

March 7, 2005

FREEDOM OF INFORMATION ACT REQUEST

To whom it may concern this is a request under the Freedom of Information Act, 5 U.S.C. Sec. 552.

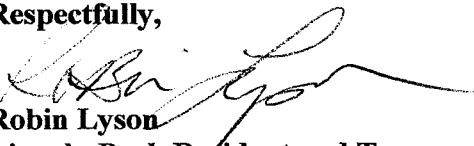
Recently there has been news articles and news reports stating that cell phones were being abused by our City Council members and employees. At this time I am requesting the following information and documents:

1. Copy of the City of Lincoln Park cellular phone contracts in effect prior to February of 2005 for City Elected Officials and City Employees:
 - a. Mayor Steve Brown
 - b. Council President Mark Kandes
 - c. Council Member Higgins
 - d. Council Member Valerie Brady
 - e. City Attorney, Ed Zelenak
 - f. City Manager Steve Duchane

I am requesting a waiver of all fees for this request. Disclosure of the requested information to me is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government, and is not in my commercial interest, nor any business trying to get information on industrial competitors.

If you have any additional questions regarding this request please feel free to contact me.

Respectfully,


 Robin Lyson
 Lincoln Park Resident and Taxpayer
 Email: RobinLyson@YourLincolnPark.com

*Hand Delivered
 Received 3/16/05
 Chatakamp*

**City of Lincoln Park
Freedom Of Information Act ("FOIA") Response**

Requestor: ROBIN LYSON

Date received: 03/16/05

(5) CELL PHONE CONTRACT

Received by: C. SNETHKAMP

Your recent request for public record(s) under the Michigan Freedom of Information Act ("FOIA"), MCL §15.231 et seq., has been:

- Granted, in whole or in part. The requested records are enclosed. *COST WILL BE INCLUDED WITH THE OTHER RESPONSES.*
- Reviewed, and determined that the cost of responding to your request is estimated to exceed \$50.00, therefore a deposit of _____ (half the estimated cost) will be required. Upon receipt of your deposit, the request will be completed.
- Due to unusual circumstances, we are extending the period to respond to your request by ten (10) business days, due to:
- The need to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.
 - The need to collect the requested public records from numerous offices, facilities, or other establishments located apart from the office receiving or processing the request.
- Granted, your name will be placed on a subscription list for future issuances of the requested records disseminated on a regular basis. This subscription is valid for six months and must be renewed in writing.
- Denied, in whole or in part, for the reason(s) noted on the back of this form.
- Denied; after a diligent search the records requested could not be located, given the name or other criteria provided.

If your request for record(s) is denied, you may submit a written appeal, specifically stating "appeal" and stating the reasons for the appeal, to the Mayor of the City of Lincoln Park, or seek judicial review under Section 10 of the Act within 180 days after the public body's final determination. Within ten (10) days of receiving a request for an appeal, the Mayor will a.) reverse the denial; b.) issue a written notice upholding the denial; c.) reverse in part and uphold in part by written notice; or d.) issue a notice extending by ten (10) business days the time to decide the appeal.

If after judicial review, the Circuit Court determines that the City has not complied fully with the disclosure requirements, the Court may award reasonable attorneys' fees, costs, and disbursements. If the Court determines that the City has arbitrarily and capriciously violated the Act, the Court shall award punitive damages in the amount of \$500.

A copy of this request and reply will be kept on file for no less than one year.

Request processed by C. Snethkamp Date 03/21/05

**FOIA Coordinator, City of Lincoln Park
1427 Cleophus
Lincoln Park, Michigan 48146**

NEXTEL | Subscriber Agreement: Expectation Checklist

Welcome to Nextel!

At Nextel, we value our customers, and we want to be sure you understand Nextel's business practices as well as our products and services before accepting your first bill. Our service is also subject to Nextel's standard business policies, practices and procedures that Nextel may need to change from time to time. The following document details important information about doing business with Nextel. Prior to a new activation, Nextel runs a credit report to

determine if a service deposit is required. Once you are ready to place an order, your Nextel representative will document your request in the attached Customer Order form. Please review the Nextel Terms and Conditions prior to signing your Customer Order. After signing your order, your Nextel representative will walk you through the following Customer Expectation Checklist. Thank you for doing business with Nextel.

Customer Expectation Checklist

A. You received or were provided guidance or information on:

- 1. A copy of Nextel's Subscriber Agreement with its (i) Terms and Conditions and (ii) a Customer Order form
- 2. Guidance on how to contact Nextel Customer care: (i) www.nextel.com, or (ii) 1-800-639-6111
- 3. Guidance on where to view a sample Nextel bill on www.nextel.com
- 4. Your selected Nextel rate plan(s) and Nextel service(s)
- 5. Nextel's service coverage in your local area (and any other area of interest). Coverage shown on the coverage maps is a general prediction of on-street portable coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and can therefore not be predicted precisely at all times. For details, visit www.nextel.com
- 6. Nextel's fifteen day Service Return Policy
- 7. Nextel's policy governing early termination of your service agreement and the associated \$200 termination fee.

