆ SUMMARY
24-011318-AV
Reynolds, Ladonna, et al. v City of Detroit Board of Zoning Appeals

Most Recent Events & Hearings

- 01/07/2025 Close/Final - Order Dismiss/Denying Appeal, Signed and Filed
(Clerk: O'Neil, N)
- 12/17/2024 Notice of Intent to Dismiss Appeal Sent
(Clerk: Delbach, K)
- 12/13/2024 Order Amending, File Supplemental Pleading, Signed and Filed
(Clerk: Delbach, K)
- 12/10/2024 Briefing Schedule
Lower Court File Due: Appellant Brief Due: Appellee Brief Due: (Clerk: Delbach, K)
- 11/27/2024 **Review Hearing** (Judicial Officer: Smith, Leslie Kim)
8:00 AM Location: 1707 CAYMC
Result: Reviewed by Court
case dismissed
- 11/18/2024 Claim of Appeal, Filed
(Clerk: Delbach, K)
- 11/18/2024 Miscellaneous Pleadings, Filed
(Clerk: Delbach, K)
- 11/18/2024 Miscellaneous Pleadings, Filed
(Clerk: Delbach, K)
- 11/18/2024 Proof of Service, Filed
(Clerk: Delbach, K)

[View more events](#)

February 4th 2025 | 10:01 am | TCCPROD | KioskCAYMCOdyssey

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

KEGAN SCANNELL,

Appellant/BZA Petitioner,

v

CITY OF DETROIT,

Appellee.

Case No.: 24-000280-AA

Hon. Susan L. Hubbard

BSEED SLU 2023-00093

CHARLOTTE MCCRAY (P82502)

Attorney for Appellant

220 W. Congress St., PMB# 684

Detroit, Michigan 48226

504-994-3877, Fax: 810-222-1099

charlottemccray@gmail.com

KERLYNE ALEXIS-PINKINS (P76302)

CITY OF DETROIT LAW DEPARTMENT

Attorney for Appellee, the City of Detroit

2 Woodward Avenue, Suite 500

- Detroit, Michigan 48226

313.237-5064 / Fax: 313.224.5505

kerlyne.alexis-pinkins@detroitmi.gov

**ORDER GRANTING APPELLANT SCANNELL'S MOTION FOR THE COURT TO
EXERCISE SUPERINTENDING CONTROL AND PREPARE
AND ADD TRANSCRIPTS TO THE RECORD**

At a session of the Wayne County Circuit Court held in the
the City of Detroit, County of Wayne, Michigan,
on March 1, 2024 at 9:00.

PRESENT: Hon. Judge Susan Hubbard
CIRCUIT COURT JUDGE

This matter having come before the Court on Appellant Scannell's Motion for the Court
to Exercise Superintending Control and Prepare and add Transcripts to the Record, IT IS

HEREBY ORDERED:

1. Appellant Scannell's Motion for the Court to Exercise Superintending Control and
Prepare and Add Transcripts to the Record is GRANTED;

2. Pursuant to MCR 7.122(E)(4) and (6), Appellee shall produce certified transcripts of the following hearings within 30 days of the entry of this Order:

- July 19, 2023 City of Detroit Buildings, Safety Engineering, and Environmental Department (BSEED) hearing on case BSEED SLU 2023-00093
- November 13, November 20, and December 11, 2023 Board of Zoning Appeals (BZA) hearings on Kegan Scannell's appeal of BSEED SLU 2023-00093.

3. Pursuant to MCR 7.122(E)(1) and (2), the Appellee or its City Clerk shall transmit to the Court "the original or a copy certified by the city, village, township, or county clerk of the application, all documents and material submitted by any person or entity with respect to the application, the minutes of all proceedings, and any determination of the officer or entity," including all certified transcripts of the above hearings and those other documents and things previously omitted from Appellee's "MCR 7.122(E) Certificate" within 30 days of the entry of this Order.

4. Pursuant to MCR 7.122(E)(4), the Court will exercise superintending control over the Detroit City Clerk to prevent delay and ensure that the certified record complies with 7.122(E).

5. Pursuant to MCR 7.111, 7.122, 7.122(E)(1), the Court vacates its Scheduling Order entered February 12, 2024 and will allow 30 days from it and Appellant's receipt of the complete record on appeal and the above transcripts for Appellant Kegan Scannell to file his appeal brief.



CIRCUIT COURT JUDGE

DATE

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

TYSON GERSH,

Appellant,

Case No. 24-016574-AA

Hon. Annette J. Berry

BZA Case Nos. 29-23, 30-23, 33-23, 35-23,
31-23, 32-23 and 34-23

V

Hearing: 2/7/25, 11:00 a.m.

**CITY OF DETROIT BOARD OF
ZONING APPEALS,**

Appellee.

Tyson Gersh
Appellant Pro Se
252 Smith Street
Detroit, MI 48202
(734) 330-5691
tysongersh@gmail.com

CITY OF DETROIT LAW DEPARTMENT
Sheri L. Whyte (P41858)
Attorney for Appellee
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 500
Detroit, Michigan 48226
(313) 237-3076
whyts@detroitmi.gov

APPELLEE’S REPLY TO APPELLANT’S RESPONSE TO MOTION TO DISMISS

Appellant has made many baseless accusations (including criminal) against the undersigned and the BZA, so counsel feels compelled to respond. Appellant’s real complaint, however, is that the transcripts of these hearings on remand (which totaled about 17 hours over two hearing dates) were not included in the “record” that was filed, and thereby free of charge to Appellant. Appellee wants to make clear why they were not.

It is true that Appellee included the BZA hearing transcript with the “record” as filed in the previous round of appeals in late 2023 and early 2024, which resulted in the remand that is the subject of the current round of appeals. However, after this counsel realized that the transcript is not included in the definition of “the record” under MCR 7.122(E)(1), which provides (emphasis added):

(E) Record on Appeal; Transmittal of the Record.

(1) The record includes the original or a copy certified by the city, village, township, or county clerk of **the application, all documents and material submitted by any person or entity with respect to the application, the minutes of all proceedings, and any determination of the officer or entity.**

Therefore, the transcripts do not appear in the record as filed in this second round of appeals. MCR 7.109(B)(1) then applies, which makes **Appellant** responsible for securing the filing of the transcripts, and his failure to do so is the subject of Appellee's motion. Civil appeals are not free. Notably, the Court of Appeals, when a transcript is not timely filed, sends a defect letter to the **Appellant** and dismisses the appeal unless **Appellant** cures the defect.

In fact, just last month Judge Leslie Kim Smith dismissed another BZA appeal *sua sponte* for the appellant's failure to secure the filing of the transcript. *Ladonna Reynolds, et al v BZA*, No. 24-011318-AV (**Exhibit A**).

Indeed, Appellant's position is beyond inconsistent. He contends that there was something improper about the transcript having been included in the 2023 record when he did not object to such at that time. Certainly he would not be complaining now if the current transcripts had been included in the 2024 record, which as defined does **not** include transcripts. This demonstrates that he simply does not want to pay for the transcripts.

For these reasons, and those already stated, Appellee respectfully requests that the Court grant its motion to dismiss.

Respectfully submitted,

/s/Sheri L. Whyte

Sheri L. Whyte (P41858)

Senior Assistant Corporation Counsel

City of Detroit Law Department

2 Woodward Avenue, Suite 500

Detroit, MI 48226

(313) 237-3076

whyts@detroitmi.gov

Dated: February 3, 2025

Original – Court entering dismissal
 1st copy – Court receiving notice of dismissal
 2nd copy - Appellant
 3rd copy - Appellee

Approved, SCAO

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	ORDER DISMISSING APPEAL	CASE NO. 24-011318-AV
--	--------------------------------	---------------------------------

Court address: 2 Woodward Avenue, Detroit, MI 48226 Courtroom 1707 Court telephone no. 313-224-2427

Reynolds, Ladonna , et al. v City of Detroit Board of Zoning Appeals

Plaintiff name(s) and address(es)	Defendant name(s) and address(es)
Plaintiff(s) attorney, bar no., address, and telephone no., P-	Defendant(s) attorney, bar no., address, and telephone no., P-

THE COURT FINDS:

- ☒ 1. The appellant was sent a notice of deficiency on 12/17/2024 and did not remedy the deficiency within 14 days after the notice was served. Date
- ☐ 2. The parties stipulated to dismissal of the appeal.
- ☐ 3. The appellant filed an unopposed motion to withdraw the appeal.
- ☐ 4. The appellant failed to pursue the appeal in conformity with the Michigan Court Rules.
- ☐ 5. The appeal was vexatious.
- ☐ 6. The court does not have jurisdiction.
- ☐ 7. Other: _____

IT IS ORDERED:

- ☒ 8. The appeal is dismissed.
- ☐ 9. Damages are assessed as follows: _____

/s/ Leslie Kim Smith

January 7, 2025

35218

Date

Judge Leslie Kim Smith

Bar No.

CERTIFICATE OF MAILING

I certify that on this date I served a copy of this order on the parties or their attorneys and on the trial court or agency by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

Date

Signature

Original – Court
1st copy – Appellant
2nd copy – Appellee

Approved, SCAO

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	NOTICE OF INTENT TO DISMISS APPEAL	CASE NO. 24-011318-AV
--	---	----------------------------------

Court address: 2 Woodward Avenue, Detroit, MI 48226 Courtroom 1707 Court telephone no. 313-224-2427

Reynolds, Ladonna, et al. v City of Detroit Board of Zoning Appeals

Plaintiff name(s) and address(es) <input checked="" type="checkbox"/> Appellant
Plaintiff(s) attorney, bar no., address, and telephone no.

v

Defendant name(s) and address(es) <input type="checkbox"/> Appellant
Defendant(s) attorney, bar no., address, and telephone no.

TO THE APPELLANT:

Your appeal is deficient for failure to file the following within the time required by the Michigan Court Rules, and the court has not entered an order to extend that time.

- ☒ Transcript
☐ Proof of Service
☐ Brief
☐ Other: _____

Your appeal will be dismissed unless you file the required documents with this court within 14 days of the date this notice was mailed.

12/17/2024

Date

/s/Kimberly DeLoach

Court clerk

CERTIFICATE OF MAILING

I certify that on this date I served a copy of this notice on the parties or their attorneys by first-class mail addressed to their last-known addresses as defined in MCR 2.107(C)(3).

Date

Signature

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

TYSON GERSH,

Appellant,

Case No. 24-016574-AA

Hon. Annette J. Berry

BZA Case Nos. 29-23, 30-23, 33-23, 35-23,
31-23, 32-23 and 34-23

v

**CITY OF DETROIT BOARD OF
ZONING APPEALS,**

Appellee.

Tyson Gersh
Appellant Pro Se
252 Smith Street
Detroit, MI 48202
(734) 330-5691
tysongersh@gmail.com

CITY OF DETROIT LAW DEPARTMENT
Sheri L. Whyte (P41858)
Attorney for Appellee
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 500
Detroit, Michigan 48226
(313) 237-3076
whyts@detroitmi.gov

I hereby certify that I have complied with all provisions of LCR 2.119(B) on motion practice.

/s/Sheri L. Whyte

APPELLEE'S MOTION TO DISMISS

Now comes Appellee, City of Detroit Board of Zoning Appeals, by and through its undersigned attorney, and pursuant to MCR 7.110 and 7.211(C)(2)(b) moves this honorable Court for an order dismissing this appeal, for the reasons set forth in the brief attached hereto.

Respectfully submitted,

/s/Sheri L. Whyte

Sheri L. Whyte (P-41858)

Senior Assistant Corporation Counsel

City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, MI 48226
(313) 237-3076
whyts@detroitmi.gov

Dated: January 17, 2025

APPELLEE'S BRIEF IN SUPPORT OF ITS MOTION TO DISMISS

STATEMENT OF JURISDICTION

This is a motion to dismiss pursuant to MCR 7.110 and MCR 7.211(C)(2)(b).

STATEMENT OF QUESTION INVOLVED

SHOULD THIS APPEAL BE DISMISSED FOR APPELLANT'S FAILURE TO SECURE THE FILING OF THE TRANSCRIPTS OF THE 2 BZA HEARINGS?

Appellee answers: "Yes."

STATEMENT OF FACTS

Appellant filed this appeal but has failed to secure the filing of the transcripts of the two BZA hearings involved (October 14 and November 4, 2024). Assuming that he requested the transcripts on November 11, 2024 as he states, they were to be filed by January 6, 2025 per MCR 7.109(B)(3)(i)[C].

ARGUMENT

MCR 7.211(C)(2)(b), made applicable in circuit court appeals by MCR 7.110, provides as follows:

(2) Motion to Dismiss. An appellee may file a motion to dismiss an appeal any time before it is placed on a session calendar on the ground that

(b) the appeal was not filed or pursued in conformity with the rules; ...

Further, MCR 7.109(B)(1) provides that "... [t]he appellant is responsible for securing the filing of the transcript as provided in this rule. Unless otherwise provided by circuit court order or this subrule, the appellant shall order the full transcript of testimony and other proceedings in the trial court or agency. Under MCR 7.104(D)(2), a party must serve a copy of any request for transcript preparation on the opposing party and file a copy with the circuit court." MCR 7.122(A)(1) explicitly provides that this subrule applies in a BZA appeal.

Appellant has failed to secure the filing of the transcripts of the two BZA hearings that are the subjects of this appeal, and has thus failed to pursue the appeal in conformity with the rules. Therefore, the Court should dismiss.

CONCLUSION

For these reasons, Appellee requests that this Court enter an order dismissing this appeal.

Respectfully submitted,

/s/Sheri L. Whyte

Sheri L. Whyte (P-41858)

Senior Assistant Corporation Counsel

City of Detroit Law Department

2 Woodward Ave., Ste. 500

Detroit, Michigan 48226

(313) 237-3076

whyts@detroitmi.gov

DATED: January 17, 2025

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE
APPELLATE DIVISION**

TYSON GERSH
Appellant,

v

**CITY OF DETROIT,
BOARD OF ZONING APPEALS**
Appellee.

Case No. 24-016574-AA
Hon. Annette Berry
**BZA Case No. 29-23, 30-23, 33-23,
35-23, 31-23, 32-23, and 34-23**

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CITY OF DETROIT LAW DEPARTMENT
Sheri L. Whyte (P41858)
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**APPELLANT'S AMENDED RESPONSE TO APPELLEE'S MOTION TO DISMISS,
REQUEST FOR JUDICIAL NOTICE OF DETROIT BZA TRANSCRIPT PRACTICES,
AND REQUEST FOR APPELLANT AND PUBLIC RELIEF FOR GOOD CAUSE**

Oral Arguments scheduled 2-7-25

Certification by Attorney

I hereby certify that I have complied with all provisions of LCR 2.119(B) on motion practice.

February 3rd, 2025

Respectfully submitted,
/s/Tyson Gersh
Tyson Gersh
252 Smith Street
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**APPELLANT'S AMENDED RESPONSE TO APPELLEE'S MOTION TO DISMISS,
REQUEST FOR JUDICIAL NOTICE OF DETROIT BZA TRANSCRIPT PRACTICES,
AND REQUEST FOR APPELLANT AND PUBLIC RELIEF FOR GOOD CAUSE**

Now comes Appellant Pro Se Tyson Gersh, and pursuant to MCR 7.110, MCR 2.119(C)(b), MRE 201(b), responds to Appellee's Motion to Dismiss and requests that this Honorable Court please:

1. Deny Appellee's request for an order dismissing this appeal,
2. Take judicial notice of Appellee City of Detroit Board of Zoning Appeals practices of charging Appellants \$6.35 per page for transcripts already paid for using public funds and already secured by Appellee, and
3. Order Appellee to file the transcripts already in its possession to this case at waived or significantly reduced cost consistent with Appellant's means and/or statutory fee caps, and
4. Provide relief to the public through Court Order enjoining Appellee from obstructing public access-to-justice through unlawful practices for the reasons set forth in the brief attached hereto.

Respectfully submitted,

/s/Tyson Gersh

Tyson Gersh

252 Smith Street

Detroit, MI 49202

(734) 330-5691

tysongersh@gmail.com

February 3rd, 2025

DISCLAIMER

Appellant would like to state for the record that the claims made in this response are not intended as direct criticisms of BZA Director Ribbron or BZA Staff. the nature of their jobs require them to be responsible for many problems not of their own making. The claims set forth in the brief attached hereto speak to structural problems with the BZA that Appellant seeks to address, without harm to the individuals which it employs.

APPELLANT'S BRIEF IN SUPPORT OF ITS RESPONSE, REQUEST FOR JUDICIAL NOTICE, AND REQUEST FOR RELIEF

STATEMENT OF QUESTIONS INVOLVED

- I. WOULD GRANTING APPELLEE'S REQUEST FOR DISMISSAL OF THIS APPEAL CONTRAVENE PRINCIPLES OF FAIRNESS AND ACCESS-TO-JUSTICE FOR PRO SE LITIGANTS?

Appellant answers: "Yes"

- II. IS APPELLEE'S AMOUNT AND RATE FOR COMPENSATION DEMANDED FOR TRANSCRIPT UNREASONABLE?

Appellant answers: "Yes."

- III. IS APPELLEE'S REQUEST FOR DISMISSAL DUE TO APPELLANT'S LACK OF MEANS TO PAY \$4,749.80 TRANSCRIPT FEES UNCONSTITUTIONAL?

Appellant answers: "Yes."

- IV. ARE APPELLEE AND COURT REPORTER TRANSCRIPT PRACTICES UNLAWFUL?

Appellant answers: "Yes."

- V. DOES APPELLEE TRANSCRIPT FEE STRUCTURE PRESENT A PUBLIC POLICY CONCERN IN WHICH A PUBLIC ENTITY'S PRACTICES OBSTRUCT PUBLIC ACCESS-TO-JUSTICE?

Appellant answers: "Yes."

STATEMENT OF FACTS

The following events occurred on the following dates:

1. *11-11-24*: Appellant Tyson Gersh requested the transcripts for the above mentioned BZA cases pursuant to *MCR 7.109(B)* and *MCR 7.104(D)(2)* (**Exhibit A**).

2. *11-12-24*: City of Detroit, Board of Zoning Appeals (hereinafter 'BZA') Director Ribbron confirmed Appellant's request (**Exhibit B**).

3. *12-11-24*: Gersh requested a status update on the transcript order from Appelle BZA Counsel Ms. Whyte, who replied the same day stating that BZA Dir. Ribbron may be able to provide the requested update and stated that the filing and payment of the transcript was AT's responsibility pursuant to *MCR 7.109(B)* (**Exhibit C**).

4. *12-17-24*: BZA Dir. Ribbron sent Appellant Gersh invoices totaling **\$4,749.80** for the transcript request at a rate of **\$6.35 per page** and instructed Appellant to "contact the 'Court Clerk'" (emphasis added). The 'Court Clerk' Per Dir. Ribbon's email, appears to be the '*Billing and Production Team*' of New York-based '*Remote Legal, LLC*' d/b/a '*Precision Reporters*' (hereinafter 'RL') (**Exhibit D1, D2, and D3**).

4(a). *That same day*, Appellant Gersh called the provided number for the Remote Legal, who expressed confusion about the inquiry and said they would contact BZA and follow up with Appellant.

4(b). *That same day*, Appellant Gersh notified BZA that Remote Legal would contact the BZA (**Exhibit D4**).

4(c). *Later that day*, the Remote Legal called Appellant Gersh back, stating that the Remote Legal could not discuss the transcript because Appellant was not their client, and

questioned why the BZA had sent an invoice to him. Appellant then emailed the BZA regarding Remote Legal follow-up (**Exhibit D5**).

5. 12-18-24: Appellant emailed BZA following up on the matter (See **Exhibit E**).

6. 12-20-24: BZA Director Ribbron replied to Appellant stating that:

“The BZA has the tra[n]script. We will submit a bill to with the Precision bills payable to the Board of Zoning Appeals. Once we rec[ei]ve p[a]yment I will provide you with the transcripts for October and November.” (emphasis added) [**Exhibit F: 12-20-24 Email from BZA**]

7. *9-13-23*: BZA Dir. Ribbron stated that *“the average [transcript] cost is \$300”* (**Exhibit G**), which is inconsistent with the amount of \$4,749.80 demanded on 12-17-24 (emphasis added).

8. 1-21-25: Appellant went to the Detroit Bar Association’s Detroit Legal Services (DBA) Clinic seeking guidance on this matter. The DBA attorney reviewed the situation and a draft version of this brief and encouraged appellant to it.

8(a). *Later that day*, Appellant discovered Remote Legal’s website, which details the company’s ‘all inclusive’ fee structure for court reporting services. Customers pay a flat rate per hour and receive a full suite of products,¹ which include certified copies of hearing transcripts at no additional cost to Remote Legal’s clients. In other words, any client who has a Remote Legal Court Reporter appear at a hearing, as the BZA does for all hearings, gets a certified transcript from that hearing at no additional charge. (See **Exhibit H**).

