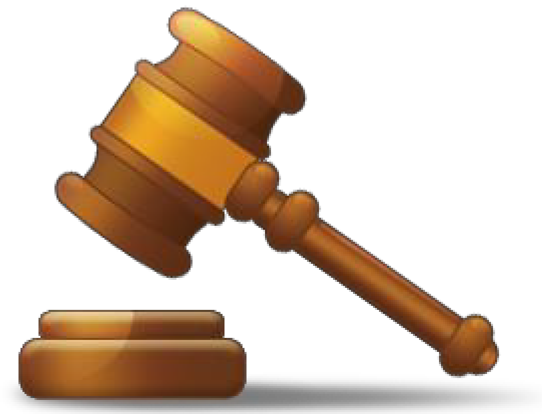
**CITY OF ROMULUS – CITY COUNCIL**
**REGULAR MEETING AGENDA**
**December 6, 2021**
**7:30 PM**

Public audience can also view the Regular City Council Meetings live via YouTube at www.youtube.com/cityofromulus

**Pledge of Allegiance**

**Roll Call**

1. **Agenda**
   - **A.** Approval of Agenda
2. **Minutes**
   - **A.** Approval of minutes from the regular meeting held on Monday, November 22, 2021, at 7:30 p.m.
3. **Petitioner**
4. **Chairperson's Report, John Barden, Mayor Pro-Tem**
   - **A.** Approval of the Chairperson's Report
5. **Mayor's Report – Robert A. McCraight, Mayor**
   - **A.** Wayne County Emergency Rental Agreement (ERAP)
   - **B.** Michigan Indigent Defense Commission (MIDC) Grant FY2022
   - **C.** Option Agreement to Purchase Communications Easement - 6900 Wayne Road
   - **D.** ITB 21/22-09 Official Publications Newspaper 2022
6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**
   - **A.** Rescheduling of Regular Meeting to be held on Monday, December 27, 2021, in observance of Christmas Day.
7. **Treasurer's Report – Stacy Paige, Treasurer**
8. **Public Comment** - Citizens are to limit their comments to three (3) minutes. All citizens wishing to speak will be heard.
9. **Unfinished Business**
10. **New Business**
11. **Communication**
12. **Adjournment**



## RULES REGARDING THE PUBLIC ADDRESSING A CITY MEETING

**Any member of the public shall have the right to address the City Council, Board or Commission on any item on the agenda under the following conditions:**

1. **Individuals requesting to address City Council, a Board or Commission on an agenda item or under public comment must fill out a *"Request to Address"* card provided – listing name, address, phone number and agenda item on which comments are desired to be made and present it to the Clerk or recording secretary.**

2. **When the agenda item is reached, the clerk or recording secretary shall call upon the person or persons who filed the request to speak. A member of the public shall not be permitted to enter into debate with a petitioner.**

3. **Individuals that would like to address City Council under the public comment portion of the agenda, must raise their hand and when recognized by the chair, the person shall approach the microphone and state their name and address.**

4. **Remarks shall be limited to three (3) minutes, subject to being extended an additional three (3) minutes by consent of the chair. There shall be no personal attacks. Remarks shall not contain any profanity, racial, ethnic, religious, sexual or national origin slurs or overtones. Anyone making such remarks shall lose his/her right to address the City Council, Board or Commission.**

5. **No person shall be permitted to address the group on any item more than once at any one meeting without the approval of a majority of the quorum present.**

6. **All of the foregoing does not apply to a person previously granted a hearing at the meeting in question.**

7. **This rule does not permit members of the public to join in debate or discussion with petitioners, members of the body or with other members of the public present at such meeting.**

8. **Once a motion is on the floor, discussion from the public shall no longer be permitted on that agenda item.**

9. **The public may make a request to the Chairperson of the Council on a form provided by the Clerk, to be added to the agenda of a future Council meeting to address a subject that Council would have authority to address. If the Chairperson denies the request, the request may be made to the entire Council under the Public Comment section of the Council's agenda. If the request is granted by a majority of the Council, it will be added as an agenda item at the next regular meeting of the Council.**

***The meeting will be held in the City Council Chambers, Romulus City Hall, 11111 South Wayne Road, Romulus, MI 48174. NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA), is asked to contact the Clerk's Office (734-942-7540) 48 hours prior to the meeting – the staff will be pleased to make the necessary arrangements.***

# City of Romulus

# Agenda

Council Meeting Held: **December 6, 2021**

Item No. A.

General Description: Approval of Agenda

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**Resolution No. ___________________**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

# City of Romulus

# Minutes

Council Meeting Held: **December 6, 2021**

Item No. A.

General Description: Approval of minutes from the regular meeting held on Monday, November 22, 2021, at 7:30 p.m.

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**Resolution No. ___________________**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

**MINUTES OF THE REGULAR ROMULUS CITY COUNCIL MEETING**
**November 22, 2021**
Romulus City Hall Council Chambers, 11111 Wayne Rd, Romulus, MI 48174

**The meeting was called to order at 7:30 p.m. by Mayor Pro-Tem John Barden.**

**Pledge of Allegiance**

**Roll Call**

**Present: Kathy Abdo, John Barden, Celeste Roscoe, Tina Talley, William Wadsworth, Eva Webb, Virginia Williams**
**Absent / Excused:**

**Administrative Officials in Attendance:**
Robert McCraight, Mayor
Ellen L. Craig-Bragg, Clerk
Stacy Paige, Treasurer
**Administrative Staff in Attendance:**
D'Sjonaun Hockenhull - Deputy City Clerk; Stephen Hitchcock - City Attorney; Julie Wojtylko - Chief of Staff; Kevin Krause - Director of Fire & Emergency Services; Damian Hull - Police Captain

**1. Agenda**

**A.** Moved by **Tina Talley**, seconded by **Kathy Abdo** to accept the agenda as presented.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

**2. Minutes**

**A.** **Res. #21-338** Moved by **William Wadsworth**, seconded by **Kathy Abdo** to approve the minutes from the regular meeting held on Monday, November 8, 2021, at 7:30 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

**3. Petitioner**

**A.** Petitioner: Keilani Hadden  Petition: Access to public restrooms in restaurants and gas stations
Keilani Hadden presented a PowerPoint regarding her request for clean, open restrooms at restaurants and gas stations. She provided possible solutions to address the inequities. No action was taken by the Council; however, it was recommended that the petitioner start her request with the city's state representation.

