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OCT 19 2021

CITY OF GROSSE PTE. WOODS
BUILDING DEPT

October 19th, 2021

City of Grosse Pointe Woods
ATTN: City Council
20005 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: Privacy Fence at 2016 Country Club, GPWDS, MI

Dear City Council Members,

I am requesting a variance on my fencing choice of a 6ft solid privacy fence which was denied by the Building Department, to match the existing fence I had installed some 20 years ago on the opposite side of my property.

I have obtained all signatures necessary from my neighbors that will be affected by installation of fence.

Reason for fence is to reestablish property line. Fence was removed by my neighbor, John Ditzhazy (who signed) and myself some 20 years ago for a Halloween walk that we put on for the neighborhood children and schools in our area to fundraise for Grosse Pointe Animal Adoption.

All needed forms, survey and photos have been submitted to the Building Department on October 1st.

Thank you for your time and consideration on this matter.

Respectfully Submitted

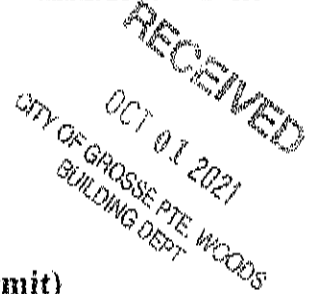
Pamela Paris
Michael Barnwell
2016 Country Club
Grosse Pointe Wds. MI
313-587-2563
Parispaws@gmail.com

Pamela Paris
Michael Barnwell

FENCE PERMIT FEE (includes 1 open post hole/s inspection) - \$50
REINSPECTION FEE - \$50



CITY OF GROSSE POINTE WOODS
Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313.343.2426 / building@gpwwi.us



Application For Fence (Zoning Compliance Permit)
In Compliance With Article IX – Fences (Recent Ord Chg #879 eff 10/25/18)

PROVIDE: 1) Mortgage survey/site plan with highlighted area where fence is to be placed;
and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 2016 Country Club
Owner's Name: Parula J. Paus ^{Michael S. Barnwell} Owner's Address: 2016 Country Club
Owner's Phone #: 313-587-9563 Owner's e-mail: Paruspau@gmail.com
Contractor: Roger Clark Phone: 317-624-6988
Address: 922 Harcourt, GPP, 48230 e-mail: ~~RC@GPP.com~~
Height of Fence: 6 Length of Fence: 87' CRE GPP@gmail.com
Style of Fence: See Pictures
Material of Fence: X Wood Metal Vinyl
Location of Fence SE Property Line

[Signature] 2016 Country Club Dr 9/8/2021
Neighbor Signature Address Date
[Signature] 2008 COUNTRY CLUB 9/29/21
Neighbor Signature Address Date
Parula J. Paus Michael S. Barnwell 10/1/21
Owner/Agent Signature Date