10. 1-22-25: Appellant booked and participated in a free demonstration consultation with Remote Legal to get a better understanding of the “all inclusive” fee structure of Remote Legal’s

¹Remote Legal’s all inclusive fee structure includes the following suite of Court Reporting Services: “reporter’s appearance, the real time connection fee, the pre-disposition exhibit management, the court reporters time, real time transcription, the per page video recording surcharge, the per page expert testimony surcharge, videographer set up and break down, rough transcript, **certified transcript**, witness only video, witness exhibit dual view picture in picture video, real-time transcript synched to video, exhibits scanning and distribution, video files in MPEG format, Long-term work product storage (7 years)” [remotelegal.com/pricing]

Court Reporting services (See **Exhibit I**). During this consultation, Appellant's understanding of Remote Legal's fee structure (see Para. 10 above) was confirmed.

11. *1-23-25*: Appellant filed a FOIA request for the transcripts (See **Exhibit J**)

12. *Later that day*, BZA emails Appellant new invoice and Kiosk Instruction (**Exhibit K**)

12. *Later that day*, Appellant raised the issue during public comment before the Detroit City Council Neighborhood Services Committee. Councilmembers Young and Calloway expressed significant concern and contacted the Detroit Law Department. DLD Attorney Graham Anderson appeared, expressed confusion over the cost, and promised to investigate/follow up.

13. Appellant filed a draft version of this response due to confusion of whether or not oral arguments for Appellee's Motion to Dismiss were to occur on 1-31-25.

14. *1-30-25*: Appellant brought the matter before Detroit City Council again and Mr. Graham appeared shortly after via zoom to state that he was happy to meet with AT, but once again never reached out.

15. *Later that day*, the City of Detroit published an RFP/RFQ² for Court Reporting Services specifically for the BZA (See **Exhibit L**). The RFQ Scope of Work specifically states (emphasis follows):

"Only the department staff, board members and law department will have access to the transcribed files from the court reporter; all other interested parties will have to send a request for the transcript from the department in writing." ... "The court reporter is obligated not to expose or sell a transcript to anyone other than the Board of Zoning Appeals without consent involved. Also, the court reporter may not include statements made off the record in the official transcript." [**Exhibit L**]

16. *Later that day*, Oral Arguments were rescheduled for 2-7-25

17. *2-3-25*: Appellant now files this amended response

² Which suggests the contract between BZA and RL has been terminated, presumably due to the aforementioned actions and/or the legal violations presented in this response, which Appellant also raised with Detroit City Council.

ARGUMENT

Appellant's request for relief is predicated on the following arguments: (1) Granting Appellee BZA request for dismissal would be a miscarriage of justice. The rate of \$6.35 per page and a total amount of \$4,749.80 in transcript fees demanded by BZACourt Reporter is (2) unreasonable by statutory standards (3) outside of Appellant's means, therefore violating Due Process, Equal Protection, and Appellant's right to perfect appeal, (4) presents a public policy concern in that a public entity's practices de facto obstruct public access-to-justice, and (5) amounts to statutorily defined misconduct, contempt of court, and criminal activity.

Argument I: Dismissing the Appeal Would Violate Principles of Fairness and Access to Justice for Pro Se Litigants

Dismissing this appeal would be unjust given Appellant's good-faith efforts and the procedural obstacles imposed by Appellee. Courts recognize the unique challenges faced by pro se litigants, warranting liberal construction of filings and procedural flexibility.

1. Liberal Construction of Pro Se Litigation is a Critical Safeguard

Courts have consistently held that pro se litigants should be afforded liberal construction of their filings to mitigate the disadvantages they face compared to litigants represented by counsel. SCOTUS, in cases like *Haines v. Kerner* and reaffirmed through *Estelle v. Gamble*, recognized that pro se pleadings should be held to less stringent standards to ensure access to the courts. The requested dismissal of this appeal due to a procedural issue related to securing the transcript disregards this principle, particularly because:

A. Appellant has made good-faith efforts to address the transcript issue, including bringing the transcript fee structure problems to Detroit City Council's attention, requesting clarification on transcript cost, legality of the charges, and procedural compliance with court reporting rules.

B. BZA & Remote Legal have exacerbated barriers to AT, including procedural irregularities, lack of transparency, improper invoicing, and refusal to allow direct communication with the Court Reporter, Remote Legal.

Liberal construction should extend not only to pleadings but also to procedural irregularities beyond appellant's control. The procedural issue here should not outweigh the substantive merits of Appellant's appeal.

2. Courts Should Apply Flexibility to Preserve AT's Right to a Meaningful Appeal

In *Griffin v. Illinois*, SCOTUS held that states may not structure procedural requirements in a way that effectively denies appellate review to indigent or disadvantaged litigants. The unreasonable transcript costs and procedural obstacles placed by the BZA have created a significant barrier to Appellant's ability to perfect the appeal. In line with *Griffin*, liberal construction should extend to considering alternative ways to ensure Appellant can access appellate review—such as ordering the BZA to file the transcript it already possesses.

3. Conclusion: Dismissal Contravene the Purpose of Liberal Construction and Due Process

Given the systemic obstacles Appellant has faced in securing the transcript filing and the financial barrier imposed by the appellee, dismissing this appeal would contravene the purpose of liberal construction and Appellant's access-to-justice. Appellant requests this Honorable Court consider these barriers and BZA role in creating them before ruling on any motion to dismiss. Instead of dismissal, this Honorable Court can explore solutions such as ordering the BZA to provide the transcript or granting a waiver or reduction of the transcript fees in light of the circumstances.

ARGUMENT II: COMPENSATION DEMANDED IS UNREASONABLE

By statute, principle, and common sense, the compensation demanded is unreasonable.

1. Compensation Demanded Exceeds Statutory Fee Caps

New York based ‘Remote Legal, LLC’ d/b/a ‘Precision Reporters’ is hired by Appellee to do court reporting services at BZA hearings and allegedly charges **\$6.35 per hearing transcript page**.

Pursuant to *MCL 600.2543(1)*, the rate for transcripts produced in the normal course of business is **\$1.75 per original page and \$0.30 per page for each copy**, unless a lower rate is agreed upon. At the rate this statute authorizes the 748 pages of transcript in question would be **\$1,309.00**.

“MCL 600.2543 Circuit court reporters or recorders; fees for transcripts; fees as part of taxable costs.

*(1) The circuit court reporters or recorders are entitled to demand and receive per page for a transcript ordered by any person the sum of **\$1.75 per original page and 30 cents per page for each copy**, unless a lower rate is agreed upon. For a transcript ordered by the circuit judge, reporters or recorders are entitled to receive from the county the same compensation. The supreme court, by administrative order or court rule, may authorize the payment to circuit court reporters or recorders the sum of **\$3.00 per original page and 50 cents per page for each copy** for transcripts ordered...”(emphasis added)[MCL 600.2543]*

Therefore, BZA is attempting to charge Appellant nearly **4x the rate authorized under statute** that a court reporter could charge for transcripts in Circuit Court.³ Even by Supreme Court order a court reporter would at most be allowed to charge \$3.00 per original page, which is still less than half the cost per page being charged by Appellee.

Furthermore, since the BZA already received, paid for (using taxpayer dollars), and is currently in possession of the certified transcript, Appellant is actually requesting copies of the transcript. The statutory fee cap for copies of transcripts is \$0.30 per page, so the total cost of

³ While plain language of this rule refers to Circuit Court Recorders, the MCRR published by the SCAO defers to this rule as the statutory rate when prescribing rates for court reporter compensation across other courts as well.

748 pages at \$0.30 per page would be a more reasonable **\$224.40; a cost that is 21x less or 4.7% of the total fee the BZA is currently demanding.**

The State Court Administrative Office ('SCAO') Manual On Court Reporting and Recording ('MCRR'), states: "*Any reporter/recorder acting as an official reporter or recorder may only charge the statutory page rate for transcripts produced as a result of ordinary court work.*"⁴ (Emphasis added).

Additionally, the SCAO MCRR, states: "*Absent judicial resolution, the board has determined that freelance court reporters or recorders are subject to the same statutes as court employees when acting as an official court reporter or recorder. They may charge no more than the statutory per-page rate.*"⁵ (emphasis added).

5. Inconsistency with the BZA's prior practice of providing transcript at no cost

In the previous appeals (2023-2024) appellee filed two certified versions of the transcripts filed to the cases without cost on 12-1-23.

ARGUMENT III: APPELLEE'S UNREASONABLE TRANSCRIPT FEE STRUCTURE IMPOSES A FINANCIAL BARRIER THAT VIOLATES APPELLANT'S CONSTITUTIONAL RIGHTS.

The transcript fees in this case are not just excessive, they're unconstitutional, as they deprive Appellant of meaningful access to the appellate process. In making the cost of transcripts inaccessibly high, BZA creates a financial barrier that violates the Equal Protection Clause, undermines due process, and denies Appellant's right to perfect appeal. Appellant asks this Honorable Court to recognize these constitutional infringements and intervene to ensure access-to-justice.

1. Financial Barriers Violate Due Process

⁴ Chapter 3, Section 3, Page 15, M. State Court Administrative Office Manual On Court Reporting and Recording

⁵ Chapter 1, Section 6, Page 3, D. State Court Administrative Office Manual On Court Reporting and Recording

Denial of access to appellate review solely due to inability to pay constitutes a violation of the Equal Protection Clause. In *Griffin v. Illinois*, 351 U.S. 12 (1956), the U.S. Supreme Court provides (emphasis follows):

*“There is no meaningful distinction between a rule which would deny the poor the right to defend themselves in a trial court and one which effectively denies the poor an **adequate appellate review accorded to all who have money enough to pay the costs in advance.**”* [*Griffin v Illinois*]

The Court further held that such denial could result in the loss of life, liberty, or property for indigent litigants, outcomes that appellate courts might otherwise prevent. These principles directly apply here, as Appellant cannot pay the **\$4,749.80** demanded—an amount representing approximately **20% of the median Detroit resident’s annual income**⁶. This fee creates an unconstitutional disparity between those who can afford appellate review and those who cannot. Without access to the necessary transcripts, Appellant cannot comply with the court rules governing appeals. This failure is not due to neglect but to an inability to pay the exorbitant fees demanded.

2. Excessive Fees Deny Equal Protection

Excessive transcript fees also violate the Equal Protection Clause by creating arbitrary and disproportionate barriers for indigent litigants.

As held in *Reist v. Bay Circuit Judge*, 396 Mich. 326, 241 N.W.2d 55 (1976):

*“State-imposed financial barriers, **such as the cost of transcripts and filing fees, preclude any appeal at all and are analyzed principally under the Equal Protection Clause.**”* (emphasis added)[*Reist v Bay Circuit Judge*]

In *Rinaldi v. Yeager*, 384 U.S. 305, 310 (1966), the Court stated:

“[I]t is now fundamental that, once established, ... avenues [of appeal] must be kept free of unreasoned distinctions that can only impede open and equal access to the courts.” [*Rinaldi v Yeager*]

⁶ <https://www.census.gov/quickfacts/fact/table/detroitcitymichigan/PST120224#qf-flag-NA>

Here, BZA's refusal to provide transcripts at a reasonable or waived cost creates a de facto exclusion of indigent Appellant from the appellate process, violating the principle of equality under the law.

In *Draper v. Washington*, 372 U.S. 487, 496 (1963), The SCOTUS further underscored:

“In all cases, the duty of the State is to provide the indigent as adequate and effective an appellate review as that given appellants with funds.” [Draper v Washington]

These cases mandate that indigent appellants must be afforded the same opportunity for appellate review as those who can pay. BZA's practices directly contravene this mandate by imposing fees that Appellant, an indigent litigant, cannot afford.

3. Restricting Access to Needed Transcripts Violate Appellant's Right to Perfect Appeal

Moreover, the transcript fees in question are essential to perfecting this appeal. As held in *Douglas v. California*, 372 U.S. 353 (1963), and reaffirmed in subsequent rulings, financial barriers that impede access to appellate review constitute an unconstitutional line drawn between rich and poor. This principle is particularly relevant here, where compliance with transcript filing requirements is a prerequisite for appeal and is the basis of BZA's argument for dismissal.

“The transcript requirement is a financial burden well beyond the capacity of an indigent person. Where transcripts are necessary to perfect an appeal, unless the state provides them without charge the indigent parent is denied all access to the appellate process.” (Emphasis added) [Douglas v California]

4. Case Law Supports the Provision of Free/Affordable Transcripts for Indigent Litigants

The judiciary has long recognized the importance of free or affordable transcripts in safeguarding access to justice. In *People v. Bulger*, 462 Mich. 495, 614 N.W.2d 103 (2000), the Michigan Supreme Court expanded upon the state's obligation to provide transcripts at public expense in cases involving indigent litigants, emphasizing:

“... [W]e acknowledge that the Court has, since Ross, continued to expand its "meaningful access" line of cases in the context of filing fees and transcripts...

*The Court has extended the **right to transcripts** at state expense in collateral attack cases and habeas corpus proceedings.”(emphasis added) [People v Bulger]*

Additionally, in *In Re the Matter of Appeal in Pima County Juvenile Action No. J-46735*, 27 Ariz. App. 521, 540 P.2d 642 (1975), the Arizona Supreme Court held:

*“Because the right to raise one's children is fundamental, **any proceeding by the State to deprive a person of that right must take place under the aegis of the equal protection and due process clauses of the Fourteenth Amendment.**”* (emphasis added) [*In Re Matter of Appeal in Pimi County Juvenile Action*]

While this case concerns parental rights, the principle is analogous: fundamental rights, including access to appellate review, must not be denied solely due to indigency.

5. Argument III Conclusion

In making the cost of transcripts inaccessibly high, BZA creates a financial barrier that violates the Equal Protection Clause, undermines due process, and denies Appellant the right to perfect this appeal. Appellant asks this Honorable Court to recognize these constitutional infringements and intervene to ensure access to justice.

ARGUMENT IV: APPELLEE BZA & COURT REPORTER ‘REMOTE LEGAL’ PRACTICES AROUND ORDERING, PREPARING, CERTIFYING, AND FILING TRANSCRIPTS ARE UNLAWFUL.

BZA’s transcript production practices and fees are unlawful, involving violations of Michigan law, procedural irregularities, and potential misconduct. Appellant is asked to comply with improper requests that, if fulfilled, would implicate Appellant in unlawful activity.

1. Unlawful Fee Structure Constitutes “Double Dipping”

A. Taxpayers Have Already Paid for the Transcripts: The BZA’s 2023 budget of **\$637,986**, primarily funded through Detroit taxpayers, includes **\$178,663.00** allocated for “professional & contractual services” and “operating services”⁷. This includes the full suite of

⁷ **Exhibit M: 2023-2024 BZA Budg. Analys.**, 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

court reporting services provided by Remote Legal. The value-proposition of Remote Legal's entire business model, and therefore contract with the BZA, is Remote Legal's **all-inclusive, flat-rate fee structure**, which provides a full suite of at least 19 district court reporting services (IBNLT: court reporter appearances, comprehensive videography services, AI-generated rough transcripts, certified transcripts, etc.) for one cost. Importantly, this comprehensive fee ensures that no additional or separate charges are incurred for certified transcripts beyond the contract's flat rate. Thus, the certified transcripts, already in the BZA's possession and considered public records, have been **fully funded by taxpayer dollars as part of the BZA's standard operational costs**.

B. The \$4,749.80 Transcript Fee is Duplicative: Charging \$4,749.80 fee for transcripts already paid for through taxpayer funding constitutes unlawful duplication and mirrors the violations identified in *Michigan Ass'n of Home Builders v City of Troy* (hereinafter '*MHAB*')⁸ (See **Exhibit N**). In the preceding case '*MAHB IV*'⁹, the Michigan Supreme Court held that municipalities cannot impose fees designed to generate additional revenue beyond the actual cost of providing a service (*MAHB IV*, 504 Mich at 216-220). By charging an additional fee despite having already allocated funds for transcription services, the BZA engages in precisely the kind of "double dipping" that the Court in *MAHB* deemed impermissible.

Moreover, under the Michigan Freedom of Information Act (FOIA), public entities are prohibited from charging more than the actual, incremental cost of providing public records. Since the BZA's contract with Remote Legal already covers the production, certification, and provision of transcripts, the \$4,749.80 fee is not incremental, but entirely duplicative and excessive, further violating established statutory principles.

⁸ *Michigan Ass'n of Home Builders v City of Troy*, No. 365166, (Mich Ct App Oct. 16, 2024) (unpublished)

⁹ *Michigan Ass'n of Home Builders v. City of Troy*, 504 Mich 204; 934 NW2d 713 (2019)

C. Violations of Fairness and Transparency: The decision in *MAHB IV* emphasized that fee-setting by public bodies must be transparent, fair, and directly tied to the cost of the services provided (504 Mich at 221). The BZA's imposition of duplicative fees undermines these principles and imposes an unjust financial burden on appellants seeking to access public records or pursue appeals. Similar to the fee structure struck down in *MAHB*, the BZA's fee practice lacks transparency and accountability, violating standards of fairness and reasonableness in fee-setting.

2. Transcript Fee Inconsistent with Standard of Reasonableness under Related Statutory Principles

The Court in *MAHB IV*, 504 Mich at 216, interprets MCL 125.1522(1) as requiring that fees: (1) be reasonable, (2) be reasonably related to the cost of providing the service, and (3) used solely for the relevant purpose (in this case, operating the enforcing agency). BZA's \$4,749.80 fee fails to meet each of these criteria:

A. Unreasonable Fee: The BZA's fee far exceeds both the statutory cap under MCL 600.2543 and the actual costs covered under its contract with Remote Legal, making it facially unreasonable.

B. No Reasonable Relation to Cost: As established in *MAHB IV*, fees must bear a reasonable relationship to the cost of services provided. Here, the BZA's fee is not based on actual incremental costs but rather serves as a redundant revenue-generating mechanism, violating this requirement.

C. Misuse of Fees: Under *MAHB IV* and MCL 125.1522(1), fees collected must be used solely for the purpose of operating the enforcing agency. The imposition of an additional, duplicative fee suggests an intent to generate surplus revenue rather than cover actual operational costs, akin to the improper fee practices in *MAHB*.

3. Noncompliance with Court Reporter Licensing Requirements.

A. Remote Legal is Not a Registered Court Reporting Firm in Michigan: MCL 600.1492(2) requires all court reporters and court reporting firms, including out-of-state entities, to register with Michigan's State Court Administrative Office (SCAO). 'Remote Legal, LLC' d/b/a 'Precision Reporters' is not listed in the SCAO's directory of registered or currently licensed court reporting firms. (See **Exhibit O: SCAO Directory**). Remote Legal's court reporter, Andrew Adams (CER ID #1632), is not listed in the SCAO's directory of currently certified court reporters. (See **Exhibit P1 + P2: 2023 & 2024 CR Certification from Transcript**). As the SCAO Manual for Court Reporters and Recorders states: any firm not registered with the SCAO "may not record or file transcripts in any Michigan court".

B. Noncompliance Renders Certification and Filing of Transcripts by Remote Legal Unlawful: Remote Legal's transcript services violate Michigan Court Rules (MCR 7.109) and expose Remote Legal to disciplinary action under MCR 7.109(3)(f). The BZA's reliance on Remote Legal (a court reporting firm not allowed to certify and file transcripts in Michigan Courts, and which apparently uses non-certified court reporters) undermines the integrity of the transcript filing process and renders the transcript invalid for legal proceedings.

4. Violations of MCR 7.109 and Contempt of Court

A. The Procedural Standard: MCR 7.109(B)(1)(a) states that the **Appellant** is responsible for securing the filing of the transcript, which is accomplished by ordering it directly from the court reporter. The court reporter is then required to:

1. Prepare, certify, and file the transcript with the circuit court (MCR 7.109(b)(i)).
2. Furnish a certificate to the court and all interested parties within 7 days of the transcript being ordered (MCR 7.109(3)(a)).

3. Immediately notify the circuit court and the parties when the transcript has been filed and file an affidavit of mailing the notice (MCR 7.109(e)).

B. Remote Legal and BZA Failed to Comply with The Procedural Standard:

1. Remote Legal refused direct communication with Appellant, stating that the BZA, not Appellant, was its client.

2. Remote Legal failed to furnish the required certification w/in the mandated time frame.

3. BZA Counsel, not Remote Legal, improperly filed transcripts in previous appeals, with BZA Dir. Ribbron signing a transcript caption in place of the notice and affidavit and opposing counsel Ms. Whyte filed both the transcript and transcript caption with the court. This practice contravenes MCR 7.109.