**4. Chairperson's Report, John Barden, Mayor Pro-Tem**

**A.** Moved by **Celeste Roscoe**, seconded by **Tina Talley** to accept the Chairperson's Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

**5. Mayor's Report – Robert A. McCraight, Mayor**

A. **Res. #21-339** Moved by **Eva Webb**, seconded by **Celeste Roscoe** to concur with the Administration, and authorize the sole source purchase of two (2) LUCAS Chest Compression Systems for the City of Romulus Fire Department from Stryker Medical for a total cost of $39,676.92 under the terms of Sole Source Purchases Exception in Section 39-11(d)(1)c.1 of the City of Romulus Purchasing Ordinance.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

B. **Res. #21-340** Moved by **Eva Webb**, seconded by **William Wadsworth** to concur with the Administration and authorize the Mayor and Clerk to enter into the Inter-Governmental Agreement with the State of Michigan, Department of Technology, Management and Budget Office of the Michigan's Public Safety Communications System for the necessary programming of Motorola radio equipment at a cost of $17,750.00 under the terms of Chapter 39 of the City of Romulus Code of Ordinances Section 39-11(d)(1)(i).

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

6. **Clerk's Report – Ellen L. Craig-Bragg, Clerk**

A. **Res. #21-341** Moved by **Celeste Roscoe**, seconded by **Virginia Williams** to approve the Study Session Request for Monday, December 6, 2021, at 6:30 p.m. to discuss the Quarterly Investment Report.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

B. **Res. #21-342** Moved by **William Wadsworth**, seconded by **Virginia Williams** to concur with the recommendation of the Executive Advisory Committee and reappoint Reverend Edward Thomas Jr. to the Romulus Board of Review with a term to commence on January 1, 2022, and expire on December 31, 2023.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

7. **Treasurer's Report – Stacy Paige, Treasurer –** Nothing to report.

8. **Public Comment**

A resident addressed City Council about replacing the lead and galvanized water pipes within the City.

9. **Unfinished Business -** None

10. **New Business**

Councilperson Wadsworth mentioned that Helping Hands is looking for donations of turkeys for Thanksgiving and will be accepting donations on Tuesday and Wednesday of the current week.

Councilperson Webb requested that the Mayor address the concerns of the residents mentioned in the public comment.
Mayor McCraight suggested that the DPW Director do a presentation on the City's current plan in replacing the lead and/or galvanized piping.
Councilperson Williams requested that the information the DPW Director would present be given to Council beforehand for review.
Mayor McCraight offered to Council to submit any questioning and request for information to his Chief of Staff.

**11. Warrant**

**A. Res. #21-343** Moved by **Kathy Abdo**, seconded by **Tina Talley** to approve Warrant #: 21-22 for checks presented in the amount of $856,909.23.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

**12. Communication**

Councilperson Talley commended the ribbon-cutting event for Metro Realty. She also announced the "Why I love the City of Romulus Letter Contest" in which letters are due by November 30, 2021. Councilperson Williams reminded residents that the Forgotten Harvest will be at the Romulus High School on Tuesday from 11:00 a.m. to 1:30 p.m. She also inquired as to the type of payment used to settle the Court's water bill and inquired about the 24-hour wait period policy before water is turned back on after a shut-off.

**13. Adjournment**

Moved by **William Wadsworth**, seconded by **Celeste Roscoe** to adjourn the meeting at 8:40 p.m.

Roll Call Vote: Ayes - Abdo, Barden, Roscoe, Talley, Wadsworth, Webb, Williams
Nays - None
**Motion Carried Unanimously**

I, Ellen L. Craig-Bragg, Clerk for the City of Romulus, Michigan do hereby certify the foregoing to be a true copy of the minutes of the regular meeting of the Romulus City Council held on November 22, 2021.

Ellen L Craig Bragg

Ellen L. Craig-Bragg, City Clerk
City of Romulus, Michigan

# *City of Romulus*

# *Petitioner*

Council Meeting Held: **December 6, 2021**

Item No. 6

**General Description: ______________________________________________________________**

**Resolution No.__________**

*Moved by:* Abdo Barden Roscoe Talley Wadsworth Webb Williams

*Seconded by:* Abdo Barden Roscoe Talley Wadsworth Webb Williams

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| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ayes:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

# City of Romulus

# Chairperson's Report, John Barden, Mayor Pro-Tem

Council Meeting Held: **December 6, 2021**

Item No. A.

General Description: Approval of the Chairperson's Report

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**Resolution No. ___________________**

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|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY    MOTION CARRIED    MOTION FAILED

# City of Romulus

# Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 6, 2021**

Item No. A.

General Description: Wayne County Emergency Rental Agreement (ERAP)

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**Resolution No. ___________________**

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|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY    MOTION CARRIED    MOTION FAILED

City of Romulus

**INTEROFFICE MEMORANDUM**

**TO:** The Honorable Romulus City Council

**FROM:** Mayor Robert A. McCraight

**SUBJECT:** Wayne County Emergency Rental Assistance Program (ERAP)

**DATE:** November 30, 2021

I concur with the recommendation of Maria Farris, Finance Director, and Legal Counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached Subrecipient Agreement for the Wayne County Emergency Rental Assistance Program (ERAP) effective from October 1, 2021 through September 22, 2022.

Motion by_____________, supported by ______________, to concur with the administration and authorize the Mayor and Clerk to enter into the attached Subrecipient Agreement for the Wayne County Emergency Rental Assistance Program (ERAP) effective from October 1, 2021 through September 22, 2022.

# MEMORANDUM

Date: November 30, 2021

To: Mayor McCraight and
Honorable Council
Persons

From: Maria Farris, Finance Director

Re: ERAP Contract

The Wayne County Emergency Rental Assistance Program (ERAP) is available to landlords and their renters within Wayne County who have been financially impacted by the COVID-19 pandemic, who are experiencing housing instability, and whose household income is at or below 80% of Area Median Income (AMI).

Even as the American economy continues its recovery from the devastating impact of the pandemic, millions of Americans still face deep rental debt and fear the loss of basic housing security. COVID-19 exacerbated an affordable housing crisis that predated the pandemic and thus has deepened the economic disparities that threaten the strength of our nation. To alleviate this crisis, the Emergency Rental Assistance Program makes funding available to assist households that are unable to pay rent and utility bills.