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

Office Use Only
Approved Denied X

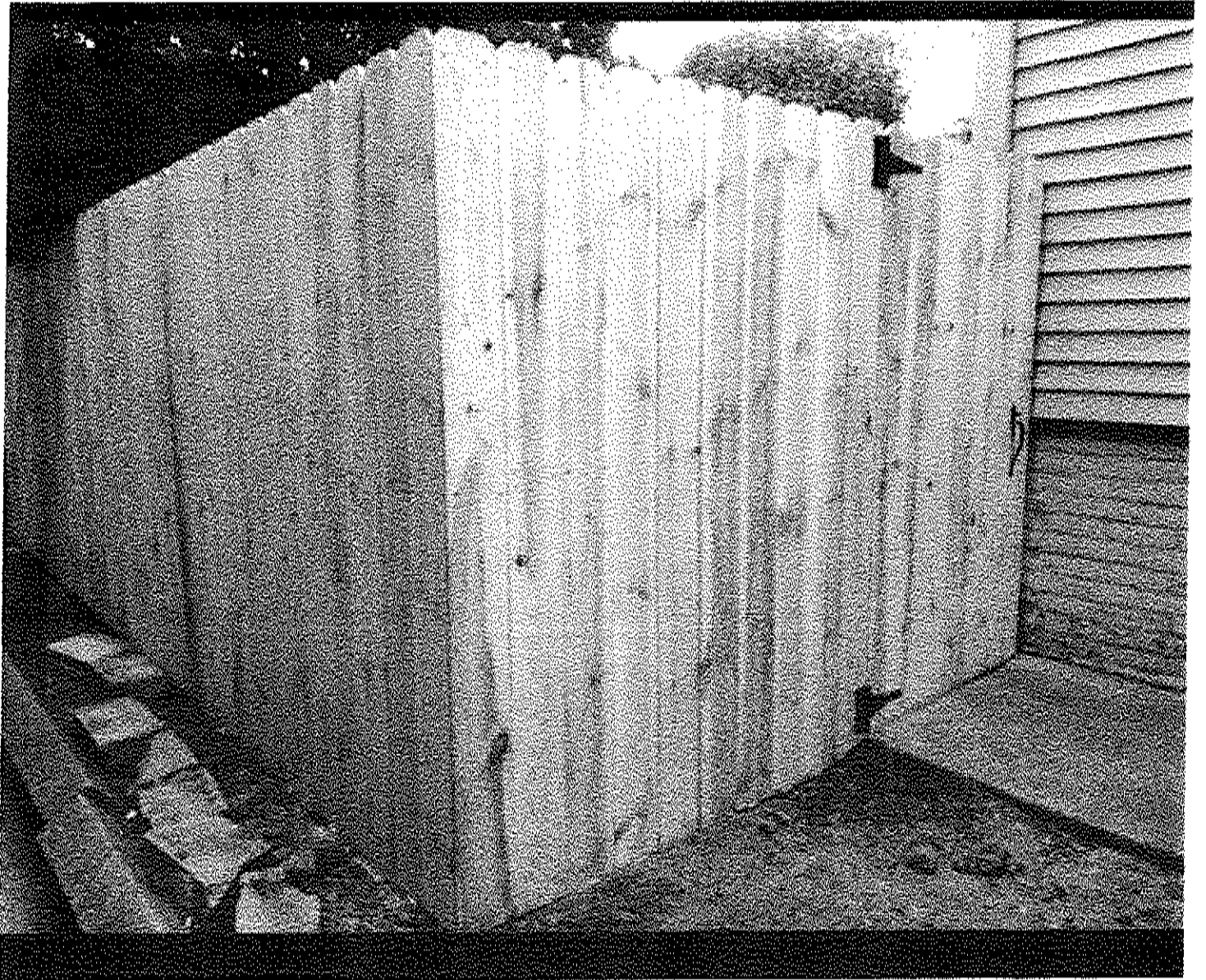
Building Inspector's Signature Date

10-18-18

1st or 2nd choice do not comply w/ 8-279(12)

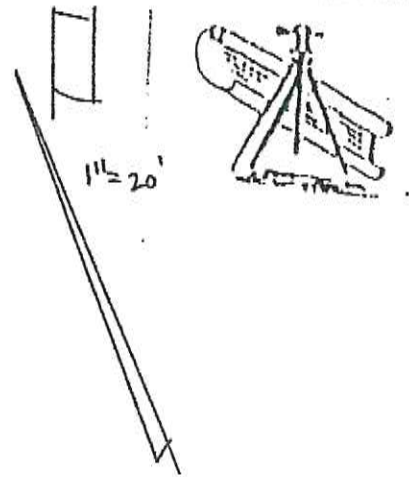


1st ~~Choice~~ Choice



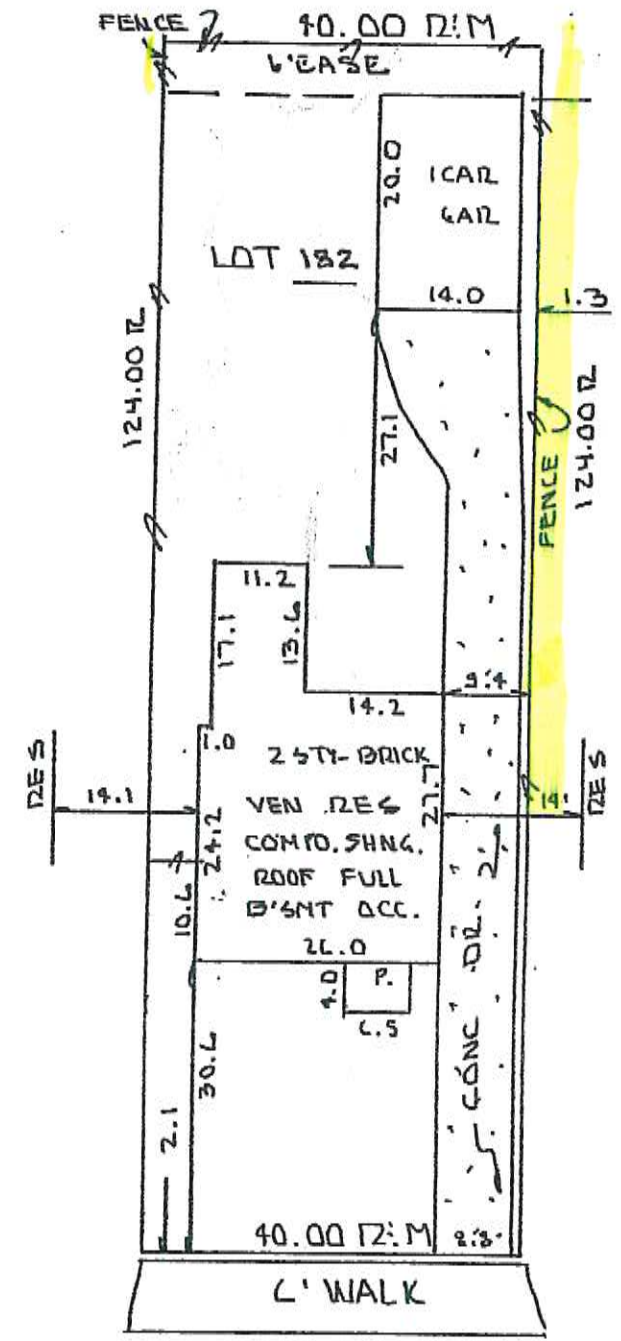
2nd Choice

EXCHANGE MORTGAGE CORP.