C. Contempt of Court and Disciplinary Action Are Warranted: Remote Legal, BZA, and opposing counsel Ms. Whyte's actions constitute violations of the Michigan Court Rules and justify disciplinary action, including contempt of court, per MCR 7.109(3)(f), which states:

"A court reporter of recording failing to comply with the requirements of these rules is subject to disciplinary action, including punishment for contempt of court." (emphasis added). [MCR 7.109(3)(f)].

5. Criminal Liability for Unlawful Fee Demands

A. Excessive Fees Prohibited: Under MCL 600.2513, public officials and entities may not demand fees beyond those permitted by law (see Argument II: Unreasonable Fees).

"A judge of any court, sheriff, bailiff, district court magistrate, or other officer, or other person except attorneys at law to whom any fees or compensation shall be allowed by law for any service, shall not take or receive any other or greater fee or reward for his service, but such as is or shall be allowed by the laws of the state." [MCL 600.2513]

B. BZA's Demand for Compensation Unlawful: Under MCL 600.2516, Public officials and entities may not demand compensation for services not actually rendered by themselves.

“No fee or compensation allowed by law shall be demanded or received by any officer or person for any service, unless such service was actually rendered by him;” [MCL 600.2516]

C. Consequences of Violation: Under MCL 600.2519, actions violating MCL 600.2513 or MCL 600.2516 are deemed misdemeanor crimes and may result in treble damages and forfeiture of office.

A violation of either MCL 600.2513 or 600.2516 shall be deemed a misdemeanor, and the person guilty thereof shall be liable to the party aggrieved for treble the damages sustained by him, and such violation shall be a cause for forfeiture of office.” [MCL 600.2519].

D. In demanding compensation that exceeds the statutory rate for services not actually rendered by the BZA, the BZA appears criminally liable to Appellant for treble damages and potentially warrants forfeiture of office.

6. Procedural Misconduct by the BZA Justifies Denial of the Motion to Dismiss

The BZA's procedural irregularities—including improper fee-setting, reliance on a court reporting firm unauthorized to perform court reporting services in the state, and failure to comply with Michigan Court Rules—have prejudiced Appellant's ability to secure the filing of the transcript and pursue this appeal.

Appellant respectfully requests this Honorable Court deny BZA's motion to dismiss in light of substantial procedural misconduct, which has frustrated Appellant's compliance and burdened Appellant with unlawful demands, and also take appropriate disciplinary action against BZA and Remote Legal for statutory and court rule violations to avoid the obstruction of future Appellant access-to-justice.

ARGUMENT V: THESE CIRCUMSTANCES PRESENT A PUBLIC POLICY CONCERN IN WHICH A PUBLIC ENTITY’S PRACTICES DE FACTO OBSTRUCT PUBLIC ACCESS-TO-JUSTICE

BZA’s excessive fee raises significant public policy concerns. These practices not only impact Appellant/Appellants in related cases, but also establish a troubling precedent that could deter future litigants, particularly indigent individuals, from exercising their right to appeal.

1. Alignment with Existing Legal Standards and Principles

Michigan Courts have recognized the importance of ensuring access-to-justice for all litigants regardless of financial status as reflected by specific court rules such as MCR 2.002 Waiver of Fees for Indigent Individuals.

MCR 2.002(F) provides (emphasis follows): *“If an individual shows that he or she is unable because of indigence to pay fees, the court shall order those fees waived. The court must waive fees when the individual lives in a household with gross income under 125% of the federal poverty guidelines. The court must also waive fees when gross household income is above 125% of the federal poverty guidelines if the payment of fees would constitute a financial hardship on the individual.”* [MCR 2.002(F)]

As demonstrated in Argument III herein, the Higher Courts have consistently recognized the need to eliminate financial barriers that impede access to justice. In *Rinaldi v. Yeager*, the U.S. Supreme Court emphasized that *“avenues must be kept free of unreasoned distinctions that impede open and equal access to the courts.”* Similarly, ensuring affordable transcript costs aligns with this principle by promoting equitable access to appellate review.

The current fee structure, as implemented by BZA, conflicts with these principles by disproportionately impacting indigent appellants.

2. The Need for this Motion Alone is a Violation of Privacy that Undermines Public Trust

BZA has placed Appellant in a position where he must publicly disclose his financial status to preserve his right to appeal. Doing so undermines the right to privacy established under MCR 2.002(G) Waiver of Fees for Indigent Persons (Orders), which provides that:

*“A judge shall enter an order either granting or denying a request made under (E) or (F) within three business days and such order shall be **nonpublic**”* (emphasis added). [MCR 2.002(G)]

This exposes Appellant to potential stigma. It does the same thing to other litigants who for whom the exorbitant, unlawful costs of the transcripts is a financial hardship and discourages them from pursuing legitimate appeals.

3. Local Government Practice Must Reflect the Real Capacity of its Citizens.

One must consider the broader impact of the City of Detroit, Board of Zoning Appeals transcript fee structure in the context of the population which the Detroit BZA serves. Given that BZA is a public entity, one would think that the court fees associated with citizens exercising their right to appeal would reflect the economic reality of the population, which has a medium household income of \$39,575.00¹⁰, per capita income of \$24,029.00, and 31.5% poverty rate.

The compensation demanded by Appellee, which is both required by Court Rule and required for any perfect appeal, would be approximately 20% (or 1/5th) of the average Detroit resident's annual income. Similarly, Detroit's median household income of \$39,575 places a \$4,749.80 transcript fee at nearly 12% of an average household's yearly earnings. Such a cost effectively excludes the majority of residents governed by the BZA from participating in the appellate process, undermining the accessibility of public courts. From a public policy perspective, this excessive cost restricts the freedoms of Detroit residents.

4. Appellee's Practices Present a Systemic Issue that this Court has Authority to Address.

By granting the relief requested through ordering a reduction or waiver of transcript fees, this Honorable Court can uphold the principles of equal protection and access to justice for Appellant and perhaps cause larger scale change in BZA's standard practices.

¹⁰ <https://www.census.gov/quickfacts/fact/table/detroitcitymichigan/PST120224#qf-flag-NA>

MCR 8.109(E)(2) provides: “*on order of the trial court. The court may order the transcript prepared without expense to either party. Except when otherwise provided by contract, the court reporter or recorder shall receive from the appropriate governmental unit the compensation specified in the statute on fees for a transcript ordered by a court.*” (emphasis added)

CONCLUSION AND REQUEST FOR RELIEF

Appellee BZA’s excessive compensation demanded for transcript fees, which far exceed statutory caps and duplicate costs already covered by taxpayer funds, represents an unlawful barrier to justice. These fees create a financial burden that violates state law, due process, and equal protection guarantees by effectively denying indigent litigants the right to appeal. The procedural misconduct and statutory crimes, including reliance on a non-registered court reporting firm, failure to adhere to court rules, and charging for services not actually rendered by Appellee, necessitate this Honorable Court’s intervention.

In *Michigan Ass’n of Home Builders v. City of Troy*, 504 Mich 204 (2019), the Michigan Supreme Court emphasized that public entities cannot impose fees designed to generate revenue beyond the actual cost of providing a service. The BZA’s fee practices violate this principle, and their continued application poses a significant public policy concern by obstructing access to justice for the Detroit community.

Therefore, Appellant respectfully requests that this Honorable Court:

1. Deny Appellee’s Motion to Dismiss;
2. Take judicial notice of the BZA’s transcript fee structure and practices;
3. Order Appellee to file the transcripts already in its possession at no cost or, alternatively, at a cost consistent with statutory limits and Appellant’s means; and
4. Enjoin the BZA from continuing its unlawful transcript fee practices to safeguard public access to justice.

February 3rd, 2025

Respectfully submitted,

/s/Tyson Gersh

Tyson Gersh

252 Smith Street

Detroit, MI 49202

(734) 330-5691

tysongersh@gmail.

Exhibit A:
11-11-24 Email Requesting Transcripts



Tyson Gersh <tysongersh@miufi.org>

Request for the Transcripts, Decisions, and Minutes for BZA Case No. 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 from 10-14-24 & 11-4-24 hearings

Tyson Gersh <tysongersh@miufi.org>

Mon, Nov 11, 2024 at 8:18 AM

To: ribbronj@detroitmi.gov, boardofzoning@detroitmi.gov, jonathan.demers@detroitmi.gov, purofoya@detroitmi.gov, davidsont@detroitmi.gov, whyts@detroitmi.gov
Cc: Joanne Warwick <dlwarwick264@gmail.com>

Good Morning BZA Director Ribbron, BZA Executive Assistant Davidson, BZA Staff Purofoy, BZA Board, BZA Counsel Mr. Demers, and BZA Appeal Counsel Ms. Whyte,

Pursuant to MCR 7.109(B)(a) and MCR 7.104(D)(2), Please accept this email as **my formal request for the transcript** to be ordered for **BZA Case No. 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 from the hearings held on 10-14-24 & 11-4-24.**

Pursuant to MCR 7.109(B)(3)(a), **Please respond with a "statement that the transcript has been ordered"**, so that I may include that statement in my claim of appeal filing, which is due **TODAY (11-11-24)**.

Please tell me if there is anything else needed from me to make this request, or if I have misunderstood any part of the request process, etc.

I am also requesting the **Decision & Order(s)** and **minutes** for the above mentioned cases, once they become available. From the BZA website, I have the minutes for the 10-14-24 hearing (and from 10-28-24 when the 10-14-24 minutes were approved), but the 11-4-24 minutes are not yet listed and the 11-11-24 during which the 11-4-24 minutes are to be voted on for approval has yet to occur. Please send the documents requested above as they become available.

Thank you for your time and consideration on this matter.

Respectfully,

Tyson Gersh

Statutorily Noticed Party & **Authorized Agent**: 246, 252-254 Smith St. Detroit, MI 48202

Co-Founder, Executive Director, **Authorized Agent**: The Michigan Urban Farming Initiative

Authorized Agent: North End Landing Impact Community, Inc.

Secretary & **Authorized Agent**: Lower North End Neighborhood Association (aka Lower North End Block Club)

Sole Owner & **Authorized Agent**: Polycraft LLC.

734-330-5691 | tysongersh@miufi.org

Exhibit B:

11-12-24 BZA Confirmation of Transcript Request



Tyson Gersh <tysongersh@miufi.org>

Request for the Transcripts, Decisions, and Minutes for BZA Case No. 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 from 10-14-24 & 11-4-24 hearings

James Ribbron <ribbronj@detroitmi.gov>

Tue, Nov 12, 2024 at 11:21 AM

To: Chris Bruzdinski <calendar@remotelegal.com>, James Ribbron <ribbronj@detroitmi.gov>

Cc: Joanne Warwick <dlwarwick264@gmail.com>, Tyson Gersh <tysongersh@miufi.org>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>, Sheri Whyte <whyts@detroitmi.gov>, Thomina Davidson <davidson@detroitmi.gov>

Good morning,

Please see the request below for BZA transcripts:

Pursuant to MCR 7.109(B)(a) and MCR 7.104(D)(2), Please accept this email as **my formal request for the transcript** to be ordered for **BZA Case No. 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 from the hearings held on 10-14-24 & 11-4-24.**

Please acknowledge.

Director, Board of Zoning Appeals
City of Detroit
313-224-4563
313-939-1405 (cell phone)
ribbronj@detroitmi.gov
[2021 Michigan Municipal Guide \(mi-municipalities.com\)](http://2021.MichiganMunicipalGuide.com)

From: Tyson Gersh <tysongersh@miufi.org>

Sent: Monday, November 11, 2024 8:18 AM

To: James Ribbron <ribbronj@detroitmi.gov>; Board of Zoning <boardofzoning@detroitmi.gov>; Jonathan Demers <Jonathan.Demers@detroitmi.gov>; April Purofoy <purofoya@detroitmi.gov>; Thomina Davidson <davidson@detroitmi.gov>; Sheri Whyte <whyts@detroitmi.gov>

Cc: Joanne Warwick <dlwarwick264@gmail.com>

Subject: [EXTERNAL] Request for the Transcripts, Decisions, and Minutes for BZA Case No. 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 from 10-14-24 & 11-4-24 hearings

Exhibit C:
12-11-24 Request for Update on Status of Transcripts



Tyson Gersh <tysongersh@gmail.com>

Request for Status of Transcripts for BZA cases

2 messages

Tyson Gersh <tysongersh@gmail.com>
To: Sheri Whyte <whyts@detroitmi.gov>
Cc: Joanne Warwick <dlwarwick264@gmail.com>
Bcc: charlottesmccray@gmail.com

Wed, Dec 11, 2024 at 12:46 AM

Good evening Ms. Whyte,

Do you have a rough idea of when we might expect the transcripts from the 7 hearings to be available? I made the formal request to BZA Director Mr. Ribbron nearly a month ago on November 11th. Mr. Ribbron confirmed that the transcripts had been ordered the same day.

Please advise. Thank you.
Respectfully,
Tyson Gersh
Sent from my iPhone

Sheri Whyte <whyts@detroitmi.gov>
To: Tyson Gersh <tysongersh@gmail.com>
Cc: Joanne Warwick <dlwarwick264@gmail.com>, James Ribbron <ribbronj@detroitmi.gov>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>

Wed, Dec 11, 2024 at 8:24 AM

Director Ribbron may have an update on this. The filing of and payment for the transcripts is your responsibility. MCR 7.109(B).

- Sheri

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b

Exhibit D1:
12-17-24 Email



Tyson Gersh <tysongersh@miufl.org>

Transcripts

8 messages

James Ribbron <ribbronj@detroitmi.gov>

Tue, Dec 17, 2024 at 12:44 PM

To: Tyson Gersh <tysongersh@miufl.org>

Cc: Sheri Whyte <whyts@detroitmi.gov>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>

Good afternoon,

Please find attached the invoice for the transcript. You contact the Court Clerk:
Precision Reporters - Remote Legal PO Box 773010 Detroit, MI 48277-301

Remote Legal - Billing and Production Team

O: 646.461.3400

production@remotelegal.com

Director, Board of Zoning Appeals

City of Detroit

313-224-4563

313-939-1405 (cell phone)

ribbronj@detroitmi.gov

2021 Michigan Municipal Guide (mi-municipalities.com)

2 attachments

 **Invoice-33907.pdf**
154K

 **Invoice-33932.pdf**
154K

Exhibit D2:
12-17-24 Email Attachment Invoice 1

INVOICE

1 of 1

Precision Reporters, LLC d/b/a Remote Legal
One Lincoln Center
110 West Fayette Street
Suite 750
Syracuse, NY 13202

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Invoice No.	Invoice Date	Job No.
33907	12/2/2024	24128
Job Date	Case No.	
10/14/2024	11-24, 19-24, 39-24	
Case Name		
Detroit Zoning Board		
Payment Terms		
Due upon receipt, 1.5% after 30 days		

ORIGINAL TRANSCRIPT OF:
Hearing

460.00 Pages @ 6.350 2,921.00
TOTAL DUE >>> \$2,921.00

Thank you for your valued business!

Customer agrees to pay all costs associated with the collection of a delinquent balance including but not limited to collection agency fees, reasonable attorney fees, and court costs.

Please note that a 3% processing fee is added to the balance on all credit card payments.

If you have questions, please email us at support@remotelegal.com. To make an online payment, please visit www.remotelegal.com and click on 'Make A Payment'.

Tax ID: 842527629

Please detach bottom portion and return with payment.

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Job No. : 24128 BU ID : RL - REGNC
Case No. : 11-24, 19-24, 39-24
Case Name : Detroit Zoning Board
Invoice No. : 33907 Invoice Date : 12/2/2024
Total Due : \$2,921.00

Remit To: **Precision Reporters - Remote Legal**
PO Box 773010
Detroit, MI 48277-3010

PAYMENT WITH CREDIT CARD



Cardholder's Name: _____
Card Number: _____
Exp. Date: _____ Phone#: _____
Billing Address: _____
Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____
Email: _____

Exhibit D3:
12-17-24 Email Attachment Invoice 2

INVOICE

1 of 1

Precision Reporters, LLC d/b/a Remote Legal
One Lincoln Center
110 West Fayette Street
Suite 750
Syracuse, NY 13202

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Invoice No.	Invoice Date	Job No.
33932	12/3/2024	30503
Job Date	Case No.	
11/4/2024	11-24, 19-24, 39-24	
Case Name		
Detroit Zoning Board		
Payment Terms		
Due upon receipt, 1.5% after 30 days		

ORIGINAL TRANSCRIPT OF:
Hearing Transcript

288.00	Pages	@	6.350	1,828.80
TOTAL DUE >>>				\$1,828.80

Thank you for your valued business!

Customer agrees to pay all costs associated with the collection of a delinquent balance including but not limited to collection agency fees, reasonable attorney fees, and court costs.

Please note that a 3% processing fee is added to the balance on all credit card payments.

If you have questions, please email us at support@remotelegal.com. To make an online payment, please visit www.remotelegal.com and click on 'Make A Payment'.

Tax ID: 842527629

Please detach bottom portion and return with payment.

James Ribbron
Detroit Board of Zoning Appeals
2 Woodward Ave, Suite 212
Detroit, MI 48226

Job No. : 30503 BU ID : RL - REGNC
Case No. : 11-24, 19-24, 39-24
Case Name : Detroit Zoning Board
Invoice No. : 33932 Invoice Date : 12/3/2024
Total Due : \$1,828.80

Remit To: **Precision Reporters - Remote Legal**
PO Box 773010
Detroit, MI 48277-3010




PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				
Email: _____				

Exhibit D4:
12-18-24 Email Response

Tyson Gersh <tysongersh@mlufi.org>

Tue, Dec 17, 2024 at 1:01 PM

To: James Ribbron <ribbronj@detroitmi.gov>

Cc: Sheri Whyte <whyts@detroitmi.gov>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>

Thank you Director Ribbron. I just spoke with the Court Clerk regarding payment. I believe they will be following up.

Respectfully

Sent from my iPhone

On Dec 17, 2024, at 12:44 PM, James Ribbron <ribbronj@detroitmi.gov> wrote:

Good afternoon.

Exhibit D5
Part 5

Tyson Gersh <tysongersh@miufi.org>

Tue, Dec 17, 2024 at 4:40 PM

To: James Ribbron <ribbronj@detroitmi.gov>

Cc: Sheri Whyte <whyts@detroitmi.gov>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>

Director Ribbron (and Ms. Whyte and Mr. Demers),

Precision Reporters LLC called me back after our initial conversation earlier today. They informed me that I would need to communicate with the BZA about this. They seemed extremely confused as to why the BZA was sending me the invoice between the BZA and Precision reporters.

They informed me that the BZA was their client, not me and that they could not communicate with me directly about anything related to the transcript.

Please advise?

Sent from my iPhone

On Dec 17, 2024, at 1:01 PM, Tyson Gersh <tysongersh@miufi.org> wrote:

Thank you Director Ribbron. I just spoke with the Court Clerk regarding payment. I believe they will be following up.

[Quoted text hidden]

Exhibit E: 12-18-24 Email Follow Up

Wed, Dec 18, 2024 at 7:33 PM

Tyson Gersh <tysongersh@mlufi.org>

To: James Ribbron <ribbronj@detroitmi.gov>

Cc: Sheri Whyte <whyts@detroitmi.gov>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>

Hoping to follow up on this. Please advise. Thank you.

Sent from my iPhone

On Dec 17, 2024, at 4:40 PM, Tyson Gersh <tysongersh@mlufi.org> wrote:

Director Ribbron (and Ms. Whyte and Mr. Demers),
[Quoted text hidden]

Exhibit F

Fri, Dec 20, 2024 at 8:50 AM

James Ribbron <ribbronj@detroitmi.gov>
To: Tyson Gersh <tysongersh@mlufi.org>
Cc: Thomina Davidson <davidsonj@detroitmi.gov>

Good morning,

The BZA has the trascript. We will submit a bill to with the Precision bills payable to the Board of Zoning Appeals.
Once we recieve pyment I will provide you with the transcripts for October and November.



Director, Board of Zoning Appeals
City of Detroit
313-224-4563
313-939-1405 (cell phone)
ribbronj@detroitmi.gov
[2021 Michigan Municipal Guide \(mi-municipalities.com\)](http://2021.MichiganMunicipalGuide.com)



Tyson Gersh <tysongersh@gmail.com>

Fwd: [EXTERNAL] Request for Written Decision and Minutes for BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23

1 message

Tyson Gersh <tysongersh@miufi.org>
To: Tyson Gersh <tysongersh@gmail.com>

Wed, Jan 22, 2025 at 8:23 AM

Sent from my iPhone

Begin forwarded message:

From: James Ribbron <ribbronj@detroitmi.gov>
Date: September 13, 2023 at 9:43:53 AM EDT
To: Tyson Gersh <tysongersh@miufi.org>, April Purofoy <purofoya@detroitmi.gov>
Cc: Board of Zoning <boardofzoning@detroitmi.gov>, Jonathan Demers <Jonathan.Demers@detroitmi.gov>
Subject: Re: [EXTERNAL] Request for Written Decision and Minutes for BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23

Good morning,

The cost of the official transcript is the court report cost. It also depends on how many pages.
The average cost is \$300. Should you wish to proceed please send an official request to me.