I would like to recommend, at this time, that City Council authorize the Mayor and Clerk to enter into the attached Memorandum of Agreement (including Attachment A) as presented. This agreement has been reviewed, and approved by the City Attorney, Steve Hitchcock.

If you should have any additional questions or we could be of any further assistance, please do not hesitate to contact the Finance Department.

Sincerely,

Maria Farris
Finance Director
City of Romulus

# Wayne County Municipal Utility Subrecipient Agreement

## I. Introduction

Wayne County, a political subdivision of the State of Michigan and organized as a charter county ("WC"), and Romulus, a City with an address of 11111 Wayne Rd (the "Partner"), hereby enter into this Sub-Recipient Agreement ("Agreement") to facilitate water utility payment assistance throughout Partner's territory, using Partner's customer data and Wayne County's Emergency Rental Assistance Funds granted to it under the American Rescue Plan Act. The Agreement is to establish the terms and conditions under which WC and Partner agree to work together. Nothing in this Agreement may be construed to obligate either party to enter contracts, grants, or sub-agreements in addition to this Agreement.

## II. Term of Agreement

This Agreement shall be effective for one year commencing October 1, 2021 to September 30, 2022 or upon the earlier termination of this agreement by either party at any time upon thirty (30)-days advance written notice.

## III. Duties of the Parties

1. WC will provide Partner with a list of eligible applicants and associated properties identified as being in Partner's territory and Partner will confirm to WC if these applicants do, in fact, have outstanding customer arrears for the properties identified.
2. WC intends to use funding it has received from the American Rescue Plan Act to assist eligible citizens with payment of these outstanding utility bills.
3. For all the eligible and confirmed customers WC approves to assist in Partner's territory, WC will remit funds to Partner in the sum of the Partner-reported and confirmed total outstanding water/sewer utility amount in the same manner WC remits funds to Partner for revenue sharing.
4. Partner will apply the approved direct payment amounts directly to eligible WC selected customers within 30 days of receipt.
5. The Partner shall provide WC a report with confirmation of the application of payment towards the arrearages for the identified accounts within 60 days of payment.
6. WC will handle all application intake, data, and documentation related to those applications.
7. WC will be responsible for assessing participants for eligibility for direct assistance and for transmitting the approved and eligible participants to Partner and for paying for them in the manner provided above.
8. Both parties commit to complying with all applicable laws, rules, and regulations.

## IV. General Provisions

The Agreement is made, and all proceeds of the Agreement must be used, in accordance with all applicable procedures, including, without limitation, the following stipulations:

1. **Change Requests**. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when approved, executed and signed by all parties to this Agreement.

2. **Termination Options**. Either party may terminate in the event either party becomes unable to perform, or is in breach of any of, its duties under this Agreement. This Agreement is an entire and complete understanding between WC and Partner with regard to the covered subject matter.

3. **Severability and Governing Law**. In the event that any provision or any part of a provision of this Agreement is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such a determination shall not affect the legality or enforceability of the remaining provisions or parts of provisions, which shall remain in full force and defect as if the unenforceable provision or part were deleted. This Agreement is governed by the laws of the State of Michigan.

4. **Third Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such a status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provision of this Agreement is intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to see to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

5. **Ownership of Deliverables and Data**. All data submitted to WC in connection with this Agreement (the "Data") is considered property of WC. Individual client confidentiality will be protected and WC will never disclose a clients ʹname or photo without prior consent and approval unless required to as a matter of law. Partner shall, in a timely manner, seek to secure such consent and approval upon WCʹs request. Partner agrees to execute and deliver any additional documents reasonably required to effectuate the intent of the parties with respect to the ownership of the Deliverables and/or the Data upon WCʹs request.

6. **Audit and Record-keeping**. All parties will keep adequate records for five (5) years to allow for a determination of compliance with the American Rescue Plan Act. Partner will allow WC and/or its Legislative Auditor General to audit such records at any time with ten (10) days notice.

7. **Compliance with Laws**. All parties will comply all applicable laws, rules, and regulations while performing any obligations under this Agreement.

8. **Acceptance of Agreement**. Signing this Agreement indicates Partnerʹs acknowledgement and acceptance of the terms outlined above.

9. **Counterparts**. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, signatures transmitted by facsimile or other electronic means shall be deemed the same as originals and shall be effective upon receipt.

10. **Notice**. All notices, consents, approvals, requests, and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Partner:

If to the County:

All Notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

**VII. As evidence of the Parties' mutual understanding of and Agreement with the terms herein, they have signed this Agreement as of the Issue Date of the Agreement set forth above.**

WAYNE COUNTY

By: ______________________________________________ Date: ____________________

Name:

Title:

By: ______________________________________________ Date: ____________________

Name:

Title:

Partner

By: ______________________________________________ Date: _____________________

Name:

Title:

# EMERGENCY RENTAL ASSISTANCE

Wayne County's **Emergency Rental Assistance Program (ERAP)** makes funding available to assist households that are unable to pay rent or utility bills.

## To be eligible:

1. Experiencing financial hardship during the COVID-19 pandemic
2. Experiencing Housing instability
3. Household income at or below 80% of area median income

*Open to all communities in Wayne County excluding the City of Detroit.
*For Detroit's program, visit this link: https://bit.ly/3hHUT66

## APPLY TODAY

## What can this program cover?

### Rent

Up to 15 months of rental assistance

### Utilities

Electricity, home heating, water, sewer, internet, and trash (if billed with other utility)

### Other

Internet bills and relocation costs

**Find more information and apply at:**
**www.waynecounty.com/rentalassistance**

WAYNE COUNTY MICHIGAN
EXECUTIVE
WARREN C. EVANS
SERVING 43 COMMUNITIES

# City of Romulus

# Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 6, 2021**

Item No. B.

General Description: Michigan Indigent Defense Commission (MIDC) Grant FY2022

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**Resolution No. ___________________**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY

MOTION CARRIED

MOTION FAILED

City of Romulus

**INTEROFFICE MEMORANDUM**

**TO:** The Honorable Romulus City Council

**FROM:** Mayor Robert A. McCraight

**SUBJECT:** Michigan Indigent Defense Commission (MIDC) Grant FY2022

**DATE:** November 30, 2021

I concur with the recommendation of Maria Farris, Finance Director, and Legal Counsel, and respectfully request City Council authorize the Mayor and Clerk to enter into the attached grant agreement between the State of Michigan -Michigan Indigent Defense Commission (MIDC) and the Department of Licensing and Regulatory Affairs (LARA) and the City of Romulus from October 1, 2021 to September 30, 2022 with a local share of $54,774.50.