183

181



2016 COUNTRY CLUB DR. 40' WD.

Lot 182, Arthur J. Scully's Eastern Super Highways Subdivision, City of Grosse Pointe Woods, Wayne County, Michigan. As recorded in Liber 56, Pages 75 and 76, of Plats, Wayne County Records.

Survey # PH-316406

7/18/95

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CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS
Building Inspector
MEMORANDUM

DATE: November 1, 2021
TO: Mayor and City Council
FROM: Gene Tutag, Building Inspector
SUBJECT: 2016 Country Club Fence Variance

GTT

The applicant, Pamela Paris, owner of 2016 Country Club is requesting a variance of Section 8-279(12) of the Fence Ordinance which prohibits fences that are solid. The proposed 87 feet of fence is to be constructed 6 feet in height with no openings along the east yard as indicated in the attached correspondence.


The applicant's property is on the north side of Country Club and is an interior lot.

According to the applicant's request for variance dated October 19, 2021 the fence installation will match a solid fence that was installed on the west side of the property in 2006 as part of a settlement agreement with the neighbor at that time. (copy attached)

This exception to the fence code requires a public hearing and approval from the City Council. The Council may consider any or all of the following along with other information when deciding a variance.

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

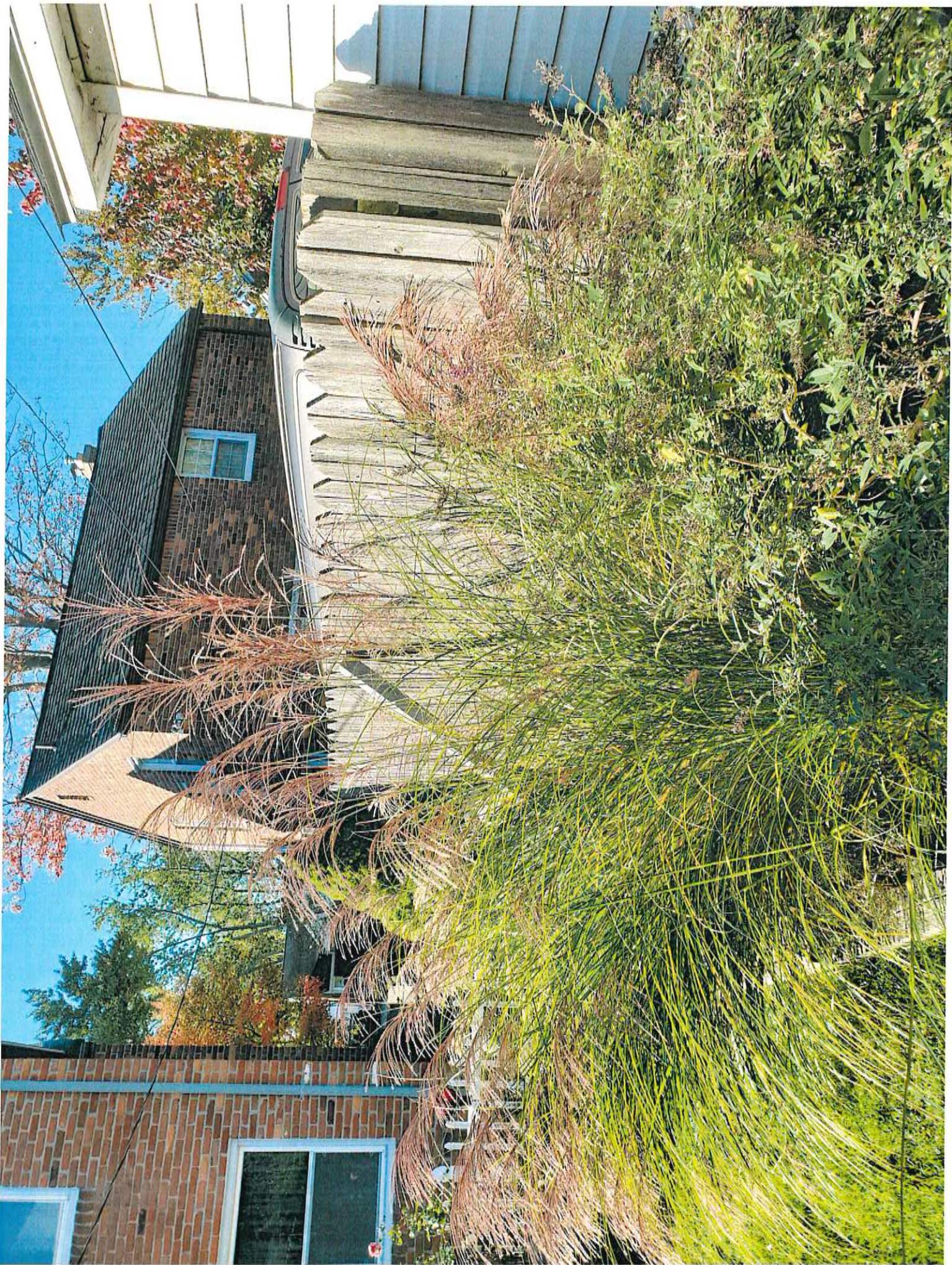
It is recommended that a variance of Section 8-279(12) be granted to allow for the installation of the proposed fence in the rear yard of 2016 Country Club as special circumstances or conditions exist, specifically the fence as proposed will match a solid fence currently installed on the west side of the rear yard.