A large, stylized handwritten signature in black ink, likely belonging to James Ribbron, the Director of the Board of Zoning Appeals.

Director, Board of Zoning Appeals
City of Detroit
313-224-4563
313-939-1405 (cell phone)
ribbronj@detroitmi.gov
[2021 Michigan Municipal Guide \(mi-municipalities.com\)](http://mi-municipalities.com)

From: Tyson Gersh <tysongersh@miufi.org>
Sent: Tuesday, September 12, 2023 1:06 PM
To: April Purofoy <purofoya@detroitmi.gov>
Cc: James Ribbron <ribbronj@detroitmi.gov>; Board of Zoning <boardofzoning@detroitmi.gov>;
Jonathan Demers <Jonathan.Demers@detroitmi.gov>
Subject: Re: [EXTERNAL] Request for Written Decision and Minutes for BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23

Thank you for sending these documents over. Much appreciated! I'd like to purchase the transcript of the hearing(s) as well. What do you need from me in order for me to receive the transcript?

--
Tyson Gersh
Co-Founder & President | The Michigan Urban Farming Initiative
734-330-5691 | tysongersh@miufi.org | <http://www.miufi.org>

On Tue, Sep 12, 2023 at 11:10 AM April Purofoy <purofoya@detroitmi.gov> wrote:

From: Tyson Gersh <tysongersh@miufi.org>
Sent: Monday, September 11, 2023 11:53 AM
To: James Ribbron <ribbronj@detroitmi.gov>; April Purofoy <purofoya@detroitmi.gov>; Board of Zoning <boardofzoning@detroitmi.gov>
Cc: Jonathan Demers <Jonathan.Demers@detroitmi.gov>
Subject: [EXTERNAL] Request for Written Decision and Minutes for BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23

Mr. Ribbron & Mr. Demers,

I'm following up on my request for the Record of Proceedings, specifically the Decision and Order document for BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 (August 21st, 2023). I am also requesting the minutes for BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 (August 21st, 2023).

Pursuant to BZA Rules of Procedure article 6 decisions 6.01(e + f), a copy of the Decision and Order should have been mailed to me for submitting testimony. I filled out the sign-in form at the hearing and specifically checked the box to be sent a copy of the record and listed my email address in the designated section to send the copy to. I have yet to receive it. I also submitted testimony in advance of the hearing via email, which should have prompted the copy to have been sent as well. I have also sent multiple requests to the BZA board via email for the Rules of Proceeding/Decision and Order/Record.

As of the time of my sending this email (September 11th, 2023, 12:48pm) the only thing I have received is an emailed Zoom link to a web-based recording of the hearing and a BZA document filing pricing document. I did request the price for the copy of the transcript of BZA Cases 29-23, 30-23, 33-23, 35-23, 31-23, 32-23, and 34-23 (August 21st, 2023). I am still waiting to hear back on that as well. Regardless of the price, I am requesting the transcript.

All of the above mentioned documents are required for my appeal filing, which is 7 days away, therefore please send these documents ASAP.

When can I expect to receive the requested documents?

Thank you for your time and consideration on this matter.

Respectfully,
Tyson Gersh
Co-Founder & President | The Michigan Urban Farming Initiative
734-330-5691 | tysongersh@miufi.org | <http://www.miufi.org>
Facebook: <http://www.facebook.com/MichiganUrbanFarmingInitiative>

remotelegal.com

Pricing | Remote Legal

REMOTE LEGAL
COURT REPORTING

Features ▾ Pricing ▾ About Us ▾ Resources ▾ Sign In → [Get Started](#)

All-Inclusive Pricing

Our pricing is as straightforward as our platform and includes everything you need to run a successful deposition.

45% **Average Savings**
Compared to Traditional
Remote Deposition Services

	TRADITIONAL COURT REPORTING	REMOTE LEGAL COURT REPORTING
FEE STRUCTURE	PAGE RATE	HOURS ON RECORD
Pre-Deposition		
Virtual (remote) Setup Fee	Added Fee	Included
Reporter Appearance Fee	Added Fee	Included
Real-Time Connection Fee / User	Added Fee	Included
Pre-Deposition Exhibit Management	Added Fee	Included
During Deposition		
Court Reporter Time	Added Fee	Included
Real-time Transcription	Added Fee	Included
Per-Page Video Recording Surcharge	Added Fee	Included
Per-Page Expert Testimony Surcharge	Added Fee	Included
Videographer - Setup & 1st Hour	Added Fee	Included
Videographer - Each Additional Hour	Added Fee	Included
Videographer - Breakdown	Added Fee	Included
Post-Deposition		
Rough Transcript	Added Fee	Included
Certified Transcript	Added Fee	Included
Witness-only video	Added Fee	Included
Witness-Exhibit Dual View Picture-in-Picture Video	Added Fee	Included
Real-time Transcript Synced to Video	Added Fee	Included
Exhibits Scanning and Distribution	Added Fee	Included
Video Files in MPEG format	Added Fee	Included
Long-term Work Product Storage	Added Fee	Included

From: Remote Legal info@remotelegal.com
Subject: Thank You, Tyson, for taking the first step to better depositions.
Date: January 22, 2025 at 9:09 AM
To: tysongersh@miufi.org

REMOTE LEGAL

COURT REPORTING

Thank You

Dear Tyson,

Thank you for your interest in Remote Legal. We've received your inquiry, and a member of our sales team will be reaching out soon to discuss how we can assist you in improving your deposition processes and experience.

This is a valuable opportunity to discuss how Remote Legal can elevate your firm's deposition strategies and workflow. We will contact you to schedule a personalized introduction.

Warm Regards,

The Remote Legal Team

The Preferred Choice of Top Law Firms

In just 10 minutes, see how Remote Legal's deposition solutions are giving elite law firms an edge in their cases.

[Book a Demo](#)

Remote Legal, 11 Broadway, Suite 468, New York, NY 10004

[Unsubscribe](#) [Manage preferences](#)



Tyson Gersh <tysongersh@gmail.com>

Confirmation - Michigan Freedom of Information Act (FOIA) Request for NON-POLICE RECORDS

2 messages

Smartsheet Forms <forms@app.smartsheet.com>
Reply-To: Smartsheet <do-not-reply@smartsheet.com>
To: tysongersh@gmail.com

Thu, Jan 23, 2025 at 7:23 AM



Thank you for submitting your FOIA request with the City of Detroit. A copy is included below for your records.

Michigan Freedom of Information Act (FOIA)
Request for NON-POLICE RECORDS

Full Name of the Individual Making the Request	Tyson Gersh
Company Name	
Street Address	252 Smith St.
City	Detroit
State	MI
Zip Code	48202
Email	tysongersh@gmail.com
Phone Number	+1 (734) 330-5691
Fax Number	
Your Client or Insured (optional)	
Is this a Media Request?	NO
City Department/Agency	Board of Zoning Appeals
Description of the Record(s) Requested	Certified Transcripts for City of Detroit Board of Zoning Appeals Hearings on 10-14-24 (460 pages) and 11-4-24 (288 pages).
Property Address (if applicable)	
Date Range of Record Start	10/14/2024
Date Range of Record End	01/22/2025
Litigation	<input type="checkbox"/>
Additional Comments from Requestor	These certified transcripts for BZA hearings on 10-14-24 and 11-4-24 were produced by Precision Reporters, LLC d/b/a Remote Legal. The 10-14-24 hearing transcript is 460 pages. The 11-4-24 hearing is 460 pages.
Note:	<input checked="" type="checkbox"/>
Your submission serves as an electronic signature.	<input checked="" type="checkbox"/>

Exhibit K:
1-23-25 Email from BZA to Appellant w new invoices
Page 1 of 2



Tyson Gersh <tysongersh@mlufl.org>

RE: BZA Payment Invoice

3 messages

Thomina Davidson <davidson@detroitmi.gov>
To: "tysongersh@mlufl.org" <tysongersh@mlufl.org>
Cc: James Ribbron <ribbron@detroitmi.gov>, April Purofoy <purofoya@detroitmi.gov>

Thu, Jan 23, 2025 at 10:37 AM

Good afternoon,

Your payment invoice(s) are attached, also provided are the steps for online payments.

Once on Dlvdat Kiosk site preform the following:

1. Select City of Detroit - Miscellaneous Payments
2. Select BZA Hearing Fees
3. For Case number, enter in case number
4. For Payer name, enter your name
5. For address enter the case address
6. For description of fees, please enter in the description of service

<https://guestpay.dlvdatkiosknetwork.com/account/search>

Please email payment receipt back to our Staff.

Thomina Davidson
Executive Administrative Assistant II
Board of Zoning Appeals
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 212
Phone: (313) 224-3432
Cell: (313) 451-2678
Fax: (313) 224-4597

 **29 thru 35-23 Invoice.pdf**
80K

Exhibit K:

1-23-25 Email from BZA to Appellant w new invoices

Page 2 of 2



**City of Detroit
Board of Zoning Appeals
Coleman A. Young Center
2 Woodward Avenue, Suite 212
Detroit, Michigan 48226
Phone: (313) 224-3595
Fax: (313) 224-4597
Email: boardofzoning@detroitmi.gov**

**BZA INVOICE: 29 thru 35-23
RECORD ID: 29 thru 35-23Trans**

Date:

January 23, 2025

Case Number: 29 thru 35-23

Applicant:

Owner:

Tyson Gersh
C-Founder & President, Michigan Urban Farming Initiative

Location of Property:

Various Addresses

Payment Due:

Transcript for BZA hearing: October 14, 2024 =	\$2,921.00
Transcript for BZA hearing: November 4, 2024 =	\$1,828.80
Total Due	\$4,749.80

Description of Service:

Hearing Transcripts

WE NO LONGER ACCEPT DIRECT PAYMENTS

Please pay using the link provided below:

<https://guestpay.divdatkiosknetwork.com/account/search>

Please click (City of Detroit - Miscellaneous Payments)
or at the City of Detroit Kiosk

***Once your in the payment system the record ID will be the invoice number aka
the case number which will be used as both.**

RFP/RFQ posted by the City of Detroit on 1-30-25 (post-dated for 1-31-25) for new court reporting services for Appellee Board of Zoning Appeals

CR-1538 - USA (DETROIT, MICHIGAN) - COURT REPORTING AND TRANSCRIPTION SERVICES - DEADLINE FEBRUARY 10, 2025

 **Posted Date : Thursday, 30 January, 2025**

Product (RFP/RFQ/RFI/Solicitation/Tender/Bid Etc.) ID: CR-1538

Government Authority located in Detroit, Michigan; USA based organization looking for expert vendor for court reporting and transcription services

[*] Budget: Looking for Proposals

[*] Scope of Service:

- (1) Vendor needs to provide court reporting and transcription services to the government authority located in Detroit, MI.
- Provide Court Reporting and Transcription Services for the Board of Zoning Appeals.
 - Court reporter must be present and available for transcribing our hearings upon the department's request. Only the department staff, board members and law department will have access to the transcribed files from the court reporter.
 - All other interested parties will have to send a request for the transcript from the department in writing.
 - Our hearings are held on Monday's starting at 9 am and can last up to 2pm. They are open to the public on a hybrid basis.
 - Transcript is to be properly indexed, and one page for certification by the court reporter. The vendor will be assessed a ten percent penalty charge of the total cost of the transcript when transcripts are later than twenty-one days once the department requests.
 - Court reporters must always act in a fair and impartial manner toward everyone involved in a proceeding, including lawyers, witnesses, and others.

[*] Eligibility:

- Onshore (USA Organization Only);

[*] Work Performance:

Performance of the work will be Offsite and Onsite. Vendor needs to carry work in their office location.

 **Expiry Date : Monday, 10 February, 2025**

 **Category : Court Reporting, Medical Transcription and Others**

 **Country : USA**

State : Michigan

 **Cost to Download This RFP Document : \$ 7**

**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR QUOTE**

RFQ NO. 185508
Court Reporting & Transcription Services

Buyer: Romona Jones

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Friday, January 31, 2025
QUESTIONS DUE	N/A All questions must be submitted online in the Supplier Portal
QUOTES DUE DATE *	Monday, February 10, 2025 @ 2:00PM EST In the Supplier Portal as specified in this RFQ.

* Respondents must [register](#) in Oracle to download bid documents and submit bids. **The City cannot guarantee the accuracy of any bid documents obtained from outside of Oracle, and bids submitted outside of Oracle will not be accepted.** Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at www.detroitmi.gov/suppliersupport.

Questions about the specifics of this RFQ must be asked within the [Oracle](#) Messages interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Quotes must be uploaded in [Oracle](#) on or prior to the date and time indicated above. Late and/or emailed quotes will not be accepted.

1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) request for quotes from qualified vendors to provide Court Reporting and Transcription Services for the Board of Zoning Appeals. The Board of Zoning Appeals (BZA) conducts investigations and public hearings to determine whether variances, exceptions, or modifications of approved regulated uses of land will be in the best interest of the public and that the spirit and intent of the zoning ordinance is upheld.

Appeals of BZA are made at the Circuit Court level and are not subject to review or modification by the local legislative or administrative bodies.

The Board has certain discretionary powers in making its decision to comply with the powers granted to it by the local zoning ordinance and State Enabling Act. Court reporting services are required by state law and are for the best interest of the public, city offices and department to uphold the zoning ordinance.

2. BACKGROUND INFORMATION

There's always been a need for court reporting services, the department is requesting a contract to streamline our payment process as well as become in compliance with procurement.

The City of Detroit, Law Department uses our transcripts for Michigan Civil court cases therefore, our transcripts must be stamped by a certified court reporter. Our court reporting services are not related to any other current city services.

3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

This contract is needed for a continuous duration, the department wishes to start the contract as soon as possible. **This will be a two (2) year term contract, with (1) two-year option for renewal.** Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one or multiple awards as a result of the RFQ.

4. SCOPE OF WORK

The court reporter must be available to appear for all scheduled Board of Zoning Public Hearings, on zoom or in person. The court reporter must be present and available for transcribing our hearings upon the department's request. Only the department staff, board members and law department will have access to the transcribed files from the court reporter; all other interested parties will have to send a request for the transcript from the department in writing.

Our hearings are held on Monday's starting at 9 am and can last up to 2pm. They are open to the public on a hybrid basis. **Transcripts are to be furnished upon request of the department from the court reporter.** The complete transcript must be furnished no later than twenty-one days after the request. The transcript is to be properly indexed, and one page for certification by the court reporter. The vendor will be assessed a ten percent (10%) percent penalty charge of the total cost of the transcript when transcripts are later than twenty-one (21) days once the department requests.

If the specifications of contract are not in compliance, there will be cause for a "Just Cause Hearing" which can result in default of contract, thereby resulting in termination of the contract.

Exhibit L:

RFP/RFQ posted by the City of Detroit on 1-30-25 (post-dated for 1-31-25) for new court reporting services for Appellee Board of Zoning Appeals

Page 4 of 4

Milestone	Estimated Delivery Date
Court reporter appearance	Every scheduled Monday
Transcripts	As requested within 21 days

Court reporters must always act in a fair and impartial manner toward everyone involved in a proceeding, including lawyers, witnesses, and others. The court reporter should not provide a different quality of service from one party over another, and if there is any potential for a conflict of interest, they should disclose their relationship to the case—for example, the court reporter could be related to an attorney or party.

The court reporter is obligated not to expose or sell a transcript to anyone other than the Board of Zoning Appeals without consent involved. Also, the court reporter may not include statements made off the record in the official transcript. After each hearing the court reporter submits a hearing invoice in the amount owed by the department to receive prompt payment.

5. OPERATIONAL INFORMATION

Transcripts are per request and are to contain at least 25 lines per page, and where pages that contain less than 25 lines are inserted, the total of the lines are inserted, the total of the lines on these short pages shall be added and divided by 25 and charged accordingly. Only such letters or papers are to be typed into the record as requested by the Board of Zoning Appeals. It is estimated that the average transcript can range from 250-300 pages.

- It is mandatory for court reporters to deliver all transcripts to the Department before releasing copies of transcripts to other interested parties.
- The court reporter must be a holder of a C.S.R. Certificate, who has passed the Certified Shorthand Reporter's Examination, which has been administered by the State of Michigan.
- The department will provide all necessary documentation and audio files if needed to aid the court reporter in the transcription process.
- Awarded Contractor(s) will work closely with City agency staff. The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

6. MINIMUM QUALIFICATIONS

The complex nature of the Board of Zoning Appeals' works in terms of volume, public hearings and prompt return of transcripts, the vendor must have at least five (5) years' experience and work performance of this type. The vendor's reference must meet the satisfactory approval of the City of Detroit.

The bidder must be available prior to awarding of the contract to meet with the Director of the Board of Zoning Appeals Department or their representative, and the Purchasing Director of their representative on request.

Exhibit M:

2023-2024 BZA Budg. Analys., 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

Page 1 of 7


David Whitaker, Esq.
Director
Irvin Corley, Jr.
Executive Policy Manager
Marcell R. Todd, Jr.
Director, City Planning
Commission
Janese Chapman
Director, Historic Designation
Advisory Board

John Alexander
Roland Amarteifio
Megha Bamola
LaKisha Barclift, Esq.
Paige Blessman
M. Rory Bolger, Ph.D., FAICP
Eric Fazzini, AICP
Willene Green
Christopher Gulock, AICP

City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
208 Coleman A. Young Municipal Center
Detroit, Michigan 48226
Phone: (313) 224-4946 Fax: (313) 224-4336

Derrick Headd
Marcel Hurt, Esq.
Kimani Jeffrey
Phillip Keller, Esq.
Edward King
Kelsey Maas
Jamie Murphy
Anahle Powers, Ph.D.
W. Akilah Redmond
Laurie Anne Sabatini
Rebecca Savage
Sabrina Shockley
Renee Short
Floyd Stanley
Thomas Stephens, Esq.
Timarie Szwed
Theresa Thomas
Ashley A. Wilson

TO: James Ribbron, Director
Board of Zoning Appeals

FROM: David Whitaker, Director 
Legislative Policy Division

DATE: March 17, 2023

SUBJECT: 2023-2024 Budget Analysis

Attached is our budget analysis regarding the Board of Zoning Appeals' budget for the 2023-2024 Fiscal Year.

Please be prepared to respond to the issues/questions raised in our analysis during your scheduled hearing on **Wednesday, March 22, 2023, at 3:00 pm**. We would then appreciate a written response to the issues/questions at your earliest convenience before or after your budget hearing. Please forward a copy of your response to the Council Members, the City Clerk's Office, and the Legislative Policy Division.

Please contact us if you have any questions regarding our budget analysis.

Thank you for your cooperation in this matter.

Attachments

cc: Council Members
Auditor General's Office
Jay Rising, Chief Financial Officer
Tanya Stoudemire, Chief Deputy CFO-Policy & Administrative Director
Steve Watson, Budget Director
Malik Washington, Mayor's Office
Rachel Schafer, Budget Analyst
James George, Agency OCFO

Board of Zoning Appeals (51)

FY 2023-2024 Budget Analysis by the Legislative Policy Division

Issues and Questions

- 1) Please briefly explain the new expense initiatives the Board of Zoning Appeals is planning to implement in FY 2024. Please provide which appropriation/cost center the new initiatives will affect in FY 2024.
- 2) Please briefly explain the new capital funding requests the Board of Zoning Appeals is planning to implement in FY 2024. Please provide which appropriation/cost center the new requests will affect in FY 2024.
- 3) Please briefly explain the operational reform and savings proposals the Board of Zoning Appeals is planning to implement in FY 2024. Please provide which appropriation/cost center the new reforms/proposals will affect in FY 2024.
- 4) Please briefly explain the new revenue initiatives/proposals the Board of Zoning Appeals is planning to implement in FY 2024. Please provide which appropriation/cost center the new initiatives/proposals will affect in FY 2024.
- 5) On page B51-4, for FY 2024, Employee Benefits will decrease by \$4,985 or 5% (\$109,634 to \$104,649), but the FTE will remain at four (4) and there is no change in FTEs within each job title. Please briefly explain the cause for the decrease in Employee Benefits, while Salaries & Wages increase by \$7,553 in FY 2024.
- 6) The recommended expense for Professional & Contractual Services has no change from the adopted FY 2023 budget to FY 2024 budget.
 - a) What types of contractual services will BZA have?
 - b) When will existing contractual services need to be renewed?
 - c) How much will BZA spend on litigation over various disputes through outside counsel in the current fiscal year?
- 7) For FY 2024, Operating Services will decrease by \$56,058 (\$71,523 to \$15,465) or 78%. Please explain the cause for the decrease. Please explain the impact of the large decrease in Operating Services on BZA operations in FY 2024.
- 8) One of the BZA's goals is to provide technical assistance to potential BZA applicants to ensure a thorough understanding of the City of Detroit Zoning Ordinance. Please describe how BZA educates and assists these potential applicants at the time of application.