The City shall receive 50% of the total grant within 15 days of receipt of the executed agreement, a 25% disbursement on May 15, 2022 and the remaining 25%.on August14, 2022.

Motion by______________, supported by _______________, to concur with the administration and authorize the Mayor and Clerk to enter into the attached grant agreement between the State of Michigan -Michigan Indigent Defense Commission (MIDC) and the Department of Licensing and Regulatory Affairs (LARA) and the City of Romulus from October 1, 2021 to September 30, 2022 with a local share of $54,774.50.

# MEMORANDUM

**To:** **Robert A. McCraight, Mayor**
**From:** **Maria Farris, Finance Director**
**Date:** **December 6, 2021**
**Re:** **Michigan Indigent Defense Commission (MIDC) Grant FY2022**

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I am respectfully requesting authorization to enter into the attached grant agreement with the Michigan Indigent Defense Commission (MIDC) and the Department of Licensing and Regulatory Affairs (LARA) in order to comply with PA214 of 2018. The grant period is from October 1, 2021 to September 30, 2022

There was an approved developed MIDC compliance plan, along with all costs for administering the plan in order to meet the four (4) standards mandated by the MIDC. The compliance plan covers all jurisdictions served by the 34th District Court. A detailed budget request was also created and submitted to the MIDC for approval. As a result of the MIDC's subsequent approval, the MIDC has awarded the City of Romulus $263,562.54, to meet the standards set forth by the commission. These funds are to be disbursed to ensure that the 34th District Court is in compliance with the standards set forth by the MIDC. The City of Romulus must contribute a local share of $54,774.50 for a total MIDC budget of $318,337.04 for the state FY2021/2022.

The city shall receive 50% of the total grant within 15 days of receipt of the executed agreement, a 25% disbursement on May 15, 2022 and the remaining 25% on August 14, 2022.

City attorney, Steve Hitchcock, has reviewed the attached contract and concurs with its contents. I have reviewed the budget and made the necessary changes to comply with the statute.

If you should have any additional questions, please do not hesitate to contact me directly.

Maria Farris

Finance Director

# Compliance Plan and Cost Analysis Renewal - FY 2022

## Applicant

FOR OFFICE USE ONLY: Version # ______ APP # 220098

**1. Applicant Information**

| | | | | |
|---|---|---|---|---|
| a. | Applicant Name | City of Romulus | | |
| b. | Organizational Unit | | | |
| c. | Address | 11111 Wayne Road | | |
| d. | Address 2 | | | |
| e. | City | Romulus | State MI | Zip 48174 |
| f. | Federal ID Number | 73-4955885 | Reference No. | |
| g. | Applicant fiscal year (beginning month and day) | | July-01 | |
| h. | Agency Type | | | |

(•) City ( ) Township ( ) County

( ) Village

**2. Project Information**

| | | | | |
|---|---|---|---|---|
| a. | Project Name | Compliance Plan and Cost Analysis Renewal - FY 2022 | | |
| b. | Is implementing agency same as Applicant | | (•) Yes | ( ) No |
| c. | Implementing Agency Name | | | |
| d. | Project Start Date | Oct-01-2021 | End Date | Sep-30-2022 |
| e. | Amount of Funds Requested | $263,562.54 | Project Cost | $318,337.04 |
| f. | Agency Local Share: | 54,774.50 | | |

FOR OFFICE USE ONLY: Version # ______ APP # 220098

**3. Contacts**

a. Authorized Official

| | | | | | |
|---|---|---|---|---|---|
| Name | LeRoy Burcroff | | | | |
| Title | Mayor | | | | |
| Mailing Address | 11111 Wayne Road | | | | |
| City | Romulus | State | MI | Zip | 48174 |
| Telephone | (734) 955-4500 | | | Fax | |
| E-mail Address | lburcroff@romulusgov.com | | | | |

b. Project Director / Primary Contact

| | | | | | |
|---|---|---|---|---|---|
| Name | Joshua Monte | | | | |
| Title | Grant Manager | | | | |
| Mailing Address | 11165 Olive | | | | |
| City | Romulus | State | MI | Zip | 48174 |
| Telephone | (734) 955-8858 | | | Fax | |
| E-mail Address | jmonte@romulusgov.com | | | | |

c. Financial Officer

| | | | | | |
|---|---|---|---|---|---|
| Name | Maria Farris | | | | |
| Title | Chief Financial Officer | | | | |
| Mailing Address | 11111 Wayne Road | | | | |
| City | Romulus | State | MI | Zip | 48174 |
| Telephone | (734) 955-4566 | | | Fax | |
| E-mail Address | mfarris@romulusgov.com | | | | |

d. Authorized Official

| | | | | | |
|---|---|---|---|---|---|
| Name | Ellen Craig-Bragg | | | | |
| Title | Clerk | | | | |
| Mailing Address | 11111 Wayne Road | | | | |
| City | Romulus | State | MI | Zip | 48174 |
| Telephone | (734) 955-4545 | | | Fax | |
| E-mail Address | ebragg@romulusgov.com | | | | |

## Additional Information

FOR OFFICE USE ONLY: Version # ______ APP # 220098

### Submitter Information

Funding Unit/System Name: D 34 - Romulus

[x] I hereby certify that I am authorized to submit the application and the information and representations contained in the application is true and correct.

**Submitted By (include name, title, email address and phone number):**

| | |
|---|---|
| Name: | Joshua Monte |
| Title: | Grant Manager |
| Email Address: | jmonte@romulusgov.com |
| Phone Number: | (734) 955-8858 |
| **Date:** | 04/27/2021 |
| Signature: | *Joshua Monte* |

### Delivery System Model

1. What type of indigent defense delivery system do you have currently? (indicate all that apply):

   [ ] Public Defender Office (county employees)

   [ ] Public Defender Office (non-profit/vendor model)

   [x] Managed Assigned Counsel System (Name of MAC Attorney Manager and P#:) [Teresa Patton P#61921]

   [ ] Assigned Counsel System

   [ ] Contract Defender System

   [ ] Regionalized system or coordination with other trial court funding units

   If you are unsure about your type of indigent defense delivery system, more information can be found in MIDC's report entitled Delivery System Reform Models (2016), posted here: https://michiganidc.gov/resources. Questions can also be directed to your MIDC Regional Manager.