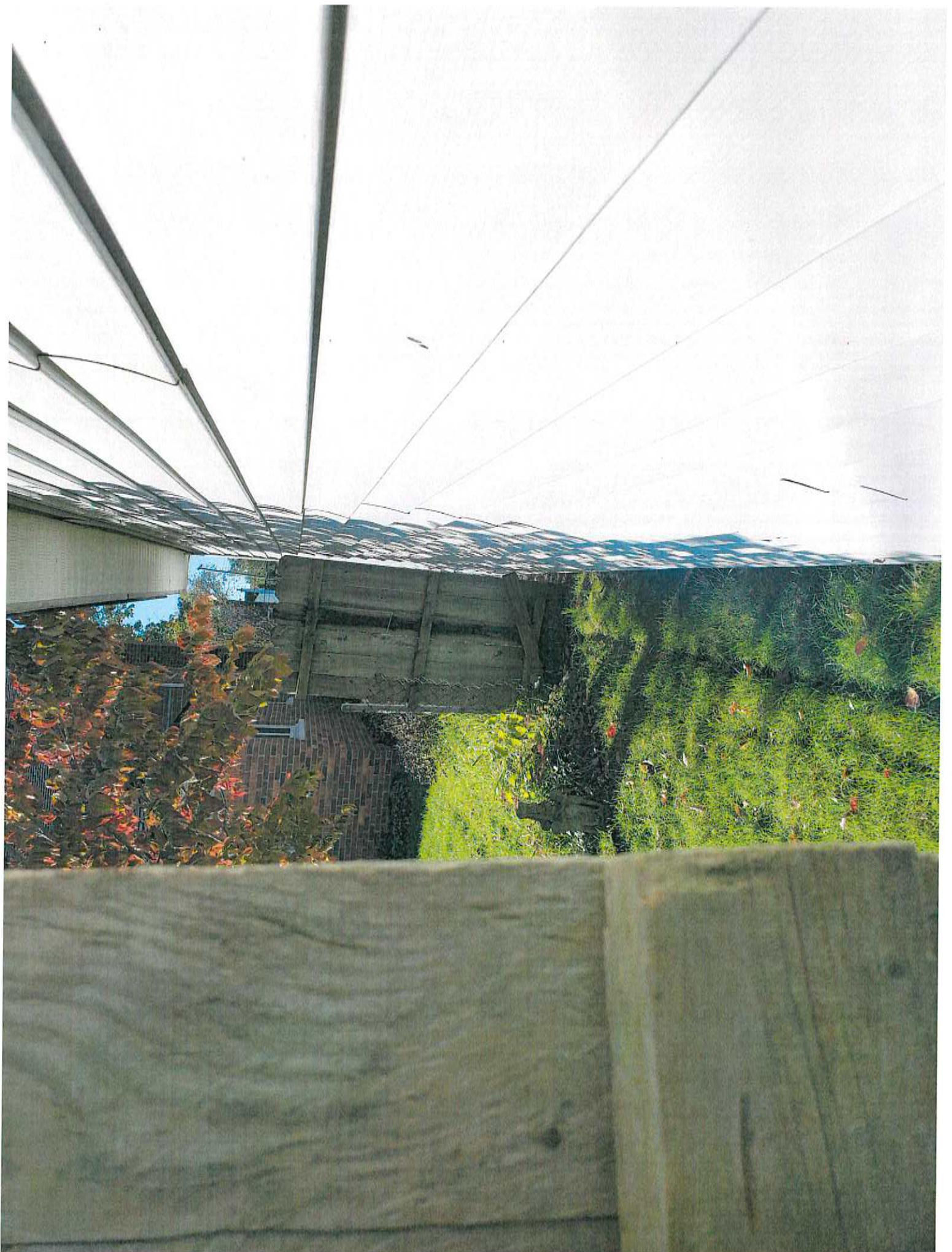
APPROVED BY: 
Bruce Smith, City Administrator

DATE: Nov. 5, 2021

Attachments:
- Inspection photos
- 2006 Settlement Documentation









City of Grosse Pointe Woods

Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Phone: (313) 343-2426
Fax: (313) 343-2439

Building Permit No: PB050983

2016 COUNTRY CLUB DR

Parcel Number: 007 03 0182 000

GROSSE POINTE WOODS 48236

Contractor

BARNWELL, MICHAEL J. AND
2016 COUNTRY CLUB DR
GROSSE POINTE MI 48236
(313) 417 0904

Issued: 01/11/06

Expires: 01/11/07

Const value 2,000

Zoning: R-1E

BARNWELL, MICHAEL J. AND
2016 COUNTRY CLUB DR
GROSSE POINTE WOODS, MI.