Exhibit M:

2023-2024 BZA Budg. Analys., 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

Page 3 of 7

FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

ZONING APPEALS BOARD (51)

Mission

As a quasi-judicial body, the Board of Zoning Appeals' (BZA) primary role is to hear and rule on appeals for relief or relaxation of provisions of the zoning ordinance from any person, firm, partnership or corporation; or by any officer, department, commission, board, or bureau of the City aggrieved by a decision of an enforcing officer or of the Buildings, Safety, Engineering and Environmental Department. The Board conducts investigations and public hearings to determine whether variances, exceptions or modifications of approved regulated uses of land will be in the best interest of the public and that the spirit and intent of the zoning ordinance is upheld. The Board has discretionary powers granted by the local zoning ordinance and State Enabling Act. Any adjustment or reversal must conform to the Ordinance and provide neighborhood commercial stabilization.

Operating Programs and Services

- **Zoning Appeals Division** reviews any order, requirement, decision or determination made in the enforcement of the City of Detroit Zoning Ordinance. The Board has certain discretionary powers in making its decision to comply with the powers granted to it by the local zoning ordinance and State Enabling Act. Any adjustment or reversal must conform to the provisions of the zoning ordinance and provide neighborhood and commercial stabilization.

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

ZONING APPEALS BOARD (51)

Goals, Strategic Priorities and Related City Outcomes

Goals / Strategic Priorities	Timeframe	Related City Outcome
1. Ensure that City land use is congruent with the spirit and intent of the ordinance through improved zoning and land use training	January 2023 - December 2023	Efficient & Innovative Operations
2. Provide technical assistance to potential BZA applicants at the point of application to ensure a thorough understanding of the ordinance and the applicant's request	January 2023 - December 2023	Efficient & Innovative Operations
3. Enhance the quality of services to citizens and businesses through improved land use and planning technology	January 2023 - December 2023	Efficient & Innovative Operations
4. Respond to City Council, administration and departmental referrals	January 2023 - December 2023	Economic Equity & Opportunity
5. Make just decisions as they affect the applicant, people in the immediate vicinity of the property and the public	January 2023 - December 2023	Economic Equity & Opportunity

Budget By Service

Services	FY 2024 Mayor Proposed	FY 2024 Mayor Proposed FTE
Technical Assistance	\$366,134	3.0
Zoning Appeals investigations	\$218,362	1.0
Total:	\$584,496	4.0

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Exhibit M:

2023-2024 BZA Budg. Analys., 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

Department Name: Zoning Appeals
 Department #: 51

Budget Summary:

	FY2022 Actual		FY2023 Adopted		FY2024 Mayor Proposed	
	General Fund	All Funds	General Fund	All Funds	General Fund	All Funds
Total Revenues	115,199	115,199	110,000	110,000	110,000	110,000
Total Expenditures	548,873	548,873	637,986	637,986	584,496	584,496
Net Tax Cost	433,674	433,674	527,986	527,986	474,496	474,496

	FY2025 Forecast		FY2026 Forecast		FY2027 Forecast	
	General Fund	All Funds	General Fund	All Funds	General Fund	All Funds
Total Revenues	110,000	110,000	110,000	110,000	110,000	110,000
Total Expenditures	596,331	596,331	604,572	604,572	612,714	612,714
Net Tax Cost	486,331	486,331	494,572	494,572	502,714	502,714

Positions (by FTE):	2/10/2023 Actual	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
General Fund	4	4	4	4	4	4
Non-General Fund	-	-	-	-	-	-
ARPA	-	-	-	-	-	-
Total Positions	4	4	4	4	4	4

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
 EXPENDITURES BY SUMMARY CATEGORY - ALL FUNDS
 DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Summary Category	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	637,986	584,496	596,331	604,572	612,714
Salaries & Wages	320,197	327,750	334,305	339,320	344,410
Employee Benefits	109,634	104,649	106,886	108,561	110,048
Professional & Contractual Services	107,140	107,140	109,283	110,376	111,480
Operating Supplies	28,000	28,000	28,560	28,846	29,134
Operating Services	71,523	15,465	15,775	15,932	16,090
Other Expenses	1,492	1,492	1,522	1,537	1,552
Grand Total	637,986	584,496	596,331	604,572	612,714

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Exhibit M:

2023-2024 BZA Budg. Analys., 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
REVENUES BY SUMMARY CATEGORY - ALL FUNDS
DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Summary Category	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	110,000	110,000	110,000	110,000	110,000
Sales & Charges for Services	110,000	110,000	110,000	110,000	110,000
Grand Total	110,000	110,000	110,000	110,000	110,000

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
EXPENDITURES BY SUMMARY CATEGORY - FUND DETAIL
DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Fund # - Fund Name Summary Category	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	637,986	584,496	596,331	604,572	612,714
1000 - General Fund	637,986	584,496	596,331	604,572	612,714
Salaries & Wages	320,197	327,750	334,305	339,320	344,410
Employee Benefits	109,634	104,649	106,886	108,561	110,048
Professional & Contractual Services	107,140	107,140	109,283	110,376	111,480
Operating Supplies	28,000	28,000	28,560	28,846	29,134
Operating Services	71,523	15,465	15,775	15,932	16,090
Other Expenses	1,492	1,492	1,522	1,537	1,552
Grand Total	637,986	584,496	596,331	604,572	612,714

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Exhibit M:

2023-2024 BZA Budg. Analys., 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
REVENUES BY SUMMARY CATEGORY - FUND DETAIL
DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Fund # - Fund Name Summary Category	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	110,000	110,000	110,000	110,000	110,000
1000 - General Fund	110,000	110,000	110,000	110,000	110,000
Sales & Charges for Services	110,000	110,000	110,000	110,000	110,000
Grand Total	110,000	110,000	110,000	110,000	110,000

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
FINANCIAL DETAIL BY DEPARTMENT, FUND, APPROPRIATION, & COST CENTER - EXPENDITURES
DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Fund # - Fund Name Appropriation # - Appropriation Name Cost Center # - Cost Center Name	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	637,986	584,496	596,331	604,572	612,714
1000 - General Fund	637,986	584,496	596,331	604,572	612,714
27510 - Zoning & Land Use Controls	637,986	584,496	596,331	604,572	612,714
510010 - Board of Zoning Appeals Administration	637,986	584,496	596,331	604,572	612,714
Grand Total	637,986	584,496	596,331	604,572	612,714

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Exhibit M:

2023-2024 BZA Budg. Analys., 2024-2027 FOUR-YEAR Financ. Plan, City of Detroit, March 17, 2023

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
FINANCIAL DETAIL BY DEPARTMENT, FUND, APPROPRIATION, & COST CENTER - REVENUES
DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Fund # - Fund Name Appropriation # - Appropriation Name Cost Center # - Cost Center Name	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	110,000	110,000	110,000	110,000	110,000
1000 - General Fund	110,000	110,000	110,000	110,000	110,000
27510 - Zoning & Land Use Controls	110,000	110,000	110,000	110,000	110,000
510010 - Board of Zoning Appeals Administration	110,000	110,000	110,000	110,000	110,000
Grand Total	110,000	110,000	110,000	110,000	110,000

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FY 2024 - 2027 FOUR-YEAR FINANCIAL PLAN

CITY OF DETROIT, MI

CITY OF DETROIT
BUDGET DEVELOPMENT
POSITION DETAIL BY DEPARTMENT, FUND, APPROPRIATION, & COST CENTER
DEPARTMENT 51 - ZONING APPEALS

Department # - Department Name Fund # - Fund Name Appropriation # - Appropriation Name Cost Center # - Cost Center Name Job Code - Job Title	FY2023 Adopted	FY2024 Mayor Proposed	FY2025 Forecast	FY2026 Forecast	FY2027 Forecast
51 - Zoning Appeals	4	4	4	4	4
1000 - General Fund	4	4	4	4	4
27510 - Zoning & Land Use Controls	4	4	4	4	4
510010 - Board of Zoning Appeals Administration	4	4	4	4	4
012063.Director Board of Zoning Appeals	1	1	1	1	1
013376.Executive Administrative Assistant II	1	1	1	1	1
199034.Zoning Inspector Zoning Appeals	1	1	1	1	1
43601102.Administrative Assistant II	1	1	1	1	1
Grand Total	4	4	4	4	4

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Exhibit N: Michigan Ass'n of Home Builders v City of Troy
(full copy starts on next page)

*If this opinion indicates that it is "FOR PUBLICATION," it is subject to
revision until final publication in the Michigan Appeals Reports.*

STATE OF MICHIGAN
COURT OF APPEALS

MICHIGAN ASSOCIATION OF HOME
BUILDERS,

UNPUBLISHED
October 16, 2024
11:56 AM

Plaintiff-Appellant/Cross-Appellee,

and

ASSOCIATED BUILDERS AND CONTRACTORS
OF MICHIGAN and MICHIGAN PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION,

Plaintiffs,

v

No. 365166
Oakland Circuit Court
LC No. 2010-115620-CZ

CITY OF TROY,

Defendant-Appellee/Cross-Appellant.

Before: LETICA, P.J., and BOONSTRA and MARIANI, JJ.

PER CURIAM.

Following a bench trial, plaintiff Michigan Association of Home Builders (MAHB) appeals as of right the judgment in favor of MAHB on its claim under the Stille-DeRossett-Hale Single State Construction Code Act (CCA), MCL 125.1501 *et seq.*, and in favor of defendant on MAHB's claim under the Headlee Amendment, Const 1963, art 9, § 31, in this action challenging defendant's Building Department fees.¹ The trial court granted MAHB's request for declaratory and injunctive relief regarding the calculation of defendant's direct and indirect (or overhead) costs incurred in providing services for which the Building Department fees are imposed. Defendant has filed a cross-appeal from the same judgment. We reverse the judgment in favor of defendant

¹ The Building Department fees will sometimes be referred to as building inspection fees, building permit fees, building fees, or fees, all meaning the same thing.

**STATE OF MICHIGAN
COURT OF APPEALS**

**EXHIBIT
N of Response**

MICHIGAN ASSOCIATION OF HOME
BUILDERS,

UNPUBLISHED
October 16, 2024
11:56 AM

Plaintiff-Appellant/Cross-Appellee,

and

ASSOCIATED BUILDERS AND CONTRACTORS
OF MICHIGAN and MICHIGAN PLUMBING
AND MECHANICAL CONTRACTORS
ASSOCIATION,

Plaintiffs,

v

CITY OF TROY,

No. 365166
Oakland Circuit Court
LC No. 2010-115620-CZ

Defendant-Appellee/Cross-Appellant.

Before: LETICA, P.J., and BOONSTRA and MARIANI, JJ.

PER CURIAM.

Following a bench trial, plaintiff Michigan Association of Home Builders (MAHB) appeals as of right the judgment in favor of MAHB on its claim under the Stille-DeRossett-Hale Single State Construction Code Act (CCA), MCL 125.1501 *et seq.*, and in favor of defendant on MAHB’s claim under the Headlee Amendment, Const 1963, art 9, § 31, in this action challenging defendant’s Building Department fees.¹ The trial court granted MAHB’s request for declaratory and injunctive relief regarding the calculation of defendant’s direct and indirect (or overhead) costs incurred in providing services for which the Building Department fees are imposed. Defendant has filed a cross-appeal from the same judgment. We reverse the judgment in favor of defendant

¹ The Building Department fees will sometimes be referred to as building inspection fees, building permit fees, building fees, or fees, all meaning the same thing.

on the Headlee Amendment claim and remand for entry of judgment in favor of MAHB on that claim. In all other respects, we affirm.

I. FACTUAL AND PROCEDURAL HISTORY

This case was filed in 2010 and has been the subject of two prior appeals, both of which resulted in the issuance of a Michigan Supreme Court opinion. See *Mich Ass'n of Home Builders v Troy*, 504 Mich 204; 934 NW2d 713 (2019) (*MAHB IV*); *Mich Ass'n of Home Builders v Troy*, 497 Mich 281; 871 NW2d 1 (2015) (*MAHB II*). In *MAHB IV*, 504 Mich at 208-211, our Supreme Court summarized the underlying factual and procedural history:

Since 2003, [defendant's] Building Department allegedly had been operating with a yearly deficit which, in the aggregate, amounted to \$6,707,216 in 2011. In July 2010, [defendant] privatized the Building Department by entering into a contract with SAFEbuilt Michigan, Inc. (SAFEbuilt), under which SAFEbuilt assumed the duties of the Building Department. Under the terms of the contract, SAFEbuilt would receive 80% of the building inspection fees, and [defendant] would retain the remaining 20% of the fees. The contract also provided that if the fees totaled more than \$1,000,000 for any fiscal year, then SAFEbuilt would only receive 75% of the fees and [defendant] would retain 25% of the fees. [Defendant] has retained over \$250,000 in fees every year since 2011, indicating that the fees totaled more than \$1,000,000 in each of those years. While the Building Department operated at a \$47,354 deficit in 2011, [defendant] retained \$269,483 in fees in 2012, \$488,922 in 2013, and \$325,512 in 2014. Over these three years, [defendant] retained \$1,083,917 in fees, and by 2016, [defendant] had retained \$2,326,061. [*Id.* at 208-209.]

In December 2010, plaintiffs, MAHB, Associated Builders and Contractors of Michigan (ABCM), and Michigan Plumbing and Mechanical Contractors Association (MPMCA), commenced this action by filing a three-count verified complaint against defendant. *Id.* at 209.

Plaintiffs alleged violations of the CCA and the Headlee Amendment, [Const 1963, art 9, § 31] and they sought declaratory and injunctive relief. They claimed that the building inspection fees generated under [defendant's] contract with SAFEbuilt produced “significant monthly surpluses” that [defendant] used to augment its general fund. Plaintiffs alleged that this practice violates MCL 125.1522(1) [of the CCA], which requires that fees (1) be reasonable, (2) “be intended to bear a reasonable relation to the cost” of Building Department services, and (3) be used only for operation of the Building Department. They also claimed that [defendant's] fee practice is unconstitutional under the Headlee Amendment, which prohibits taxation by local units of government without voter approval. [*Id.*]

“[T]he trial court granted summary disposition to [defendant], ruling that the court did not have jurisdiction over plaintiffs’ lawsuit because plaintiffs had failed to exhaust their administrative remedies under MCL 125.1509b before filing their complaint.” *MAHB IV*, 504 Mich at 210. This Court affirmed the trial court’s decision. *Id.*, citing *Mich Ass'n of Home Builders v Troy*, unpublished per curiam opinion of the Court of Appeals, issued March 13, 2014

(Docket No. 313688) (*MAHB I*), rev'd 497 Mich 281 (2015). Plaintiffs applied for leave to appeal in our Supreme Court, and, after hearing oral argument on whether to grant the application or take other peremptory action, our Supreme Court "reversed the lower courts' decisions and held that the administrative procedure referred to in MCL 125.1509b did not apply." *MAHB IV*, 504 Mich at 210, citing *MAHB II*, 497 Mich at 288. Our Supreme Court remanded the case to the trial court for further proceedings. *MAHB IV*, 504 Mich at 210, citing *MAHB II*, 497 Mich at 283.

After additional discovery on remand, the parties filed competing motions for summary disposition. *MAHB IV*, 504 Mich at 210. The trial court granted summary disposition to defendant. *Id.* The court reasoned that defendant's "practice of depositing the fees it had retained into the general fund does not violate MCL 125.1522(1) because that money repaid loans from the general fund that were used to operate the Building Department in times of shortfalls." *Id.* A majority of this Court affirmed the trial court's decision. *Id.*, citing *Mich Ass'n of Home Builders v Troy (After Remand)*, unpublished per curiam opinion of the Court of Appeals, issued September 28, 2017 (Docket No. 331708) (*MAHB III*), rev'd 504 Mich 204 (2019). Judge Jansen dissented and would have reversed the trial court's decision because she did not agree with the majority that defendant's practice comported with MCL 125.1522(1). *MAHB III*, unpub op at 1 (JANSEN, J., dissenting).

Plaintiffs applied for leave to appeal in our Supreme Court. *MAHB IV*, 504 Mich at 211. Ultimately, our Supreme Court reversed this Court's decision and remanded the case to the trial court for further proceedings. *Id.* at 207-208, 229.

Our Supreme Court concluded that defendant's "use of building inspection fees for the purpose of satisfying a historical deficit violates the second restriction in MCL 125.1522(1)," i.e., that "the amount of the fee 'shall' be reasonably related to the cost of providing the service." *Id.* at 216, quoting MCL 125.1522(1). And, defendant's "discretion under MCL 125.1522(1) is not unfettered; it is subject to a reasonableness component that ensures payments are related to the costs for building inspection services performed or overhead, not the overall operation of the Building Department." *MAHB IV*, 504 Mich at 219. Therefore, "MCL 125.1522(1) does not envision a 'surplus' baked consistently into the fees." *Id.* However, "exactitude is not required, and occasional and incidental surplus would not run afoul of MCL 125.1522(1)." *Id.* at 219 n 36.

Our Supreme Court stated that there was evidence that defendant "did not intend that the fees charged bear a reasonable relation to the cost of the services performed." *Id.* at 219. Under defendant's contract with SAFEbuilt, defendant "retains at least 20% of the revenue from the building fees but allegedly retains only 8% of that amount to absorb the Building Department's indirect costs." *Id.* According to defendant, "it uses an 8% estimate, which is derived from a study, for indirect costs." *Id.* at 219 n 37.

Our Supreme Court noted that "[e]ven the Court of Appeals majority" in *MAHB III* acknowledged that the reasonableness of a fee would be suspect if it consistently generated revenue that exceeded the cost of the service. *Id.* at 220. The *MAHB III* majority concluded that such excessiveness or unreasonableness had not been demonstrated, but our Supreme Court disagreed. *Id.* Rather, our Supreme Court agreed with Judge Jansen's dissent in *MAHB III* that defendant

"used its [B]uilding [D]epartment fees to raise \$269,483 in surplus funds in 2012, \$488,922 in 2013, and \$325,512 in 2014, for a total of \$1,083,917 deposited

directly into [defendant's] general fund over the course of only three years. This 'surplus' is not negligible. Common sense indicates that it is not incidental." *Id.*, quoting *MAHB III*, unpub op at 2 (JANSEN, J., dissenting).]

Our Supreme Court nonetheless recognized that defendant had "presented some evidence of direct and indirect costs that may be related to the services performed and overhead." *MAHB IV*, 504 Mich at 220. Our Supreme Court concluded that defendant was

entirely justified in retaining revenue to cover the direct and indirect costs of the services it provides. MCL 125.1522(1) expressly allows [defendant] to establish fees that cover overhead, i.e., indirect costs. But, because there is conflicting evidence in regard to the amount of indirect costs incurred by the Building Department, we remand to the trial court for further proceedings. [*Id.* at 221.]

Although plaintiffs lacked a private cause of action for money damages, a claimed violation of MCL 125.1522(1) could proceed by seeking declaratory and equitable relief. *Id.* at 225-226. That is, "plaintiffs may seek declaratory and injunctive relief to redress present and future violations of MCL 125.1522(1)." *Id.* at 208.

Next, with respect to plaintiffs' Headlee Amendment claim, our Supreme Court explained that "[s]tanding to pursue violations of the Headlee Amendment is given to all taxpayers in the state." *Id.* at 226; see also Const 1963, art 9, § 32 (granting standing to "[a]ny taxpayer of the state" to bring a Headlee Amendment claim). Our Supreme Court concluded that plaintiffs had thus far "failed to provide any record evidence that plaintiffs (or their members for that matter) are taxpayers in the city of Troy and have actually paid the fees beyond the allegations in the complaint and counsel's representation at oral argument that plaintiffs sometimes pay homeowners' building inspection fees." *Id.* at 229. Our Supreme Court was thus unable to determine at that point whether plaintiffs had established standing. *Id.* Our Supreme Court further stated:

Because we cannot reach the conclusion on this record that plaintiffs are taxpayers, we do not address the unripe constitutional question whether the challenged fees violate the Headlee Amendment, Const 1963, art 9, § 31. Nonetheless, some of plaintiffs' individual members may be able to establish that they are indeed taxpayers. Thus, we remand to allow plaintiffs to establish representational standing to maintain a claim under the Headlee Amendment. [*Id.* at 229 n 58.]

"On remand, the trial court shall allow plaintiffs' members an opportunity to establish representational standing on plaintiffs' behalf." *Id.* at 208.