2. Are you proposing to change your type of indigent defense delivery system for next year? Please respond Yes or No. (•) Yes ( ) No

3. If you are changing your indigent defense delivery system, what model do you plan to use next year?

   We are participating in the Regional Managed Assigned Counsel Office in Dearborn for Standards 1 and 5 and agree to comply with the MIDC-approved Dearborn compliance plan as it relates to these Standards. The Regional Office will be managed by an attorney administrator employed to act as an appointing authority and oversee all duties surrounding the appointments of the criminal defense attorneys.

   We are Utilizing the Regional Managed Assigned Counsel Office in Dearborn for Standard 3 compliance. All Compliance and funding will be included in the MIDC-approved Dearborn compliance plan as it relates to Standard 3.

## Standard 1 - Training and Education

| FOR OFFICE USE ONLY: | Version # ______ | APP # 220098 |
|---|---|---|

**Standard 1 (Page 1)**

### Training of Attorneys

4. Number of attorneys who accept adult criminal defense assignments as of October 1, 2021 — 15

5. Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2021 — 0

**In the cost analysis,** please include a list of names and P#s of all the attorneys who accept adult criminal defense case assignments in your system, including conflict counsel and counsel for youths charged as adults.

6. What is your plan for training attorneys with less than 2 years of Michigan criminal defense experience?

Standard 1 compliance will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 1 (Page 2)**

7. Please describe your system's training plan, including how compliance will be tracked for reporting requirements:

Standard 1 compliance will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 1 (Page 3)**

8. If an attorney does not complete the required training, how will the system address the noncompliance?

Standard 1 compliance will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

9. Any changes in your funding needs from the prior year for Standard 1? Please respond Yes or No. — (•) Yes ( ) No

**If yes, please describe in the cost analysis.**

## Standard 2 - Initial Interview

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| --- | --- | --- |

**Standard 2 (Page 1)**

### Initial Client Interviews

10. The MIDC Standards now require the selection and assignments of attorneys to be done independently from the judiciary. How and when are defense attorneys notified of new assignments?

Standard 2 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19$^{th}$ District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 2 (Page 2)**

11. How are you verifying that in-custody attorney client interviews occur within three business days?

Standard 2 client interview compliance will be administered by the Regional Managed Assigned Counsel Office included in the 19$^{th}$ District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 2 (Page 3)**

12. How are you verifying attorneys' introductory communications with out-of-custody clients?

Standard 2 client interview compliance will be administered by the Regional Managed Assigned Counsel Office included in the 19$^{th}$ District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 2 (Page 4)**

13. How are you compensating attorneys for conducting initial interviews? Please include whether you intend to compensate attorneys differently for in-custody and out-of-custody interviews.

Weekday attorneys are paid by the hour at a rate of $100/hour. They are guaranteed three hours pay Monday through Thursday and 1 1/2 hour pay on Friday. Time worked past three hours or 1 1/2 hour repsectively is to be reported by the tenth of the hour. For example, 3 hours and 10 minutes is to be reported as 3.2 hours to be paid out as $320.

Weekend attorneys are also paid by the hour at a rate of $125/hour. They are guaranteed two hours pay and time worked past that is to be reported by the tenth of an hour.

14. Any changes in your funding needs from the prior year for Initial Interviews? Please respond Yes or No. ( ) Yes (•) No

**If yes, please describe in the cost analysis.**

**Standard 2 (Page 5)**

### Confidential Meeting Spaces

| | | |
| --- | --- | --- |
| 15. | How many confidential meeting spaces are in the jail? | 2 |
| 16. | What is the TOTAL amount of confidential meeting spaces in the courthouse? | 6 |
| 17. | How many confidential meeting spaces in the courthouse are for in-custody clients? | 3 |

Please describe these spaces.

There are two private rooms equipped with polycom systems for in-custody attorney client meetings and one of the four courtrooms is always available as well.

**Standard 2 (Page 6)**

18. How many confidential meeting spaces in the courthouse are for out-of-custody clients? 3

Please describe these spaces.

There are three to six meeting spaces available for out-of-custody attorney client meetings. In addition to the three rooms available for in-custody attorney client meetings, two meeting rooms without polycom equipment are available occasionally.

**Standard 2 (Page 7)**

19. Any changes from the prior year’s compliance plan for your confidential meeting spaces? Please respond Yes or No. ◉ Yes ○ No

If Yes, please describe the proposed changes.

Standard 2 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

20. Any changes from the prior year’s funding needs for confidential meeting spaces? Please respond Yes or No. ○ Yes ◉ No

**If yes, please describe in the cost analysis.**

## Standard 3 - Investigation and Experts

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|---|---|---|

**Standard 3 (Page 1)**

### Experts and Investigators

21. The MIDC Standards now require approval of expert and investigative assistance to be independent from the judiciary. Describe the process of how attorneys request expert witness assistance for their indigent clients:

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 3 (Page 2)**

22. Any change from the prior year's process to request expert witness assistance? Please respond Yes or No. ◉ Yes ○ No

If yes, please explain the change:

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 3 (Page 3)**

23. Describe the process of how attorneys request investigative assistance:

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 3 (Page 4)**

24. Any change from the prior year's process to request investigative assistance? Please respond Yes or No. ◉ Yes ○ No

If yes, please explain the change:

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 3 (Page 5)**

25. How are attorney requests (whether approved or denied) for experts and investigators tracked by the system? Please include approved and denied requests.

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

26. Any change from the prior year's funding needs for Standard 3? Please respond Yes or No. ◉ Yes ○ No

**If yes, please describe in the cost analysis.**

## Standard 4 - Counsel at First Appearance

| FOR OFFICE USE ONLY: | Version # ______ | APP # 220098 |
|---|---|---|

**Standard 4 (Page 1)**

### Counsel at First Appearance and Other Critical Stages

27. The MIDC Standards now require the selection and assignments of attorneys to be done independently from the judiciary. How are you providing counsel at first appearance and all arraignments? Please provide detail for circuit and district court coverage.