(313) 417 0904

PLEASE CALL (313) 343-2426 FOR AN INSPECTION 24 HOURS IN ADVANCE

Work Description: Installation on 6' stockade wooden privacy fence between 2016 Country Club and 2024 Country Club. (NOTE: Settlement agreement between Barnwell at 2016 and Lindeman at 2024 Country Club, dated January 11, 2006 in file)

Stipulations:

Permit Item

42" Post Hole Inspection Required

Work Type

Fee Basis

Item Total

Fence Residential

Fence

1.00

\$20.00

PAID

JAN 11 2006

CITY OF G.P WOODS

Building Official

Fee Total: \$20.00

Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days. Required inspections shall be requested in conformance with the applicable code. I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

Pamela Paris Barnwell

PB050983-Cont 7

CITY OF GROSSE POINTE WOODS
Building Department
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
(313) 343-2426

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DEC 1 2 2005

CITY OF GROSSE PTE. WOODS

ok
done

Application For Fence Permit

Need mortgage survey/site plan with highlighted area where fence is to be placed. Need brochure/picture of proposed fence to be installed.

Owner Pam Barnwell Phone No. 417-0904

Address 2016 Country Club

Contractor N/A ? (applicant?) Phone No. _____

Address Estimates are still coming in

Height of Fence 6 Ft. Stockade Length of Fence _____

Style of Fence _____

Material: Wood Metal Vinyl

Location of Fence Between Houses

Neighbor's Signature _____ Address _____

Neighbor's Signature _____ Address _____

Neighbor's Signature _____ Address _____

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

Pamela Paris Barnwell

Signature of Owner or Agent _____ Date _____

For Office Use	
Approved _____	Denied _____
Building Inspector's Signature _____	Date _____

OK To issue w/ chips settlement w/ gr

Mr. Today,
Unable to get neighbors sig. We were
in court Wed Dec 7 over their Barking
dogs I agreed to ~~split~~^{split} cost of fence
with them per City att recommendation

They are to apply also to you for
App. Fence Permit.

Any questions Please Contact me

Pam Barnwell

313-417-0904

313-587-8563 cell

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DEC 12 2005

CITY OF GROSSEPETE WOODS

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

btbwlaw@yahoo.com

CHARLES T. BERSCHBACK
ALSO ADMITTED IN FLORIDA

DON R. BERSCHBACK
OF COUNSEL

December 15, 2005

Carl M. Weideman, Jr.
Attorney at Law
20792 Mack Avenue
Grosse Pointe Woods, MI 48236

Chris A. Salamango
Attorney at Law
18430 Mack Avenue
Grosse Pointe Farms, MI 48236

RE: Barnwell/Lindeman

Gentlemen:

I believe you were the attorneys that each appeared at the most recent pretrial on this case in Grosse Pointe Woods regarding the dog/fence issues. Chris, please forward this letter to the appropriate attorney in your building representing the Lindemans if you are not.

After our last pretrial, I requested one of the parties meet with the Building Department to start the process of obtaining a fence permit. As you know, this presented some problems because I believe the parties have agreed to a six foot high privacy fence and a certain type of construction which does not allow space between the boards ("a stockade fence" as opposed to a "shadowbox" fence). I believe the parties want a stockade fence so that there is no space for the dogs to bark at one another.

In any event, in an effort to assist the parties in their settlement, the Building Department is willing to issue a permit without the necessity of appearing before the Board of Review for a fence variance if the parties sign a Settlement Agreement and the Settlement Agreement is approved by the Municipal Court Judge. I would ask each of you to work together to prepare an present me with a fully signed Settlement Agreement. Please fax me a draft before you have the parties sign it so that I can approve it. My offer still stands regarding agreeing to dismiss the charges pending against your clients based on receipt of a fully signed Settlement Agreement regarding these issues.

I have enclosed a rough draft for you to begin work on the Settlement Agreement. Having had experience in these matters, you may wish to talk to your clients regarding whether the posts for the fence will be placed between the fence sections or whether one of the parties will be looking at the posts from their yard.

I would hope that you can present me with a fully signed Settlement Agreement before the next pretrial scheduled for January 11, 2006. Thank you.

Very truly yours,

CHARLES T. BERSCHBACK

CTB:gmr
Enclosure

1 - - / - - 05 2 114 C. T. B.

SETTLEMENT AGREEMENT REGARDING FENCE CONSTRUCTION

WHEREAS, the homeowners have been issued citations relating to their dogs and;

WHEREAS, homeowners have retained attorney and attorney entered into settlement discussions with the prosecuting attorney and their neighbors regarding settlement of all issues and;

WHEREAS, the Court previously ordered the parties into mediation, but the parties were able to resolve this matter prior to going to mediation and;

WHEREAS, the Building Department for the City of Grosse Pointe Woods has indicated fence permits would be issued if this Court approved this settlement as part of the dismissal of the cases.

NOW THEREFORE, it is hereby agreed between the parties as follows:

1. The parties will erect a privacy fence along their property line in an effort to decrease the interaction between their respective pets.
2. The parties will agree on a style of the fence and split all costs of construction on the fence.
3. In an effort to decrease the interaction between the parties' pets, the parties have agreed on a "stockade" construction, and a six-foot high privacy fence.
4. Upon obtaining final signatures of the settlement agreement, the prosecutor for Grosse Pointe Woods agrees to dismiss all pending charges against all parties.