Following further discovery on remand, plaintiffs moved for summary disposition pursuant to MCR 2.116(C)(10) on both the CCA and Headlee Amendment claims. In response, defendant requested summary disposition in its favor. In a May 25, 2021 opinion and order, the trial court

ruled in favor of MAHB with respect to its standing to pursue a Headlee Amendment claim.² In all other respects, the trial court ruled that neither party was entitled to summary disposition.

The case proceeded to a two-day bench trial held in August 2022. On February 2, 2023, the trial court issued an opinion granting judgment to MAHB on the CCA claim and judgment to defendant on the Headlee Amendment claim. Despite the earlier summary disposition ruling that MAHB had standing to pursue its Headlee Amendment claim, the trial court's opinion concluded that MAHB lacked standing.³ The court nonetheless stated that, if MAHB had standing to pursue the Headlee Amendment claim, the court would have found that defendant violated the Headlee Amendment. From this judgment, the parties appeal.

II. MAHB'S APPEAL

On appeal, MAHB presents multiple arguments challenging the trial court's bench-trial determination that MAHB lacked standing to pursue its Headlee Amendment claim. MAHB argues that: summary disposition had already been granted in favor of MAHB on the standing issue; defendant did not timely raise the issue of standing and thus waived the issue; MAHB had standing because its members paid the Building Department fees that constituted improper taxes; there was no legal significance to, or factual basis for, the notion that the fees paid by MAHB's members were passed on to the members' customers; and MAHB's members were not required to be qualified electors of the city of Troy in order to have standing for the purpose of a Headlee Amendment claim. We are not convinced by MAHB's argument that defendant waived the issue of standing. We agree with MAHB's remaining arguments regarding standing.

This Court "review[s] a trial court's findings of fact in a bench trial for clear error and its conclusions of law de novo." *Chelsea Investment Group, LLC v Chelsea*, 288 Mich App 239, 250; 792 NW2d 781 (2010) (citation omitted). Clear error exists if there is no evidentiary support for a finding or if this Court has a definite and firm conviction that a mistake has occurred. *Id.* at 251. "The trial court's findings are given great deference because it is in a better position to examine the facts." *Id.* "Whether a party has standing is a question of law that is reviewed de novo." *MAHB IV*, 504 Mich at 212.

The interpretation or application of a constitutional provision is reviewed de novo as a question of law. *In re Petition of Muskegon Co Treasurer for Foreclosure*, ___ Mich App ___, ___; ___ NW3d ___ (2023) (Docket No. 363764); slip op at 3-4 (citations omitted), lv pending. "A primary rule in interpreting a constitutional provision such as the Headlee Amendment is the rule of common understanding." *MAHB IV*, 504 Mich at 213 (quotation marks, brackets, and citation omitted). "A constitution is made for the people and by the people. *The interpretation that should be given it is that which reasonable minds, the great mass of people themselves, would give it.*" *Id.* (quotation marks and citation omitted). The appellate court "typically discerns the

² The trial court ruled that ABCM and MPMCA lacked standing, and those plaintiffs are no longer involved in the case.

³ By the time of the bench trial, the case had an assigned judge different from the judge who decided the summary disposition motion.

common understanding of constitutional text by applying each term’s plain meaning at the time of ratification.” *Wayne Co v Hathcock*, 471 Mich 445, 468-469; 684 NW2d 765 (2004).

Review of this issue also entails consideration of the trial court’s summary disposition ruling regarding standing. A trial court’s decision on a motion for summary disposition is reviewed de novo. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159; 934 NW2d 665 (2019).

A motion under MCR 2.116(C)(10) . . . tests the *factual sufficiency* of a claim. When considering such a motion, a trial court must consider all evidence submitted by the parties in the light most favorable to the party opposing the motion. A motion under MCR 2.116(C)(10) may only be granted when there is no genuine issue of material fact. A genuine issue of material fact exists when the record leaves open an issue upon which reasonable minds might differ. [*Id.* at 160 (quotation marks and citations omitted).]

This Court’s review of a ruling on a motion for summary disposition is limited to the evidence that had been presented to the trial court at the time the motion was decided. *Innovative Adult Foster Care, Inc v Ragin*, 285 Mich App 466, 475-476; 776 NW2d 398 (2009).

In *Lansing Sch Ed Ass’n v Lansing Bd of Ed*, 487 Mich 349, 372; 792 NW2d 686 (2010), our Supreme Court explained standing principles:

We hold that Michigan standing jurisprudence should be restored to a limited, prudential doctrine that is consistent with Michigan’s longstanding historical approach to standing. Under this approach, a litigant has standing whenever there is a legal cause of action. Further, whenever a litigant meets the requirements of MCR 2.605, it is sufficient to establish standing to seek a declaratory judgment. Where a cause of action is not provided at law, then a court should, in its discretion, determine whether a litigant has standing. A litigant may have standing in this context if the litigant has a special injury or right, or substantial interest, that will be detrimentally affected in a manner different from the citizenry at large or if the statutory scheme implies that the Legislature intended to confer standing on the litigant.

“[U]nder Michigan law, an organization has standing to advocate for the interests of its members if the members themselves have a sufficient interest.” *Id.* at 373 n 21. “[S]tanding is a limited, prudential doctrine, the purpose of which is to assess whether a litigant’s interest in the issue is sufficient to ensure sincere and vigorous advocacy.” *League of Women Voters of Mich v Secretary of State*, 506 Mich 561, 590; 957 NW2d 731 (2020) (quotation marks and citations omitted). The outset of the case is generally the relevant time period in assessing standing. *Id.*

“Traditionally, a private citizen has no standing to vindicate a public wrong or enforce a public right if he or she has not been injured in a manner that is different from the public at large.” *MAHB IV*, 504 Mich at 226. Hence, “under general standing principles, a taxpayer has no standing to challenge the expenditure of public funds if the threatened injury to him or her is no different than that to taxpayers generally.” *Id.* However, “[s]tanding to pursue violations of the Headlee Amendment is given to all taxpayers in the state.” *Id.* Const 1963, art 9, § 32 provides:

Any taxpayer of the state shall have standing to bring suit in the Michigan State Court of Appeals^[4] to enforce the provisions of Sections 25 through 31, inclusive, of this Article and, if the suit is sustained, shall receive from the applicable unit of government his costs incurred in maintaining such suit.

Our Supreme Court has explained:

In enacting the Headlee amendment the voters were concerned with ensuring control of local funding and taxation by the people most affected, the local taxpayers. The Headlee Amendment is the voters' effort to link funding, taxes, and control. Specifically relevant to the case at bar, we [have] held that § 32 is an explicit grant of standing to taxpayers to bring suits under the Headlee Amendment. [*MAHB IV*, 504 Mich at 227 (quotation marks, brackets, ellipsis, and citation omitted).]

In *MAHB IV*, 504 Mich at 229, our Supreme Court noted that plaintiffs in the present case had “failed to provide any record evidence that plaintiffs (or their members for that matter) are taxpayers in the city of Troy and have actually paid the fees beyond the allegations in the complaint and counsel’s representation at oral argument that plaintiffs sometimes pay homeowners’ building inspection fees.” Our Supreme Court was thus unable to conclude at that point that plaintiffs had established standing. *Id.* The Court stated that “some of plaintiffs’ individual members may be able to establish that they are indeed taxpayers.” *Id.* at 229 n 58. The Court therefore remanded the case to the trial court “to allow plaintiffs to establish representational standing to maintain a claim under the Headlee Amendment.” *Id.*

On remand, plaintiffs moved for summary disposition under MCR 2.116(C)(10). Plaintiffs argued that they possessed standing to pursue their Headlee Amendment claim because their members were taxpayers in the city of Troy and had paid fees to defendant’s Building Department for building permits and inspection services. Plaintiffs attached affidavits to support this argument. Lee Schwartz’s affidavit averred that he was an executive vice president for MAHB. He identified three members of MAHB who were “tax paying entities” and paid Building Department fees to defendant in 2010, the year this lawsuit was filed.

On May 25, 2021, the trial court issued an opinion and order holding, in relevant part, that MAHB had standing to pursue a Headlee Amendment claim. The trial court noted that Schwartz’s affidavit attested that three specific members of MAHB paid defendant’s building fees in 2010, the year this lawsuit was filed, which was the pertinent time period for standing purposes. The trial court rejected defendant’s “pass-through” argument, i.e., that MAHB lacked standing because its members were reimbursed by their customers for the fees. Defendant’s argument was premised on a comment by Chief Justice Young during oral argument before our Supreme Court in 2015, but our Supreme Court never adopted that position, and no authority supported it. The trial court stated that such a framework was absurd because it would, for example, deprive a landlord of

⁴ A Headlee Amendment claim may also be brought in the circuit court, as occurred in the instant case. *Wayne Co Chief Executive v Governor*, 230 Mich App 258, 270; 583 NW2d 512 (1998).

standing to sue over property tax matters merely because the landlord received rent from tenants to cover the cost of the property taxes. In light of the documentation that MAHB's members paid the building fees, MAHB had standing to pursue a Headlee Amendment claim. Defendant should not be able to accept the fees from MAHB's members but remain insulated from legal challenge. MAHB "established that it paid the Building Department fees and, in the absence of any authority to the contrary, this [c]ourt holds that [MAHB] therefore has standing to pursue a Headlee Amendment claim."

Despite the trial court's ruling on the standing issue at the summary disposition stage, defendant again raised the standing issue in defendant's trial brief and posttrial brief. In its February 2, 2023 bench-trial opinion,⁵ the trial court noted that MAHB did not present any additional evidence on the standing issue at trial. According to the trial court, defendant's building official, Salim Omar Huerta, testified that a building contractor may initially pay the fee but that the fee is passed on to the homeowner. The court stated that the May 25, 2021 summary disposition ruling did not foreclose further consideration of the issue of standing. The court asserted that standing may be raised at any time and that the burden to establish standing increases over the course of the proceeding. The court held that because defendant continued to raise the issue of standing, MAHB was required to present evidence at trial on the issue. Moreover, MAHB was obligated to present evidence at trial that it was a qualified elector and taxpayer in the city of Troy. The court found that MAHB adduced no evidence at trial that its "members have paid [B]uilding [D]epartment fees throughout the pendency of this action." The trial court was also "troubled" by what it characterized as Huerta's testimony that "the homebuilders pay the building fees but ultimately these fees are passed on to homeowners. Therefore, the real injury is to the homeowners and not [MAHB] who is merely the 'middleman' for the fees." The court thus concluded that MAHB "did not establish that its members were taxpayers in the [c]ity of Troy who were injured by [defendant's] building fees."

"[S]tanding is not a jurisdictional issue, and should be raised by one of the parties in order to be put in issue." *Associated Builders & Contractors of Mich v State Treasurer*, ___ Mich App ___, ___; ___ NW3d ___ (2024) (Docket No. 369314); slip op at 8, lv pending. This Court has thus rejected the argument " 'that the issue of standing may be raised for the first time on appeal because it pertains to jurisdiction.' " *Id.*, quoting *In re Pollack Trust*, 309 Mich App 125, 154; 867 NW2d 884 (2015). A defendant's failure to raise the issue of standing in the first responsive pleading or a motion filed before that pleading results in the waiver of the issue. *Glen Lake-Crystal River Watershed Riparians v Glen Lake Ass'n*, 264 Mich App 523, 528; 695 NW2d 508 (2004).

We are not convinced by MAHB's argument that defendant waived the standing issue. MAHB says that defendant did not raise the issue of standing and that the issue was first raised by Chief Justice Young during the oral argument before our Supreme Court in 2015. It is true that defendant did not assert lack of standing in its list of affirmative defenses filed with its answer on January 12, 2011. However, defendant's answer denied an allegation of the complaint that was pertinent to standing. In ¶ 6 of their complaint, plaintiffs alleged that they and their members were

⁵ As noted earlier, the judge who decided the summary disposition motion was not the judge who issued the bench-trial opinion.

injured and that they either absorbed the costs of the building fees or were forced to pass the costs along to their customers, putting plaintiffs and their members at a competitive disadvantage. In its answer, defendant responded to that allegation by stating that “[d]efendant denies the allegation that [p]laintiffs are harmed by [defendant].” Although not an explicit reference to standing, this part of the answer could be viewed as implicating the issue of standing. Moreover, the first document that defendant filed in this case was a December 17, 2010 brief responding to plaintiffs’ motion for a preliminary injunction and order to show cause. In that brief, defendant asserted, “No emergency exists and it is very unlikely that the [p]laintiffs will [have] success on the merits, if in fact they even have standing to present this matter to the [c]ourt.” Although this was not a direct assertion that plaintiffs lacked standing, this statement suggested that standing was an issue. Overall, we are not convinced that defendant waived the issue of standing.

Also, our Supreme Court in *MAHB IV* remanded the case to the trial court for a resolution of the standing issue. Our Supreme Court stated that, on remand, plaintiffs would be allowed to establish standing. *MAHB IV*, 504 Mich at 229 n 58. Our Supreme Court made no reference to consideration of whether the standing issue had been waived. That is, our Supreme Court indicated that the trial court’s task on remand was to determine whether plaintiffs had standing, not whether defendant waived the standing issue. “It is the duty of the lower court or tribunal, on remand, to comply strictly with the mandate of the appellate court.” *Glenn v TPI Petroleum, Inc*, 305 Mich App 698, 706; 854 NW2d 509 (2014) (quotation marks and citations omitted). The trial court was thus required to resolve the issue of standing on its own merits rather than deem the issue waived.

In its May 25, 2021 summary disposition opinion and order, the trial court thoroughly analyzed the standing issue and concluded that MAHB “has standing to pursue a Headlee Amendment claim.” In support of its motion, MAHB presented Schwartz’s affidavit, which attested that three specific members of MAHB paid defendant’s building fees in 2010, the year this lawsuit was filed. This affidavit further indicated that many more members paid the fees in subsequent years, up to the time the summary disposition motion was filed, although, as noted, the outset of the case is generally the relevant time period in assessing standing. *League of Women Voters*, 506 Mich at 590. Defendant presented no evidence contesting the averments in Schwartz’s affidavit. Therefore, the evidence provided at the summary disposition stage established beyond dispute that MAHB’s members paid the fees that were alleged to constitute unlawful taxes under the Headlee Amendment. MAHB thus possessed standing to advocate for the interests of its members because some of the members themselves had a sufficient interest. *Lansing Sch*, 487 Mich at 373 n 21.

The trial court’s May 25, 2021 opinion and order also correctly rejected defendant’s so-called “pass-through” argument, i.e., the notion that MAHB’s members, who were builders, paid the building fees but were reimbursed by their customers, i.e., the homeowners. Defendant’s “pass-through” theory was derived from a comment made by Chief Justice Young during the 2015 oral argument in our Supreme Court. But our Supreme Court itself did not adopt that theory, and defendant has cited no authority supporting such a theory. The trial court agreed with MAHB that,

as an example, such a framework would prevent landlords from ever contesting matters related to property taxes, since tenants pay monthly rent to the landlord that is most certainly meant to cover the cost of the landlords’ property taxes. This would mean a property owner would not have standing to sue over property tax

matters—an absurd result. It is the same here. If [MAHB’s] members are the ones who paid the Building Department fees, they may challenge it under the Headlee Amendment—the [c]ourt sees no reason why [defendant] should be able to accept the builders’ money but remain insulated from the builders’ legal challenge. [MAHB] has established that it paid the Building Department fees and, in the absence of any authority to the contrary, this [c]ourt holds that [MAHB] therefore has standing to pursue a Headlee Amendment claim.

The trial court’s analysis was convincing. The court correctly rejected defendant’s “pass-through” theory and concluded that MAHB possessed standing to pursue its Headlee Amendment claim.

Despite the resolution of the standing issue at the summary disposition stage, the trial court’s February 2, 2023 bench-trial opinion revisited the issue and concluded that MAHB lacked standing to pursue its Headlee Amendment claim. MAHB contends that the trial court was foreclosed from examining the standing issue at the bench trial in light of the earlier summary disposition decision. We disagree.

The litigation was filed in 2010 and assigned to Oakland Circuit Court Judge Shalina Kumar. In May 2021, the summary disposition ruling addressing standing was rendered by Judge Kumar. But, at the time of the bench trial in August 2022, Oakland County Circuit Court Judge David Cohen presided over the matter. Judge Cohen was not bound by the prior standing decision rendered by Judge Kumar. A circuit court judge is required to follow published decisions of the Court of Appeals and Michigan Supreme Court. *People v Hunt*, 171 Mich App 174, 180; 429 NW2d 824 (1998). “There is no similar requirement that one circuit . . . judge follow the decision of the other.” *Id.* Rather, a published decision of the Court of Appeals is controlling precedent, MCR 7.215(C)(2), unless our Supreme Court takes other action, *Holland Home v Grand Rapids*, 219 Mich App 384, 394; 557 NW2d 118 (1996).

Although Judge Cohen was not foreclosed from revisiting the issue of standing rendered by the prior circuit judge, we nonetheless question whether the issue of standing was properly presented as an issue to be determined at trial. Defendant sought neither reconsideration nor an interlocutory appeal of the trial court’s May 25, 2021 opinion and order concluding that MAHB possessed standing to pursue its Headlee Amendment claim. Instead, defendant ignored that ruling and simply presented the issue again, over 14 months later, in its trial brief. And the trial court did little to refine or define the issues to be determined at trial; instead, in a May 10, 2022 order, the trial court simply directed the parties to file trial briefs two weeks before the scheduled trial date and allowed the parties, in those briefs, to “outlin[e] any and all issues involved in this action.” We are left less than convinced that defendant or the trial court properly placed MAHB on notice that it would be required to present evidence at trial, over and above that presented at the summary disposition stage, regarding standing. In any event, we conclude that the standing decision rendered on summary disposition was correct. Defendant provided no basis for revisiting the issue at the bench trial. At trial, defendant did not present evidence or controvert the affidavits submitted by MAHB addressing standing. Judge Cohen expressed concern about the “pass-through” theory; the fact that “the homebuilders pay the building fees but ultimately these fees are passed on to homeowners. Therefore, the real injury is to the homeowners and not [MAHB] who is merely the ‘middleman’ for the fees.” However, the testimony addressing “pass-through” was given by Huerta, who acknowledged that he was only speculating about the fees being passed on to

homeowners. Huerta noted that if a contractor paid the fee, he was unaware of the source or whether it was recouped from the homeowner. Huerta admitted that he lacked personal knowledge of how the fee payment occurred. Judge Cohen clearly erred by relying on this speculation. There was no evidence that the fees paid by MAHB's members were passed on to homeowners. Also, as discussed earlier, even if such a "pass-through" of costs occurred, the trial court's summary disposition ruling correctly noted the analytical flaws of defendant's novel theory and the lack of authority to support it.

The trial court further erred in its bench-trial opinion by stating that MAHB's standing hinged on whether its members were qualified electors in the city of Troy. There is no such requirement in order to have standing to pursue a Headlee Amendment claim. As explained earlier, "[s]tanding to pursue violations of the Headlee Amendment is given to all taxpayers in the state." *MAHB IV*, 504 Mich at 226; Const 1963, art 9, § 32. Further, our Supreme Court in *MAHB IV* remanded this case to the trial court to determine, *inter alia*, whether some of MAHB's members were taxpayers and whether MAHB thus had representational standing to maintain a claim under the Headlee Amendment. *MAHB IV*, 504 Mich at 229 n 58. As the trial court correctly ruled at the summary disposition stage, some of MAHB's members paid the fees alleged to constitute unlawful taxes and thus qualified as taxpayers entitled to pursue a Headlee Amendment claim.

In concluding that MAHB's members were required to be qualified electors in order to have standing, the trial court's bench-trial opinion relied on another provision of the Headlee Amendment, Const 1963, art 9, § 31, which states, in relevant part:

Units of Local Government are hereby prohibited from levying any tax not authorized by law or charter when this section is ratified or from increasing the rate of an existing tax above that rate authorized by law or charter when this section is ratified, without the approval of a majority of the qualified electors of that unit of Local Government voting thereon.

However, this provision does not address standing. It does not state that only qualified electors have standing to bring a Headlee Amendment claim. Rather, it provides that a new tax or tax increase may not be imposed without the approval of a majority of the qualified electors. This does not alter the fact that Const 1963, art 9, § 32 grants standing to all taxpayers in the state.