B. You were advised:

- 1. That your first call may automatically be directed, regardless of the number dialed, to a Nextel Welcome representative. During this call, the Nextel representative will review with you the rate plan and services you ordered and ensure your needs are addressed.
- 2. How to protect your account by establishing (i) an account password on www.nextel.com, or by calling Customer Care (1-800-639-6111), and (ii) Number Guard protection
- 3. How to read your Bill:
 - a. Your bill cycle is the date your bill is created. Calls made within the bill cycle start and end date are included in your bill.
 - b. Your first bill will be higher than subsequent bills because you are charged your monthly access charge (calculated from the date you begin service to your first bill cycle start date), plus your next month's access and applicable service charge(s). In addition your first bill will include certain one-time charges such as an Account Set-up Fee.
 - c. Your bill always includes federal, state, and where applicable, local taxes. Also, certain non-tax fees and assessments, such as a Federal Programs Cost Recovery fee, Telecommunications Relay Service, and State and Federal Universal Service Fund assessments apply.

By signing below, both parties acknowledge they have reviewed the Customer Expectation form.

Associate Name: <u>Christine Lopez</u>	Agent Code: <u>STANOROK</u>	Account Name: <u>City of Lincoln Park</u>	Date: <u>11/20/03</u>
Customer Name: <u>Christine Lopez</u>	Customer Signature: <u>[Signature]</u>	Customer Signature: <u>[Signature]</u>	Date: <u>11/20/03</u>

Nov. 20. 2003 4:28PM

No. 1817 P. 2

NEXTEL | Subscriber Agreement: Customer Order

I authorize Nextel to run my credit report. **Customer Order No.** 112003 **Date:** 11/20/03 **Credit Application No.:** **Deposit Amount/Unit:** \$

Account No.: **Phone No.:** 2335801810 **Order No.:** Individual Business Major New Existing Upgrade

Address: 13551 Southfield Rd. **City of Lincoln Park** **Phone No.:** **SSN/Tax ID:** Corporate Strategic Government

Address: Lincoln Park **State:** MI **Zip:** 48146 **ID No. 1:** **State:** **Exp. Date:**

ID No. 2: **State:** **Exp. Date:** **ID No. 3 (if required):** **State:** **Exp. Date:**

Shipping Options: Overnight 2-Day **Shipping Address:** Same as above See comments **Phone No.:**

1 Additional Order pages attached	Adjustment	Credit Deposit: n. unit	Account Set-Up Fee	Shipping Charge	Total One-Time Charge (Taxes Excluded)
1					\$
2					\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$
11					\$
12					\$
13					\$
14					\$
15					\$
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93					\$
94					\$
95					\$
96					\$
97					\$
98					\$
99					\$
100					\$

Int'l of State One-Time Charge: \$ **Payment Type:** M/C VISA Amex Discover Diners **Card Name:** **No.:**

Bill Cycle: **Exp. Date/Account No.:** **Service PG #:**

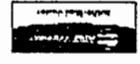
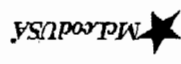
Bill/Bank No.: **Account No.:** **Carrier:**

Account No.: **Prev. Acct. No.:** **Prev. Billing Name:** **Prev. Address:** Same as above See comments

Comments:

Agent Name: **Phone No.:** **Agent Code:**

Customer Name (Print): Patricia Bulko **Customer Signature:** **Date:** 11/20/03



Date 11/20/03

Received by: (please sign) [Signature]

I understand that the equipment which I have purchased/received from Discover Communications Inc. may be subject to the warranty given by the manufacturer. I understand that there are no refunds on special orders, labor, service parts, or accessory purchases. Warranty covers manufacturer's defects only. Water damage and physical abuse are not covered. I have inspected and verified that all items are complete and in proper working condition. Please refer to the back of this statement for our Return Policy.

ITEM CODE	DESCRIPTION	IMEI / ESN	QTY X UNIT PRICE = EXTENDED PRICE	SALES TAX	REBATE	SHIPPING	LABOR	TOTAL
19D			2 119.99	119.99				239.98
PROMOTIONS / SPECIAL INSTRUCTIONS								
TERMS: CASH, VISA, MC, DISC, AE, CHECK #, P.O. # (attach)								
SALES PERSON: [Signature]								

SHIP TO: City of Lincoln Park
 NAME: City of Lincoln Park
 ADDRESS: 1555 Southfield Rd.
 CITY: Lincoln Park
 STATE, ZIP: MI 48146
 ATTN: Pat Luce
 NEW CUSTOMER
 HOW DID YOU HEAR ABOUT US?

SOLD TO: City of Lincoln Park
 NAME: City of Lincoln Park
 ADDRESS: 1555 Southfield Rd.
 CITY: Lincoln Park
 STATE, ZIP: MI 48146
 CONTACT #: 313-8161800
 E-MAIL:

Livonia 29460 Schoolcraft Rd Livonia MI 48150 734-266-1400 734-266-1405 (Fax)

Allen Park 15670 Southfield Rd Allen Park, MI 48101 313-294-1400 313-294-1405 (Fax)

INVOICE NUMBER 3417

DATE 11/20/03