9-10
T.J. MAC, INC.
TOM'S FENCE COMPANY

DATE 11-8-05

No. _____

CONTRACT FORM

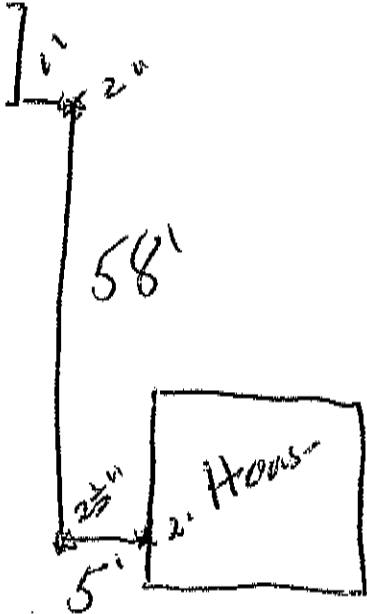
TOM'S FENCE COMPANY offer to install a fence for the amount agreed to below for:

(Purchaser) Barnwell, Pam Phone 313-417-0904
 Address 2016 Country Club Dr, G.P. Woods
 Installation address _____
 who is in agreement with the following terms:

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 CITY OF GROSSEPETE WOODS
 (486)

1. You (the purchaser) shall be responsible for surveying. TOM'S FENCE COMPANY will locate the fence in accordance with your instructions on the site, unless otherwise stated in writing. CUSTOMER MUST HAVE PROPERTY LINES STAKED FOR LOCATIONS OF FENCE.
2. You are to advise TOM'S FENCE COMPANY of the location of all buried utilities, cables, telephone lines, fuel lines, sprinklers, underground drainage lines, etc. Failure to inform shall oblige customer to indemnify TOM'S FENCE COMPANY from against all claims for damages.
3. TOM'S FENCE COMPANY shall not be held responsible for delays in construction caused by fire, strikes, war, government regulations or any cause beyond control.
4. Payment shall be as indicated below. Where such payment is not made, TOM'S FENCE COMPANY may remove part or all of the fence at any time. Upon such removal, this contract shall terminate and any deposit or part payments made shall be retained by TOM'S FENCE COMPANY as compensation for time, effort and reduction in the value of the materials removed.
5. Verbal understandings and agreements with representatives shall not be binding unless set forth herein.
6. Any changes to this contract concerning specifications that involve additional materials or labor shall be provided for under a separate and additional contract form.
7. This contract is conditional upon a favorable credit report by TOM'S FENCE COMPANY Credit Department. If not so approved, this contract shall terminate and any payments made will be returned.
8. In accordance with the specifications and particulars provided, TOM'S FENCE COMPANY will provide and install a fence to cover the area as indicated below.
9. HALF OF TOTAL PRICE WILL BE SENT WITH SIGNED CONTRACT. BALANCE OF TOTAL PRICE WILL BE PAID UPON COMPLETION. IF NOT PAID WITHIN 10 DAYS, 1 1/2% WILL BE CHARGED EVERY MONTH THEREAFTER.
10. ALL PERMITS BY OTHERS.

Privacy fence on 1 side of yard



*Remove & Haul w/ chainlink
 Supply & Install 6' of 6" Tall Cedar Privacy Fence on Galvanized Steel Post*

*Board on Board \$ 2120.00
 Dog Ear Style \$ 2030.00*

TOTAL CONTRACT PRICE _____

11. PAYMENT: Deposit \$ _____ Balance of \$ _____ Due _____

12. APPROVED AND ACCEPTED
 this _____ day of _____ 20 _____

*\$ 415.00
 For TOM'S
 Permit
 w/ Bill Derrutt*

T.J. MAC, INC.
TOM'S FENCE COMPANY
 22901 Stadium Dr.
 St. Clair Shores, MI 48080
 Tel. (586) 774-2045 • Fax (586) 774-0473

Tom Mubanni
 (Signature of Representative)

Signature of Purchaser)

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JAN 1 1 2006

SETTLEMENT AGREEMENT

CITY OF GROSSE PTE. WOODS

WHEREAS, the undersigned homeowners have been issued citations relating to their respective dogs; and

WHEREAS, the homeowners have retained attorneys and their attorneys have entered into settlement discussions with the prosecuting attorney and their neighbors regarding settlement of all issues; and

WHEREAS, the Building Department for the City of Grosse Pointe Woods has indicated that fence permits would be issued if the Municipal Court this settlement as part of the reason for dismissal of said citations;

Now, therefore, IT IS HEREBY AGREED by and between the undersigned parties:

1. The parties forthwith shall order the erection of a 6 foot privacy fence of so-called "stockade construction" to replace the existing chain link fence between their respective residences at 2016 Country Club and 2024 Country Club, Grosse Pointe Woods, Michigan, which shall be placed as nearly as reasonably possible in and along the line of the existing fence, ~~from the rear of said homes to the rear property line.~~ *J.R. A.L. PPD*

2. The cost of the erection of said fence shall be borne equally by the Lindemans and the Barnwells and shall be paid by the respective parties in strict accordance with the terms of the offer of Modern Fence Company of Roseville, Michigan to erect a solid 2 board Dog Eared cedar fence.

3. The Lindemans shall have a backside view of the fence with the supporting posts and linear supports being exposed on their side of the fence.

4. Upon execution and delivery of this Agreement to the Prosecutor for the City of Grosse Pointe Woods, (s)he shall move for dismissal of all pending citations against the parties in the Grosse Pointe Woods Municipal Court.