The trial court stated that these two constitutional provisions must be read together and that a liberal construction in favor of defendant was required by Const 1963, art 7, § 34, which provides, in relevant part, "The provisions of this constitution and law concerning counties, townships, cities and villages shall be liberally construed in their favor." But the meaning of Const 1963, art 9, § 32 is plain. It unambiguously grants standing to taxpayers and does not refer to qualified electors. See *Hathcock*, 471 Mich at 468-469 ("This Court typically discerns the common understanding of constitutional text by applying each term's plain meaning at the time of ratification."). There is no need for construction, liberal or otherwise, to discern the meaning of the language of Const 1963, art 9, § 32. See *AFP Specialties, Inc v Vereyken*, 303 Mich App 497, 505; 844 NW2d 470 (2014) (a liberal-construction rule was inapplicable because the statutory provision at issue was unambiguous and thus "need[ed] no construction, liberal or otherwise, to determine its meaning."); *Riverview v Sibley Limestone*, 270 Mich App 627, 631; 716 NW2d 615 (2006) (noting that "[l]aws concerning a city must be liberally construed in its favor" under Const

1963, art 7, § 34, but that “the primary purpose of statutory interpretation is to give effect to legislative intent,” which is determined by the statutory language if it is unambiguous). The trial court’s imposition of a “qualified elector” requirement for standing contravened the clear text of Const 1963, art 9, § 32.

Accordingly, we agree with MAHB that it possessed standing to pursue its Headlee Amendment claim. The trial court erred in its bench-trial opinion in concluding that MAHB lacked standing on that claim. Moreover, the trial court determined that, if MAHB had standing, its Headlee Amendment claim would succeed on the merits, i.e., that defendant violated the Headlee Amendment because its building fees were unlawful taxes. As will be explained, the trial court did not err in that determination. We thus reverse the judgment for defendant on the Headlee Amendment claim and remand for entry of judgment in favor of MAHB on that claim.

Defendant asserts an alternative ground for affirming the judgment in its favor on the Headlee Amendment claim. Defendant argues that the trial court erred in finding that, if MAHB had standing, its Headlee Amendment claim would succeed on the merits. We disagree with defendant’s argument.

“There is no bright-line test for distinguishing between a valid user fee and a tax that violates the Headlee Amendment.” *Bolt v Lansing*, 459 Mich 152, 160; 587 NW2d 264 (1998). “In general, ‘a fee is exchanged for a service rendered or a benefit conferred, and some reasonable relationship exists between the amount of the fee and the value of the service or benefit. A tax, on the other hand, is designed to raise revenue.’ ” *Shaw v Dearborn*, 329 Mich App 640, 653; 944 NW2d 153 (2019), quoting *Bolt*, 459 Mich at 161.

Under *Bolt*, courts apply three key criteria when distinguishing between a user fee and a tax: (1) “a user fee must serve a regulatory purpose rather than a revenue-raising purpose”; (2) “user fees must be proportionate to the necessary costs of the service”; and (3) a user fee is voluntary in that users are “able to refuse or limit their use of the commodity or service.” [*Shaw*, 329 Mich App at 653, quoting *Bolt*, 459 Mich at 161-162.]

“These criteria are not to be considered in isolation, but rather in their totality, such that a weakness in one area would not necessarily mandate a finding that the charge is not a fee.” *Shaw*, 329 Mich App at 653 (quotation marks and citation omitted).

“A fee charged by a municipality is presumed reasonable unless it is facially or evidently so wholly out of proportion to the expense involved that it must be held to be a mere guise or subterfuge to obtain the increased revenue.” *Id.* at 654 (quotation marks and citation omitted). This presumption of reasonableness is pertinent to the second *Bolt* factor regarding the proportionality of a charge imposed by a city. *Id.* This presumption can be overcome by presenting sufficient evidence to the contrary. *Id.* at 654-655.

In its bench-trial opinion, the trial court analyzed the merits of the Headlee Amendment claim by applying the *Bolt* test. The court concluded:

If [MAHB] had established standing at trial, the [c]ourt would have found a violation of the Headlee Amendment because the [c]ourt finds there was not proportionality between the fees and cost of services, therefore creating an unauthorized surplus that was revenue generating. Further, the [c]ourt finds that [the] fees were not voluntary. Homeowners did not have a choice about the use of building services to carry out necessary repairs. If a homeowner chose not to do a repair, he risked making his property uninhabitable.

The trial court did not err in its application of the *Bolt* test. The first two *Bolt* factors are closely related and may be analyzed together. *Graham v Kochville Twp*, 236 Mich App 141, 151; 599 NW2d 793 (1999). Evidence supported the trial court's finding that there was a lack of proportionality between the fees and the cost of services and that this generated revenue in the form of an unauthorized surplus. In 2010, defendant privatized its Building Department by entering into a contract with SAFEbuilt. Under that contract, defendant retained 20% to 25% of the Building Department fees. Defendant's own financial records revealed that, following the privatization of the Building Department, defendant consistently generated significant surplus fees every year from 2012 to 2019, resulting in a total surplus of more than \$3.2 million for that time period. This indicates that the excessive portion of the fees served a revenue-raising purpose and that there was a lack of proportionality between the amount of the fees and the cost of service. This conclusion is supported by the testimony of Patrick Anderson, MAHB's expert on economics, public finance, and the Headlee Amendment. Anderson opined that consistently raising revenue to such an extent indicated a revenue-raising purpose and that the excessive portion of the fees that contributed to a surplus qualified as a tax.

Further, Anderson concluded that defendant was blatantly misrepresenting its building inspection costs for the 2019-2020 and 2020-2021 fiscal years. Defendant was including costs from other city departments, even when those departments received separate fees for the relevant activity, thereby engaging in what Anderson viewed as an impermissible "double dip." Anderson viewed it as inappropriate to charge a building inspection fee to pay for services performed by departments other than the Building Department. From reviewing the city budgets and the Comprehensive Annual Financial Reports (CAFRs), Anderson determined that there were internal inconsistencies in the CAFRs and that defendant was earning more in fees than the amount of its actual costs each year. Anderson believed this could explain why defendant was changing its manner of determining costs; defendant was claiming to have lost money in performing building inspection services. Defendant was improperly counting more than \$400,000 in costs from other departments as direct costs of the Building Department and then calculating indirect costs as a percentage of the alleged direct costs. Anderson stated that defendant was engaging in a "triple dip" by counting as indirect costs a percentage of alleged direct costs from other departments for which defendant collected a separate fee.

Anderson thus believed that defendant collected excessive fees that bore no relationship to the costs of the Building Department. He opined that these excessive fees deposited into the general fund constituted an unauthorized tax that violated the Headlee Amendment.

The trial court found that Anderson testified in a credible and forthright manner and that his testimony was persuasive. This Court "give[s] deference to the trial court's superior ability to

judge the credibility of the witnesses who appeared before it.” *Glen Lake-Crystal River Watershed Riparians*, 264 Mich App at 531 (quotation marks and citations omitted).

The trial court’s findings regarding the first two *Bolt* factors were consistent with its findings on the CCA claim. The court found that defendant “increased its direct costs using ‘costs’ not envisioned by the CCA. These newly designated ‘direct costs’ escalated the indirect costs proportionately. [Defendant] used this analysis to continue to justify retaining surplus funds.” Defendant’s “financial reports clearly show that the actual costs of their [B]uilding [D]epartment fell under budget for calendar [sic: fiscal] years ending in 2020 and 2021. The [c]ourt agrees with Mr. Anderson’s testimony that [defendant] can only charge for building code work and that other city departments are not performing such work.” The court also agreed with Anderson that defendant could not “double dip and charge for services that have separate fees such as [Freedom of Information Act (FOIA), MCL 15.231 *et seq.*] requests, multifamily property inspections, soil erosion and sidewalk permits and [F]ire [D]epartment inspections. [Defendant] also cannot charge for services provided by the [c]ity [c]lerk and [t]reasurer as these are constitutionally mandated offices.”

Overall, the evidence at trial supported the trial court’s findings regarding the first two *Bolt* factors. The trial court did not err in finding a lack of “proportionality between the fees and cost of services, therefore creating an unauthorized surplus that was revenue generating.”

Nor did the trial court err in its finding regarding the third *Bolt* factor, i.e., whether the fees were voluntary. The trial court found “that [the] fees were not voluntary. Homeowners did not have a choice about the use of building services to carry out necessary repairs. If a homeowner chose not to do a repair, he risked making his property uninhabitable.”

Our Supreme Court has rejected the proposition

that property owners can control the amount of the fee they pay by building less on their property. . . . [W]e do not find that this is a legitimate method for controlling the amount of the fee because it is tantamount to requiring property owners to relinquish their rights of ownership to their property by declining to build on the property. [*Bolt*, 459 Mich at 168.]

Moreover, the testimony of defendant’s building official, Huerta, supported the trial court’s finding on this factor. Huerta agreed that a building permit is required if a furnace or electric water heater fails and must be replaced. If water pipes break and must be replaced, a building permit is required in some instances. If an upstairs washing machine breaks and leaks water, a building permit is required to replace rotting floor and ceiling. Payment of a building permit fee is not voluntary if an incident occurs that requires such work. The trial court aptly noted that a homeowner would risk making their property uninhabitable by declining to perform necessary repairs. Overall, the court did not err in its finding on this factor.

Accordingly, the trial court properly found that the application of the *Bolt* factors leads to the conclusion that the building fee constituted a tax and that defendant therefore violated the Headlee Amendment. Because MAHB had standing to pursue its Headlee Amendment claim and

the trial court correctly found a violation of the Headlee Amendment, we reverse the judgment for defendant and remand for entry of judgment in MAHB's favor on this claim.

III. DEFENDANT'S CROSS-APPEAL

Defendant first argues on cross-appeal that the trial court erred in denying the request for summary disposition in its favor on the CCA claim. Specifically, defendant asserts that it presented sufficient evidence to support a ruling in its favor on the CCA claim and that the judiciary lacks authority to review the discretionary action of its City Council in setting the fee amounts. We disagree.⁶

A trial court's decision on a motion for summary disposition is reviewed de novo. *El-Khalil*, 504 Mich at 159. MAHB moved for summary disposition under MCR 2.116(C)(10). In response, defendant requested summary disposition in its favor pursuant to MCR 2.116(I)(2). "If, after careful review of the evidence, it appears to the trial court that there is no genuine issue of material fact and the opposing party is entitled to judgment as a matter of law, then summary disposition is properly granted under MCR 2.116(I)(2)." *Lockwood v Ellington Twp*, 323 Mich App 392, 401; 917 NW2d 413 (2018) (citation omitted). This Court considers de novo whether the judiciary has constitutional and statutory authority to review a municipal decision. See *Warda v Flushing City Council*, 472 Mich 326, 330; 696 NW2d 671 (2005) (citations omitted).

MCL 125.1522(1) states:

The legislative body of a governmental subdivision shall establish reasonable fees to be charged by the governmental subdivision for acts and services performed by the enforcing agency or construction board of appeals under this act, which fees shall be intended to bear a reasonable relation to the cost, including overhead, to the governmental subdivision of the acts and services, including, without limitation, those services and acts as, in case of an enforcing agency, issuance of building permits, examination of plans and specifications, inspection of construction undertaken pursuant to a building permit, and the issuance of certificates of use and occupancy, and, in case of a board of appeals, hearing appeals in accordance with this act. The enforcing agency shall collect the fees established under this subsection. The legislative body of a governmental subdivision shall only use fees

⁶ Defendant's principal brief on cross-appeal also asserts that MAHB's remedy was to present its position to its City Council or to submit an inquiry to the Michigan Department of Treasury. In its brief on cross-appeal, MAHB interprets this argument to mean that MAHB failed to exhaust its administrative remedies. MAHB argues in response that our Supreme Court ruled in 2015 that MAHB was not required to exhaust administrative remedies before filing this lawsuit, see *MAHB II*, 497 Mich at 288, and ruled in 2019 that MAHB had a private cause of action for declaratory and injunctive relief to redress violations of the CCA, see *MAHB IV*, 504 Mich at 225-226. In its reply brief, defendant expressly states that it is *not* making an exhaustion-of-administrative-remedies argument. In light of defendant's clarification in its reply brief that it is not making such an argument, we will not address exhaustion of administrative remedies.

generated under this section for the operation of the enforcing agency or the construction board of appeals, or both, and shall not use the fees for any other purpose.

In *MAHB IV*, 504 Mich at 216, our Supreme Court explained:

The parties agree that MCL 125.1522(1) places three restrictions on a municipality's authority to establish fees under the CCA. One—the amount of the fee “shall” be reasonable. Two—the amount of the fee “shall” be reasonably related to the cost of providing the service. And three—the fees collected “shall” only be used for the operation of the enforcing agency or the construction board of appeals, or both, and “shall” not be used for any other purpose.

Our Supreme Court noted that defendant's “discretion under MCL 125.1522(1) is not unfettered; it is subject to a reasonableness component that ensures payments are related to the costs for building inspection services performed or overhead, not the overall operation of the Building Department.” *MAHB IV*, 504 Mich at 219. “MCL 125.1522(1) does not envision a ‘surplus’ baked consistently into the fees.” *MAHB IV*, 504 Mich at 219. But defendant is permitted to retain “revenue to cover the direct and indirect costs of the services it provides.” *Id.* at 221. The Court agreed with defendant that “there is no mandate to set fees that exactly match the expenditures, especially since the fee setting process can only be a best estimate of what the future revenue and expenses will be in the coming year.” *Id.* at 222 (quotation marks omitted). “MCL 125.1522(1) requires only that the ‘fees shall be *intended* to bear a reasonable relation to the cost, including overhead.’ Exactitude is not required.” *MAHB IV*, 504 Mich at 222. Our Supreme Court remanded the case to the trial court for further findings on the amount of costs. *Id.*

The trial court correctly determined that a genuine issue of material fact existed regarding whether defendant violated the CCA. Defendant suggests that its evidence, including an affidavit of its Chief Financial Officer (CFO), Rob Maleszyk, provided “a sufficient basis to rule in [defendant's] favor” on the CCA claim. But there was conflicting evidence at the summary disposition stage regarding the amount of defendant's indirect costs in the 2018-2019 fiscal year. Indeed, defendant itself repeatedly altered its methodology for determining costs following our Supreme Court's decision in *MAHB IV*. *MAHB*'s position regarding the amount of indirect costs was supported by the affidavit and report of its expert, Anderson.⁷ The trial court aptly noted the parties' widely varying calculations of indirect costs. The trial court found it troubling that defendant at one point used a methodology to arrive at \$780,728.86 in indirect costs, which was roughly four times the amount of its original calculation, after our Supreme Court ruled in *MAHB IV* that defendant had accumulated an unlawful surplus. See *MAHB IV*, 504 Mich at 220. Also, the trial court found it concerning that defendant “did not include this new analysis in its

⁷ Defendant notes that Anderson lacked municipal finance experience, but it provides no basis to question Anderson's expertise in economics, public finance, and the Headlee Amendment. Any gaps or weaknesses in a witness's expertise affects the weight of the witness's testimony, not its admissibility; and, it is generally for the trier of fact to decide the extent of a witness's expertise. *Surman v Surman*, 277 Mich App 287, 309-310; 745 NW2d 802 (2007).

[2019-]2020 CAFR, instead reverting to its old methodology while arguing something different in this [c]ourt.”

The conflicting evidence precluded a grant of summary disposition to either party on the CCA claim. Summary disposition is improper when the evidence is conflicting. *Patrick v Turkelson*, 322 Mich App 595, 605; 913 NW2d 369 (2018) (citation omitted). “A trial court may not weigh evidence when ruling on a summary disposition motion, or make credibility determinations.” *Bank of America, NA v Fidelity Nat’l Title Ins Co*, 316 Mich App 480, 512; 892 NW2d 467 (2016) (citations omitted). “It is for the trier of fact to assess credibility” *Id.*

We also reject defendant’s argument that the judiciary lacks authority to review the discretionary action of its City Council in determining the fee amounts. Defendant cites *Warda* for the proposition that the judiciary is precluded from reviewing the discretionary action of a legislative body. Defendant’s reliance on *Warda* is misplaced.

In *Warda*, 472 Mich at 329-330, our Supreme Court considered whether a municipality’s decision to deny a police officer’s request for reimbursement of attorney fees under MCL 691.1408(2) was subject to judicial review. The Court noted that the statute used the word “may,” which indicated “that the decision to pay an officer’s attorney fees is a matter left to the discretion of the municipality.” *Warda*, 472 Mich at 332. The Court further observed “that the statute does not limit or qualify the word ‘may’ (with, for instance, a requirement of reasonableness) or provide any other standards by which that discretion is to be exercised.” *Id.* Hence, the municipal defendant’s “city council had full discretion under MCL 691.1408(2) in choosing whether to reimburse plaintiff’s attorney fees.” *Warda*, 472 Mich at 332.

While the statute affords the city council the discretion to decide whether to reimburse a claim for attorney fees, the statute says nothing about the limits within which that discretion is to be exercised, let alone by which an appellate court would be guided in its review of a decision made pursuant to that discretion. As such, the Flushing city council’s action to deny reimbursement of attorney fees is conclusive. [*Id.* at 333.]

“[B]ecause the statute provides no limits within which the city council’s discretion is to be exercised, let alone by which an appellate court would be guided in its review of an exercise of that discretion, MCL 691.1408(2) affords plaintiff no basis for relief.” *Warda*, 472 Mich at 335. In sum, “a judicially comprehensible standard is required in order to enable judicial review. Here, there is no such standard.” *Id.* at 339.

In contrast to the statute at issue in *Warda*, MCL 125.1522(1) provides judicially comprehensible standards to guide the judiciary in reviewing the discretionary municipal determination of the amount of building fees. Our Supreme Court in *MAHB IV* explained that three restrictions were placed on a municipality’s authority to enact CCA fees—a reasonable amount, a reasonable relationship to the cost of providing the service, and the fees shall only be used for the operation of the enforcement agency. *MAHB IV*, 504 Mich at 216. And, this reasonableness component stated in MCL 125.1522(1) was not unfettered but must bear a relationship to the costs of building inspection services. *MAHB IV*, 504 Mich at 219. Hence,

MCL 125.1522(1) provides criteria for the judiciary to apply that were found to be lacking in the statute at issue in *Warda*. Judicial review is thus permitted in the instant case.

Defendant next argues on cross-appeal that it was entitled to summary disposition regarding whether MAHB had standing to pursue its Headlee Amendment claim. This issue was already addressed in the context of MAHB's appeal. As explained earlier, the trial court at the summary disposition stage properly ruled in favor of MAHB on the standing issue. Defendant presents no argument on cross-appeal that was not already considered earlier. We thus reject defendant's argument that it was entitled to summary disposition on the standing issue.

Defendant further argues that it was entitled to summary disposition on the merits of MAHB's Headlee Amendment claim. We disagree.

The pertinent legal principles regarding a Headlee Amendment claim, including the *Bolt* factors, were summarized earlier. The trial court ruled that summary disposition on the merits was inappropriate. The court stated that "whether the Headlee Amendment has been violated necessarily relies on the amount of surplus [defendant] has received," and, "given that there exists a question of fact as to the amount of indirect costs associated with Building Department functions," there were questions of fact regarding the first two *Bolt* factors, i.e., "the purpose and proportionality of Building Department fees under a Headlee framework."

The trial court provided a more detailed analysis in support of this conclusion:

In the instant case, because there is an open question of fact concerning the amount of indirect costs associated with Building Department functions, with the parties presenting very different figures and calculations for these indirect costs—and therefore, the amount of surplus [defendant] has received—the [c]ourt cannot yet make a determination concerning whether the fees are regulatory or revenue-raising, or whether the fees are proportional to the costs of the service. Of course, the [Michigan] Supreme Court already held "that the use of the revenue generated by [defendant's] building inspection fees to pay the Building Department's budgetary shortfalls in previous years violates MCL 125.1522(1) because it is not reasonably related to the cost of acts and services provided by the Building Department." [*MAHB IV*], 504 Mich at 229. While this holding applied only to the CCA claim, there is good reason to believe it may also apply to [MAHB's] Headlee Amendment claim. However, the [Michigan] Supreme Court also held that [defendant] was within its lawful rights to recoup its indirect costs. *Id.* at 221. If the trier of fact does ultimately conclude that the proper indirect costs for 2019 are \$4,227, that may very well yield a substantially different outcome under the *Bolt* criteria [than] indirect costs in the amount of \$187,636 or \$780,728.86, as a smaller amount of indirect costs may make it more likely that the fees are not proportional to the costs and that [defendant's] true purpose was to raise revenue. . . .

Therefore, given the existence of this factual dispute, the court concluded that summary disposition on the merits of the Headlee Amendment claim was inappropriate.

The trial court's reasoning was sound. The parties presented widely varying calculations and figures for the amount of indirect costs, ranging from \$4,227 to \$780,728.86. The amount of indirect costs was pertinent to the extent of defendant's surplus. Resolution of this factual question was critical to an evaluation of the first two *Bolt* factors, i.e., whether the fees served a regulatory or revenue-raising purpose and whether the fees were proportionate to the necessary costs of the service. *Bolt*, 459 Mich at 161-162; *Shaw*, 329 Mich App at 653. The trial court therefore properly declined to grant summary disposition to either party on the merits of the Headlee Amendment claim.