Standard 4 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 4 (Page 2)**

28. How are you providing counsel at all other critical stages? Please provide details:

Standard 4 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 4 (Page 3)**

29. How are you compensating attorneys for Standard 4? Please provide detail for compensating counsel at first appearance and compensating counsel at all other critical stages.

Weekday attorneys are paid by the hour at a rate of $100/hour. Time worked past three hours or 1 1/2 hour repsectively is to be reported by the tenth of the hour. For example, 3 hours and 10 minutes is to be reported as 3.2 hours to be paid out as $320.

**Standard 4 (Page 4)**

30. Do you have a prison in your County? ○ Yes ● No

If Yes, how is counsel provided to people charged with crimes while incarcerated in the prison?

Do you seek reimbursement for the cost of counsel from the Michigan Department of Corrections? ○ Yes ○ No

**Standard 4 (Page 5)**

31. Are there or will there be any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, pleas online, etc. Please answer Yes or No. ● Yes ○ No

32. Describe how counsel is offered to a defendant making a plea who does not appear before a magistrate or judge:

Defendants who request a plea by mail are made aware that counsel is available and if the defendant requests counsel his or her file is forwarded to the attorney group via the Regional MAC. One of the attorneys then contacts the defendant for an initial interview and then speaks with the prosecutor for possible resolution. In the event of a plea, the attorney reviews the plea form signed by the judge and prosecutor, the court mails the plea form to the defendant and it is returned to the court. If the defendant requests a trial the case is set on the regular docket and defendant must appear in person.

The court is still working to implement a system for pleas at the counter that complies with MIDC standards. The last plan conveyed was to stop taking pleas at the counter and send all misdemeanors through the court process.

**Standard 4 (Page 6)**

33. Any change from the prior year's attorney compensation for Standard 4? Please respond Yes or No. (•) Yes ( ) No

**If yes, please describe in the cost analysis.**

34. Any change from the prior year's funding needs for Standard 4? Please respond Yes or No. (•) Yes ( ) No

**If yes, please describe in the cost analysis.**

## Standard 5 - Attorney Assignment

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|---|---|---|

**Standard 5 (Page 1)**

The MIDC Standards now require independence from the court including the selection and assignment of attorneys, attorney compensation and approval of requests for expert and investigative assistance.

35. How will attorneys be selected to provide adult indigent criminal defense services in your indigent defense system? Please describe any eligibility requirements needed by the attorneys as well as the selection process:

Standard 5 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 5 (Page 2)**

36. Will the selection process be facilitated by a committee of stakeholders? (•) Yes ( ) No

If so, please list the titles of participating officials, agencies, or departments as appropriate.

Standard 5 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 5 (Page 3)**

37. Who will approve an attorney's eligibility to receive assigned cases?

Standard 5 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

38. Who will assign work to the attorneys in the indigent defense system? Please include the person's name, title, employer and/or supervisor.

Person's Name: Standard 5 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

Title: TBD

Employer and/or Supervisor: TBD

39. Who will review and approve attorney billing?

Standard 5 attorney selection and assignments will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

40. Who will approve requests for expert and investigative assistance?

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

41 Who will review and approve expert and investigative billing?

Standard 3 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 5 (Page 4)**

42. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) assigning casework?

Standard 5 will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 5 (Page 5)**

43. What is your appeal process to resolve any potential conflicts between the assigned attorney and the person(s) or reviewing/approving billing?

Standard 5 will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

**Standard 5 (Page 6)**

44. What is your appeal process to resolve denied or partially denied requests for expert or investigative assistance?

Standard 5 compliance and funding will be administered by the Regional Managed Assigned Counsel Office included in the 19th District Court, Dearborn, FY22 Plan and Cost Analysis.

## Miscellaneous

FOR OFFICE USE ONLY: Version # ______ APP # 220098

### Personnel

**In the cost analysis,** please provide detail about all personnel employed by the funding unit. This should include DIRECT SERVICE PROVIDERS (Public Defender Chief, Deputy Chief, Assistant Defenders, and staff of the defender office employed by the system) as well as ANCILLARY STAFF (court clerks, sheriff employees, etc.)

**Ancillary Staff**

45. In limited circumstances, the MIDC can fund some other system staffing needs if required to implement one of the MIDC standards. These requests are evaluated each year.

46. Do you have any ancillary staff? Please answer Yes or No. ◉ Yes ○ No

| | |
|---|---|
| If yes, what standard(s) or reporting needs do they meet? | The additional part-time court clerk will be managing all new case filings and ensuring that all defendants receive the initial contact request form. This position will coordinate initial interviews and ensure they are scheduled in a timely manner to be compliant with standard 2. This part-time position will include four hours per day on Saturday, Sunday, and holidays to coordinate attorney files and schedule attorney/defendant interviews for all weekend/holiday arraignments.<br><br>One (1) to two (2) hours of the duties of a full time officer will be strictly dedicated to MIDC standards two and four. |
| If yes, how are you tracking time for ancillary staff? | Tracking of the Romulus Police Officer time will be conducted by the City of Romulus in accordance with city policy<br><br>Tracking of MAC assistant will be administered by the Regional Managed Assigned Counsel Office in the 19th District Court, Dearborn |

47. For existing ancillary staff, are there any personnel positions/hours eliminated, reduced or increased from the prior year? Please answer Yes or No. ◉ Yes ○ No

**If yes, please explain in the cost analysis.**

48. Are any additional ancillary staff positions or hours requested from the prior year? Please answer Yes or No. ◉ Yes ○ No

**If yes, please explain in the cost analysis.**

### Reimbursement Costs for Creating Plan

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY22, if seeking reimbursement under this provision.

Are you requesting reimbursement of planning costs? ○ Yes ◉ No

If yes, do you have receipts showing that non-funding unit employees have been paid? ○ Yes ○ No

What is the amount you are seeking in reimbursement?

## Reminders

- You must also complete a cost analysis.
- In order to complete your application, you must submit a list of the attorneys providing services with P numbers.
- If applicable, you must submit documentation supporting your request under MCL 780.993(2) for reimbursement for the cost of compliance planning.