Dated: 1-11-06 *Jeffery Lindeman* *Ann Lindeman*
Jeffery Lindeman Ann Lindeman

Dated: 1/11/06 *Pamela P. Barnwell*
Pamela P. Barnwell

Dated: _____
G.P.W. City Attorney

**CITY OF GROSSE POINTE WOODS
DIVISION OF SAFETY INSPECTIONS
20025 Mack Plaza, Grosse Pointe Woods, MI 48236**

**Gene Tutag, Building Inspector
(313) 343-2426**

FACSIMILE COVER SHEET

The information contained in this communication is privileged and confidential and is intended solely for the use of the individuals to whom this communication is directed. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return this communication to us via the United States Postal Service.

Date: January 11, 2006
To: Chip Berschback, City Attorney
Fax No: 586-777-0430
From: Susan Stewart @ GPW Building Dept.
Subject: Attached is the Settlement Agreement between Pam Barnwell at 2016 Country Club and Jeff & Ann Lindeman at 2014 Countruy Club regarding the fence/court case. (I will issue the permit as soon as Mrs. Barnwell sends her check, as she forgot her checkbook today and will mail the check to me.) Case closed!

*Attached only
Hand delivered
by GT*

Total number of pages sent (including this cover sheet) 2

If any of these pages are illegible, please contact (313) 343-2426 immediately.

FAX No. (313) 343-2439

2/07 OFF
2/07 OFF

Modern Fence Co.
A DIVISION OF
L & L Fence & Supply Co.
29180-90 GRATIOT AVENUE ROSEVILLE, MICHIGAN 48066

MODERN FENCE
(586) 776-5456
(586) 776-5462
FAX (586) 777-1490

ORDER AND CONDITIONAL SALE CONTRACT

L & L FENCE
(586) 777-5964
(586) 777-5980
(586) 777-1490-FAX

Date 11-08-05

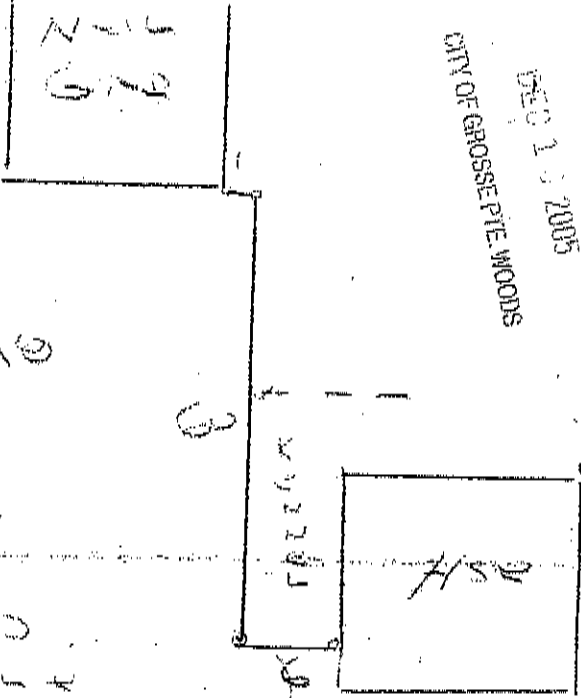
Job No. 417-0904

The undersigned BARNWELL RES
Purchaser's Name

hereby hires the Modern Fence & Supply Co. to install at 2016 COUNTRY CLUB
Street City State

in a reasonable, workman-like fashion, barring strikes, shortages of materials or help, elemental conditions, governmental restrictions or other causes beyond the control of the seller, the following:

REMOVE / HAUL
CIL - NEW GET
D.B. CHAIR
FLOOR (BRASS) / NEW
FLOOR (WOOD) / STRAIGHTEN
MUTUAL / FINE
= \$1,979 / 990
D.B. = \$2,195 / 1,090



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FEB 13 2005
CITY OF GROSSE-POLE-WOODS

FRUIT = \$295

WE CAN DO TO
OUR SCHEDULE
THANKS
LL

and I (we) agree to pay to the Modern Fence & Supply Co. for the material and labor the following sums on the following terms:

- 1) Customer provides permits and variances, unless otherwise noted.
- 2) Customer stakes BBQ, pool, sprinkler, light lines.
- 3) Customer will stake and clear lot lines. Failure to do so will result in return trip fee of \$100.00
- 4) Cancellation fee of 10% after 3 business days.
- 5) Modern Fence Company is not responsible for concrete cracking

Total	\$	_____
Deposit	\$	_____
Payment 2	\$	_____
Payment 3	\$	_____

A finance charge of 1 1/4% per month on accounts 30 days past due

We agree that title to the above installed goods, whether affixed to the realty or not, shall remain in the Modern Fence & Supply Co.

MEMO 21-59

TO: Lisa Hathaway, City Clerk
FROM: Frank Schulte, Director of Public Services FES
DATE: October 28, 2021
SUBJECT: Variance – Fence at 2016 County Club, GPW, MI 48236

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OCT 28 2021
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

I have reviewed the application from resident Pamela Paris requesting a fence variance at 2016 County Club,. The fence variance will have no impact on the Department of Public Works or utilities.