Defendant next argues on cross-appeal that the trial court erred in its bench-trial determination that defendant violated the CCA. Defendant reasons that its expenses exceeded revenue in the 2019-2020 and 2020-2021 fiscal years and that its building permit fees were not disproportionately high. Defendant challenges the trial court's view that it could not include costs incurred by departments other than the Building Department. Defendant contends that registration under the Skilled Trades Regulation Act (STRA), MCL 339.5901 *et seq.*, was not required for all employees who perform Building Department services and that SAFEbuilt was contractually required to work with other city departments. Defendant further argues that MAHB's CCA claim is moot because defendant terminated its contract with SAFEbuilt. Defendant's arguments are unavailing.

This Court "review[s] a trial court's findings of fact in a bench trial for clear error and its conclusions of law de novo." *Chelsea Investment Group*, 288 Mich App at 250. Clear error exists if there is no evidentiary support for a finding or if this Court has a definite and firm conviction that a mistake has occurred. *Id.* at 251 (citation omitted). "The trial court's findings are given great deference because it is in a better position to examine the facts." *Id.* This Court reviews de novo whether an issue is moot. *Garrett v Washington*, 314 Mich App 436, 449; 886 NW2d 762 (2016).

In *MAHB IV*, 504 Mich at 216, our Supreme Court explained the three mandatory restrictions that limited a municipality's authority to establish CCA fees, including fee reasonableness, the fee amount reasonably related to the service cost, and the fee collected to solely be used for the operation of the enforcing agency. This reasonableness component was designed to ensure that the payments bore a relationship to building inspection services or overhead, not to fund the entire Building Department operation. *Id.* at 219.

Defendant's argument that its costs exceeded its revenue for the 2019-2020 and 2020-2021 fiscal years hinges on the inclusion of costs incurred by departments other than the Building Department. However, the trial court correctly concluded that it was inappropriate for defendant to include such costs. In support of this conclusion, the trial court accurately summarized relevant provisions of the CCA.

In particular, under the CCA, a unit of local government like defendant may choose to administer and enforce the Michigan building code. MCL 125.1508a(2); MCL 125.1508b(1). The local government shall designate an "enforcing agency" within the governmental unit to carry out the administration and enforcement of the building code. MCL 125.1508b(2); MCL 125.1502a(t). The enforcing agency is subject to the approval of the State Construction Code Commission. MCL 125.1503a(5); MCL 125.1508b(6). The local government is required to certify "that the

enforcing agency is qualified by experience or training to administer and enforce the code and all related acts and rules, that agency personnel are provided as necessary, administrative services are provided, plan review services are provided, and timely field inspection services shall be provided.” MCL 125.1508a(5); see also MCL 125.1508b(6) (containing similar language).⁸

MCL 339.6021(1), a provision of the STRA, provides that, “[s]ubject to subsection (2), an individual shall not be appointed or employed as a building official, inspector, or plan reviewer by an enforcing agency, unless the individual is registered under this article and the rules promulgated under this article.” MCL 339.6021(2) states, “[a]n individual who becomes employed by a governmental subdivision as a building official, plan reviewer, or inspector, if not already registered, shall within 30 days of employment apply to the [State Construction Code Commission] for provisional registration.”

Upon certification by the State Construction Code Commission, it is the enforcing agency that has authority to administer and enforce the building code. MCL 125.1522(1) refers to acts and services performed by the enforcing agency. Those acts and services of an enforcing agency include “issuance of building permits, examination of plans and specifications, inspection of construction undertaken pursuant to a building permit, and the issuance of certificates of use and occupancy” MCL 125.1522(1).

Defendant’s CFO, Maleszyk, testified that he understood that, under the CCA, building services are to be provided by the enforcing agency. Maleszyk further indicated that he understood that the enforcing agency in this case is defendant’s Building Department.

Defendant’s building official, Huerta, likewise testified that he understood that, under the CCA, building services are to be provided by the enforcing agency. Huerta further agreed that MCL 125.1522(1) contained a list of activities that could only be performed by the enforcing agency, and Huerta agreed that those activities included issuance of building permits, examination of plans and specifications, inspection of construction undertaken pursuant to a building permit, and issuance of certificates of use and occupancy. Huerta further agreed that the enforcing agency in this case is defendant’s Building Department. Huerta understood that STRA registration was required for city employees who performed work as an inspector or plan reviewer. He agreed that

⁸ The approval and certification requirements of MCL 125.1508a(5) and MCL 125.1508b(6) apply when a unit of local government did not enforce the building code before the effective date of the CCA, i.e., December 28, 1999, and when the local government has elected to undertake such enforcement after that date. The parties do not address any implications in the present case of this temporal aspect of these provisions. Defendant does not present any argument disputing the applicability of these provisions in this case, even though the trial court cited the provisions. In any event, these provisions are not critical to the resolution of this case. As will be discussed later, defendant’s own witnesses acknowledged that building services are to be provided by the enforcing agency, which they concede is defendant’s Building Department, and there was ample evidence to support the trial court’s determination that defendant violated MCL 125.1522(1).

none of the employees from other city departments who performed Building Department services had STRA registration.

MAHB's expert, Anderson, testified that estimating indirect costs as a percentage of costs that are not direct costs of the Building Department is unreasonable and constitutes "double dipping." He explained that, under the CCA and a guidance memorandum from the Michigan Department of Treasury, direct costs are costs of the enforcing agency, i.e., the Building Department. Costs incurred by statutorily required offices such as the city clerk and the city treasurer may not be included. In Anderson's view, defendant was blatantly misrepresenting its building inspection costs. Defendant was including costs from other city departments, even when those departments received separate fees for the relevant activity, thereby engaging in an impermissible "double dip." Anderson viewed it as inappropriate to charge a building inspection fee to pay for services performed by departments other than the Building Department.

From reviewing the city budgets and the CAFRs, Anderson determined that there were internal inconsistencies in the CAFRs and that defendant was earning more in fees than the amount of its actual costs each year. In Anderson's view, this explained why defendant was changing its manner of determining costs; defendant was claiming to have lost money in performing building inspection services. Defendant was improperly counting more than \$400,000 in costs from other departments as direct costs of the Building Department and then calculating indirect costs as a percentage of the alleged direct costs. Defendant was engaging in a "triple dip" by counting as indirect costs a percentage of alleged direct costs from other departments for which defendant collected a separate fee.

Anderson had also reviewed an expense report or spreadsheet recently prepared by defendant's CFO, Maleszyk, in purported support of the 2020-2021 CAFR. In this new expense report, defendant was continuing to calculate indirect costs as a percentage of direct costs that improperly included alleged costs from departments other than the Building Department. This new expense report did not give Anderson confidence that defendant was making any effort to follow the law. Anderson did not view this new document as credible because he believed it was prepared for this litigation and contradicted information in the 2020-2021 CAFR. Anderson preferred to rely on the CAFR because it was legally required and provided to the City Council, the Michigan Department of Treasury, and the public. This new expense report indicated that defendant was now including \$600,000 in costs from other departments and was continuing to "triple dip" by calculating indirect costs as a percentage of these improperly included direct costs.

Anderson later clarified his testimony regarding the internal inconsistencies in defendant's CAFRs. Anderson testified that the main statements of expenditures in defendant's CAFRs did not show a deficit but showed the actual expenditures. However, there were discrepancies between the statements of expenditures and the "notes" sections of the CAFRs, which showed a deficit. For example, the "notes" section of the 2018-2019 CAFR showed direct costs different from what was in the statement of expenditures in that same CAFR. Significant discrepancies between the "notes" section and the main body of the document likewise existed in the 2019-2020 and 2020-2021 CAFRs. Purported costs from other city departments were included in the "notes" sections and in Maleszyk's spreadsheets.

Anderson testified regarding provisions of defendant's contract with SAFEbuilt requiring SAFEbuilt to coordinate or work in unison with other city departments. Those provisions did not mean that the other city departments were performing building inspection work.

The trial court found that Anderson "testified in a credible and forthright manner" and that his testimony was persuasive. This Court "give[s] deference to the trial court's superior ability to judge the credibility of the witnesses who appeared before it." *Glen Lake-Crystal River Watershed Riparians*, 264 Mich App at 531 (quotation marks and citations omitted).

The trial court found that, following the issuance of our Supreme Court's opinion in *MAHB IV*, defendant "increased its direct costs using 'costs' not envisioned by the CCA. These newly designated 'direct costs' escalated the indirect costs proportionately," given that defendant calculated indirect costs as a percentage of direct costs. Defendant "used this analysis to continue to justify retaining surplus funds." The court determined that defendant's "financial reports clearly show that the actual costs of their [B]uilding [D]epartment fell under budget for calendar [sic: fiscal] years ending in 2020 and 2021. The [c]ourt agrees with Mr. Anderson's testimony that [defendant] can only charge for building code work and that other city departments are not performing such work." The trial court agreed with MAHB

that the true direct costs of the Building Department are those set forth on [page] 38 of the financial reports and that the spreadsheets setting forth other department costs cannot be added to the Building Department costs as "additional" direct costs. The calculation of indirect costs using the percentages set forth on [page] 59 of the financial reports should have been applied to these direct costs. The [c]ourt also agrees with Mr. Anderson's testimony that if you remove the double charges, clerk and treasury charges and costs not related to the [B]uilding [D]epartment's express functions the remaining indirect costs authorized by law are those incurred by [defendant's] Human Resources, Purchasing and Finance Departments. These totaled \$5,772.26 in [the 2019-2020 fiscal year] and \$7,369.00 in [the 2020-2021 fiscal year].

The trial court further expressed its disagreement with defendant's position that

Huerta could assign [B]uilding [D]epartment functions to other departments or that the [SAFEbuilt] contract requiring "coordination" with other departments meant allowing other departments to do [B]uilding [D]epartment work. Nowhere in the CCA does it state that a building official can delegate [B]uilding [D]epartment functions to other city departments.

The trial court's findings were supported by the evidence at trial, including Anderson's testimony, and the court's legal conclusions conformed with the applicable law. Defendant's inclusion of costs incurred by other city departments was inconsistent with the CCA. MCL 125.1522(1) requires consideration of costs incurred from services performed by the enforcing agency, which, as admitted by defendant's own witnesses, was the Building Department in this case. The trial court properly concluded that defendant could not "continue to designate other department costs as being direct costs of the [B]uilding [D]epartment and use a percentage of these inflated costs to calculate its indirect costs. This method of calculating costs violates the

CCA's requirement that fees be related to [B]uilding [D]epartment costs." The court also correctly reasoned that SAFEbuilt's purported contractual duty to coordinate with other city departments did not mean that the other departments were performing Building Department work. Accordingly, the trial court did not err in its determination that defendant violated the CCA.

Finally, we disagree with defendant's contention that the CCA claim should have been dismissed as moot in light of the termination of defendant's contract with SAFEbuilt. Courts generally do not decide moot issues. *B P 7 v Bureau of State Lottery*, 231 Mich App 356, 359; 586 NW2d 117 (1998) (citation omitted). "A case is moot when it presents only abstract questions of law that do not rest upon existing facts or rights." *Id.* An issue is moot when an event occurs that makes it impossible to grant relief. *Id.* In rejecting defendant's mootness argument, the trial court aptly noted that, despite the termination of the contract with SAFEbuilt, defendant "still has to comply with the CCA and ensure that its fees are related to its direct and indirect costs." The evidence at trial indicated that defendant was continuing to calculate its indirect costs in a manner that violated the CCA. Anderson testified that defendant's termination of its contract with SAFEbuilt did not affect any of Anderson's conclusions, given the most recent expense report indicating that defendant intended to continue calculating costs improperly. The trial court therefore did not err in rejecting defendant's contention that the CCA claim was moot.

Affirmed in part, reversed in part, and remanded for entry of judgment in favor of MAHB on its Headlee Amendment claim. We do not retain jurisdiction.

/s/ Anica Letica
/s/ Mark T. Boonstra
/s/ Philip P. Mariani

Exhibit O:**State Court Administrative Office Directory of Court Reporting Firms Registered to do Business in Michigan**

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Registered Firms--Updated 1/13/2025

FIRM ID	FIRM NAME	City	State	Phone
8268	Judith Halprin Court Reporting	West Bloomfield	Michigan	248-851-3332
8184	Judy Jettke & Associates	MT. CLEMENS	Michigan	(586) 783-0060
8199	KAL REPORTING	Kalamazoo	Michigan	2693432200
8362	KELLEY WHITAKER & ASSOC	CLAY TWP	Michigan	(810) 794-9928
8317	KIZY COURT REPORTING, INC.	BEVERLY HILLS	Michigan	2484080555
8047	KORREKT COURT REPORTING, INC	Westland	Michigan	2489321000
8498	Kristine K. Grigsby, RPR, CSR	Grand Ledge	Michigan	2312689779
8481	LEGALLY CORRECT TRANSCRIPTION	EAST LANSING	Michigan	5173321234
8379	LETTERS & BYTES	REDFORD	Michigan	3139109857
8602	Lexitas	Houston	Texas	800-676-2401
8053	LUZOD REPORTING SERVICE INC	Clawson	Michigan	2489512563
8557	Magna Legal Services	Philadelphia	PA	6096085938
8618	Mc Dermott Court Reporting	Willis	Michigan	3132778200
8388	MCKEE COURT REPORTING	MUSKEGON	Michigan	2317987488
8033	Meadowbrook Court Reporting	Waterford	Michigan	248-334-6300
8194	METROPOLITAN REPORTING LLC	Lansing	Michigan	5178864068
8058	MID-MICHIGAN REPORTING LLC	Wyoming	Michigan	9897089428
8097	MIDWEST LEGAL SERVICES	GROSSE POINTE FARMS	Michigan	3138813380
8228	MODERN COURT REPORTING & VIDEO,	Saline	Michigan	7344299143
8190	MORETTI GROUP	KALAMAZOO	Michigan	2693430118
8619	Northern Transcription	Lachine	Michigan	9894647355
8029	O'Brien & Bails	Kalamazoo	Michigan	314-296-5411
8609	Penn Reporting, LLC	Clinton Twp	Michigan	586-567-8015
8550	PRS - Pohl Reporting Services	St. Johns	Michigan	9895876085
8534	Pohlman USA Reporting Company	St. Louis	Missouri	3144505130
8334	Q & A COURT REPORTING	KEEGO HARBOR	Michigan	2486812499
8261	Q&A REPORTING, INC	SPRING LAKE	Michigan	8004080070
8335	QRS COURT REPORTING, LLC	DAVISON	Michigan	8106533129
8139	RIPKA BOROSKI AND ASSOC	FLINT	Michigan	8102347785
8565	Roe Reporting	Jackson	Michigan	(517) 206-7990
8615	Steno Agency, Inc.	Los Angeles	California	310.469.7276
8495	Steno Reporting, LLC	Sterling Heights	Michigan	9894140187
8617	Synergy Litigation Services	West Bloomfield Township	Michigan	586-747-2237
8520	Tamara A. O'Connor Court Reporting	West Bloomfield	Michigan	(248) 360-1331
8478	Theresa's Transcription Services	Lansing	Michigan	517-882-0060
8620	Tip of the Mitt Transcription	Petoskey	Michigan	2318388268
8518	Transcript & Information Service	Birmingham	Michigan	2485611452
8346	TRAYLOR & TRAYLOR COURT RPTG	ALLEN PARK	Michigan	3133861230
8093	TRI-COUNTY COURT REPORTERS, INC.	Rochester	Michigan	2486089250
8563	US Legal Support	Houston	Texas	8005678757
8569	Veritext, LLC	Livingston	New Jersey	9734104040
8204	WEST MICHIGAN REPORTING	Grand Rapids	Michigan	6163611700

Exhibit O:

State Court Administrative Office Directory of Court Reporting Firms Registered to do Business in Michigan

Page 2 of 2

Registered Firms--Updated 1/13/2025

FIRM ID	FIRM NAME	City	State	Phone
8484	ABOUT TOWN COURT REPORTING, INC.	HOLLY	Michigan	(248) 634-3369
8255	Accent the Word	Lenoir City	Tennessee	248-650-1870
8616	Accurate Court Transcription LLC	West Bloomfield Township	Michigan	248-807-0045
8493	Accurate Transcription Services	Saline	Michigan	7349445818
8612	Ace Transcripts LLC	Ann Arbor	Michigan	734-368-9960
8526	ADVANTAGE REPORTING	ROCHESTER	Michigan	2484135705
8587	AJ Transcription	Grand Blanc	Michigan	7348467808
8101	ALF Court Reporting Services	Oak Park	Michigan	248-773-2794
8369	ALPINE REPORTING, INC.	Highland	Michigan	2487149609
8144	AMERICAN REPORTING, INC.	Lathrup Village	Michigan	2485596750
8310	ANDREA EDELSON COURT REPORTING	WEST BLOOMFIELD	Michigan	2488556160
8111	ASSERTIVE REPORTING	LIVONIA	Michigan	2484172892
8007	ASSOCIATED REPORTERS	Grand Blanc	Michigan	8103978629
8542	Backstrom Court Reporting	REDFORD	Michigan	248-747-1384
8525	BAREALTIME, LTD.	Peotone	Illinois	(312) 497-8341
8622	Beck Transcribes	Livonia	Michigan	
8531	Catherine M. Collier	Allen Park	Michigan	3134077261
8540	Catka Court Reporting, LLC	Brownstown	Michigan	3132828112
8016	CHAPA & GIBLIN LLC	Farmington Hills	Michigan	2486262288
8570	Clark Reporting & Associates	Mt. Pleasant	Michigan	9897757049
8546	Core Litigation Support, LLC	Southfield	Michigan	2488093816
8559	Cornerstone Court Reporting, Inc.	Lake Orion	Michigan	248-202-8858
8592	Court Reporter Connection, Inc.	Au Gres	Michigan	9892555542
8283	DACSH REPORTING, LLC	WHITTAKER	Michigan	7344616061
8586	Diversified Documents Company	Davisburg	Michigan	2487016005
8486	DKM REPORTING SERVICES, INC.	Southfield	Michigan	2488958480
8571	Duly Noted Court Reporting, LLC	Belleville	Michigan	313-758-8780
8086	Eller Reporting, Inc.	GRAND RAPIDS	Michigan	6164547481
8035	Esquire Deposition Solutions, LLC	Troy	Michigan	(213) 443-4058
8291	EXPERT REPORTING SERVICE LLC	Coopersville	Michigan	6168622080
8055	FELDMAN COURT REPORTERS	West Bloomfield	Michigan	2486263434
8577	Fortz Legal Support, LLC	Grand Rapids	Michigan	8447304066
8025	FREELANCE REPORTERS INC	WARREN	Michigan	5867035177
8349	FULLER REPORTING COMPANY	Macon	Georgia	2312509508
8491	Grant, Grant & Associates	WASHINGTON TWP.	Michigan	(586) 651-0090
8595	Great Lakes Reporting, LLC	Bloomfield Hills	Michigan	2486730200
8202	GREAT LAKES SHORTHAND REPORTING	GRAND RAPIDS	Michigan	6166760566
8621	Griffin & Associates, LLC	Phoenix	Arizona	602-291-9334
8141	Hanson Renaissance Court Reporting	Detroit	Michigan	313-567-8100
8496	Hanson Reporting	Escanaba	Michigan	9067860422
8585	Harris & Harris Court Reporting	Commerce Township	Michigan	2489351546
8307	Harvey Court Reporting Service	Novi	Michigan	548-697-1712
8249	INMAN COURT REPORTING & VIDEO	Harrison Township	Michigan	5868715118
8603	J Reeds Reporting Services	Ann Arbor	Michigan	(734) 646-7463
8536	JMS Court Reporting Services, LL	Waterford	Michigan	7347515987
8584	JPY Legal Services	GRAND RAPIDS	Michigan	616-481-6313

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CERTIFICATE OF REPORTER

I, Andrew Adams, hereby certify:

That the foregoing proceedings were taken
before me at the time and place therein set forth;

That the proceedings were recorded by me and
thereafter formatted into a full, true, and correct
transcript of same;

I further certify that I am neither counsel
for nor related to any parties to said action, nor in
any way interested in the outcome thereof.

DATED, this 25th day of September 2023.



Andrew Adams, CER-1632

Court Reporter

CERTIFICATE OF REPORTER

I, Andrew Adams, hereby certify:

That the foregoing proceedings were taken
before me at the time and place therein set forth;

That the proceedings were recorded by me and
thereafter formatted into a full, true, and correct
transcript of same;

I further certify that I am neither counsel
for nor related to any parties to said action, nor in
any way interested in the outcome thereof.

DATED, this 15th day of January 2024.



Andrew Adams, CER 1632

Court Reporter