**List of the attorneys providing services**

**Attorneys Accepting Assignments**

| Name of Attorney | Bar Number | Title | Type of Office | Years Practicing Criminal Defense in Michigan |
|---|---|---|---|---|
| Al-Awamleh, Ashraf | 66874 | | | |
| Barron, Todd | 54717 | | | |
| Belcher, Leanna | 80177 | | | |
| Bitar, Daniel | 62191 | | | |
| Bowdich, Jeffrey | 45367 | | | |
| Cook, Donald | 30565 | | | |
| Dupree, Matthew | 80132 | | | |
| Grier, Sharon | 40133 | | | |
| Jadallah, Samer | 62186 | | | |
| Marable, Carla | 62755 | | | |
| Medina, Krystle-Marie | 77211 | | | |
| Murphy, Kathy | 51422 | | | |
| Nunley, Royce | 79906 | | | |
| Patton, Teresa | 61921 | | | |
| Weinberg, Darin | 48844 | | | |
| White, Rita | 63046 | | | |

# Cost Analysis

**Instructions for Completion of the Fiscal Year 2022 Cost Analysis**

Please complete all sections of the spreadsheet and narrative relevant to your request for grant funds. The cost analysis request is for the total adult criminal indigent defense system cost funded by the state grant, local share, and other funding sources. As noted in the narrative for each budget category, please highlight or make note of a new or changed budget request for FY22. Justification of expenses should include a clear statement as to how the position, contract, or item is a direct expense of the local indigent defense system. The request must include calculations for rates, hours and pricing of requested items. Please refer to the MIDC's GRANT MANUAL for guidance as to allowable costs. Click on 'Show Documents' to view the Grant Manual.

Does or will your system use a vendor/nonprofit model public defender office to provide indigent defense services? ○ Yes ● No

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| | Line Item | Qty | Rate | Units | UOM | Total | State Grant |
|---|---|---|---|---|---|---|---|
| **Program Expenses** | | | | | | | |
| **1** | **Personnel** | | | | | | |
| | Admin Assistant<br>Notes : The additional part-time court clerk will be managing all new case filings and ensuring that all defendants receive the initial contact request form. This position will coordinate initial interviews and ensure they are scheduled in a timely manner to be compliant with standard 2. | 1.0000 | 204.000 | 52.000 | WKS | 10,608.00 | 10,608.00 |
| | Jail Corrections Officer<br>Notes : The day shift patrol division has a minimum staffing level of three officers, tasked with answering calls for service. The Romulus Police Department utilized one shift commander to answer phones, handle 911 calls, ensure building security, monitor the police radios, monitor prisoner safety, and handle all walk in traffic. To ensure MIDC | 1.0000 | 216.000 | 52.000 | WKS | 11,232.00 | 11,232.00 |
| **Total for Personnel** | | | | | | 21,840.00 | 21,840.00 |
| **2** | **Fringe Benefits** | | | | | | |
| | Employer FICA | 0.0000 | 7.650 | 11232.000 | | 859.25 | 859.25 |
| | Retirement | 0.0000 | 11.000 | 11232.000 | | 1,235.52 | 1,235.52 |
| | Health Insurance | 0.0000 | 76.500 | 11232.000 | | 8,592.48 | 8,592.48 |
| | Dental Insurance | 0.0000 | 4.000 | 11232.000 | | 449.28 | 449.28 |
| | Life Insurance | 0.0000 | 0.900 | 11232.000 | | 101.09 | 101.09 |

| | Line Item | Qty | Rate | Units | UOM | Total | State Grant |
|---|---|---|---|---|---|---|---|
| | Workmens Compensation | 0.0000 | 3.200 | 11232.000 | | 359.42 | 359.42 |
| **Total for Fringe Benefits** | | | | | | 11,597.04 | 11,597.04 |
| **Total Program Expenses** | | | | | | 33,437.04 | 33,437.04 |
| **Contractual** | | | | | | | |
| **1** | **Contracts for Attorneys** | | | | | | |
| | Assigned Counsel | 54.0000 | 100.000 | 52.000 | WKS | 280,800.00 | 280,800.00 |
| **2** | **Contracts for Experts and Investigators** | | | | | | |
| **3** | **Contracts for Construction** | | | | | | |
| **4** | **Contracts Other** | | | | | | |
| **Total Contractual** | | | | | | 280,800.00 | 280,800.00 |
| **Other Expenses** | | | | | | | |
| **1** | **Equipment** | | | | | | |
| **2** | **Training/Travel** | | | | | | |
| **3** | **Supplies/Services** | | | | | | |
| | Computers | 1.0000 | 3000.000 | 0.000 | NOS | 3,000.00 | 3,000.00 |
| | Printers | 1.0000 | 200.000 | 0.000 | NOS | 200.00 | 200.00 |
| | Office Supplies | 1.0000 | 900.000 | 0.000 | NOS | 900.00 | 900.00 |
| **Total for Supplies/Services** | | | | | | 4,100.00 | 4,100.00 |
| **Total Other Expenses** | | | | | | 4,100.00 | 4,100.00 |
| **TOTAL EXPENDITURES** | | | | | | **318,337.04** | **318,337.04** |

| | Category | Total | State Grant | Narrative |
|---|---|---|---|---|
| **Program Expenses** | | | | |
| 1 | Personnel | 21,840.00 | 21,840.00 | Per the Police Officers CBA, the Romulus Police Department must use sworn officers for prisoner movement. |
| 2 | Fringe Benefits | 11,597.04 | 11,597.04 | Fringe Benefits for Corrections/Police Officer |
| **Total Program Expenses** | | 33,437.04 | 33,437.04 | |
| **Contractual** | | | | |
| 1 | Contracts for Attorneys | 280,800.00 | 280,800.00 | The 34th District Court serves eight local jurisdictions for felony and misdemeanor arraignments during the week.<br><br>There is two attorneys available at the courthouse Monday through Thursday up to four hours and on Friday for up to two hours for in-custody and walk-in arraignments as well as arraignments on violations of probation.<br><br>There are three attorneys for arraignments on Mondays and Tuesdays and two attorneys, on Wednesdays for state misdemeanors for up to four hours per day.<br><br>Due to regionalization the FY22 Compliance plan will not factor in the costs associated for a MAC who was previously assigned to the 34th District Court. The MAC was utilized to cover additional hours not staffed by hourly attorneys. Additional hourly attorney costs must be factored in due to the loss of the MAC at the 34th District Court. |
| 2 | Contracts for Experts and Investigators | 0.00 | 0.00 | |
| 3 | Contracts for Construction | 0.00 | 0.00 | |
| 4 | Contracts Other | 0.00 | 0.00 | |
| **Total Contractual** | | 280,800.00 | 280,800.00 | |