Please contact me if you have any questions.

cc Gene Tutag
O/F

2016 COUNTRY CLUB
3 FOOT RADIUS

PARCEL	OWNER 1	OWNER 2	ADDRESS	CITY, ST., ZIP
007 04 0171 000	NANCY HINZ	HINZ NANCY	2025 LANCASTER ST	GROSSE POINTE WOODS, MI 48236
007 04 0172 000	CHARLES JOHNSTON	JOHNSTON, CHARLES-KREIDER, JESS JESSICA KREIDER	2017 LANCASTER ST	GROSSE POINTE WOODS, MI 48236
007 04 0173 000	JASON NORTON	NORTON, JASON	2009 LANCASTER ST	GROSSE POINTE WOODS, MI 48236
007 03 0183 000	JEFFREY LINDEMAN	LINDEMAN JEFFREY	2024 COUNTRY CLUB DR	GROSSE POINTE WOODS, MI 48236
007 03 0182 000	MICHAEL BARNWELL	BARNWELL, MICHAEL J	2016 COUNTRY CLUB DR	GROSSE POINTE WOODS, MI 48236
007 03 0181 000	JOHN DITZHAZY	DITZHAZY JOHN	2008 COUNTRY CLUB DR	GROSSE POINTE WOODS, MI 48236



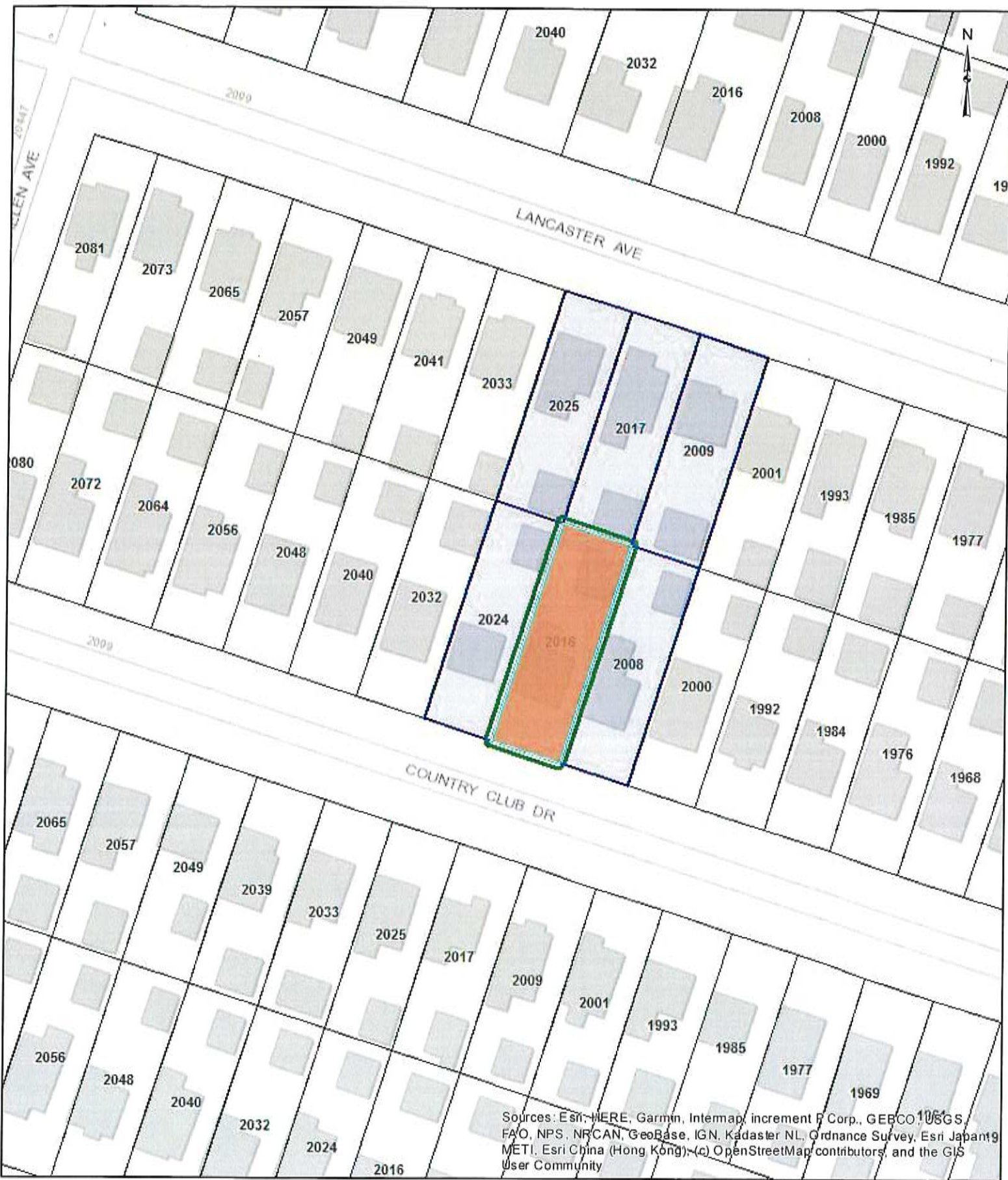
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 The City of Grosse Pointe Woods, MI*

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 Anderson, Eckstein & Westrick, Inc.*
 *All Rights Reserved



Location: 2016 Country Club

Mailing Date: 11/05/21



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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Location: 2016 Country Club

Mailing Date: 11/05/21