| | Category | Total | State Grant | Narrative |
|---|---|---|---|---|
| **Other Expenses** | | | | |
| 1 | Equipment | 0.00 | 0.00 | |
| 2 | Training/Travel | 0.00 | 0.00 | |
| 3 | Supplies/Services | 4,100.00 | 4,100.00 | Did not purchase computer/printer from the FY21 Compliance Plan. 34th District Court is moving to a new building during FY22 Compliance Plan and will purchase computer/printer at that time.<br><br>We are requesting a desk top computer and a printer/scanner/fax machine for the assigned counsel. This will be used to request, receive and print discovery from the seven jurisdictions served by 34th District Court. We are also requesting two file folders. |
| **Total Other Expenses** | | 4,100.00 | 4,100.00 | |
| **TOTAL EXPENDITURES** | | **318,337.04** | **318,337.04** | |

**Source of Funds**

| | Category | Total | State Grant | Local Share | Other Funding Sources | Narrative |
|---|---|---|---|---|---|---|
| **1** | **Source of Funds** | | | | | |
| | State Grant Contribution | 263,562.54 | 263,562.54 | 0.00 | 0.00 | |
| | Local Share Contribution | 54,774.50 | 0.00 | 54,774.50 | 0.00 | |
| | Program Revenue | 0.00 | 0.00 | 0.00 | 0.00 | |
| | Previous Year Unspent Funds | 0.00 | 0.00 | 0.00 | 0.00 | |
| | **Total Source of Funds** | 318,337.04 | 263,562.54 | 54,774.50 | 0.00 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Totals** | 318,337.04 | 263,562.54 | 54,774.50 | 0.00 | |

# GRANT MANUAL

MICHIGAN INDIGENT
DEFENSE COMMISSION

# Contents

Revised February 2021

*This Grant Manual is created for the convenience of stakeholders seeking information about compliance with the MIDC's standards and the contracts issued to indigent criminal defense systems pursuant to an approved plan and cost analysis. The Commission makes policy determinations regarding funding for the standards. The MIDC's staff serves as liaisons between stakeholders and the Commission and are responsible for bringing novel questions to the Commission for consideration and action. This manual is designed to capture decisions that the Commission has made through action on prior plans and costs for compliance with the standards. This manual will be revised regularly to reflect policy decisions by the Commission and made available on the Commission's public website. Notifications of updates will be communicated to local funding units.*

*The MIDC Act, in its entirety, is the primary document governing MIDC activities and should be referred to for full context of excerpted materials in this manual.*

## General Authority

The Michigan Indigent Defense Commission ("MIDC") Act is found at MCL §780.981 *et seq*.

## Relevant Provisions of the MIDC Act for Standards, Compliance, and Reporting

### The MIDC Establishes Standards for Indigent Defense

The MIDC is responsible for "[d]eveloping and overseeing the implementation, enforcement, and modification of minimum standards, rules, and procedures to ensure that indigent criminal defense services providing effective assistance of counsel are consistently delivered to all indigent adults in this state consistent with the safeguards of the United States constitution, the state constitution of 1963, and this act." MCL §780.989(1)(a).

## The MIDC Creates Rules and Procedures for Compliance Plans for Indigent Criminal Defense Systems

The MIDC has the authority and duty to establish "rules and procedures for indigent criminal defense systems to apply to the MIDC for grants to bring the system's delivery of indigent criminal defense services into compliance with the minimum standards established by the MIDC." MCL §780.989(1)(g).

## Indigent Criminal Defense System Creates Compliance Plan

"No later than 180 days after a standard is approved by the department, each indigent criminal defense system shall submit a plan to the MIDC for the provision of indigent criminal defense services in a manner as determined by the MIDC and shall submit an annual plan for the following state fiscal year on or before **October 1** of each year. A plan submitted under this subsection must specifically address how the minimum standards established by the MIDC under this act will be met and must include a cost analysis for meeting those minimum standards. The standards to be addressed in the annual plan are those approved not less than 180 days before the annual plan submission date. The cost analysis must include a statement of the funds in excess of the local share, if any, necessary to allow its system to comply with the MIDC's minimum standards." MCL §780.993(3) (emphasis added).

## Local Share

The local share refers to "an indigent criminal defense system's average annual expenditure for indigent criminal defense services in the 3 fiscal years immediately preceding the creation of the MIDC under this act, excluding money reimbursed to the system by individuals determined to be partially indigent. Beginning on November 1, 2018, if the Consumer Price Index has increased since November 1 of the prior state fiscal year, the local share must be adjusted by that number or by 3%, whichever is less." MCL §780.983(i).

"[A]n indigent criminal defense system shall maintain not less than its local share. If the MIDC determines that funding in excess of the indigent criminal defense system's share is necessary in order to bring its system into compliance with the minimum standards established by the MIDC, that excess funding must be paid by this state." MCL §780.993(7). The requirement for spending the local share is activated by the need to spend in excess of that total. The statute does not dictate the *order* in which the state dollars and local share be spent during the contract year. The local share can be contributed at any time during the contract year.

"An indigent criminal defense system must not be required to provide funds in excess of its local share. The MIDC shall provide grants to indigent criminal defense systems to assist in bringing the systems into compliance with minimum standards established by the MIDC." MCL §780.993(8).

## Approval of Compliance Plans

"The MIDC shall approve or disapprove all or any portion of a plan or cost analysis, or both a plan and cost analysis, submitted under subsection (3), and shall do so within **90 calendar days** of the submission of the plan and cost analysis. If the MIDC disapproves any part of the plan, the cost analysis, or both the plan and the cost analysis, the indigent criminal defense system shall consult with the MIDC and, for any disapproved portion, submit a new plan, a new cost analysis, or both within **60 calendar days** of the mailing date of the official notification of the MIDC's disapproval. If after 3 submissions a compromise is not reached, the dispute must be resolved as provided in section 15. All approved provisions of an indigent criminal defense system's plan and cost analysis must not be delayed by any disapproved portion and must proceed as provided in this act. The MIDC shall not approve a cost analysis or portion of a cost analysis unless it is reasonably and directly related to an indigent defense function." MCL §780.993(4) (emphasis added).

## Duty of Compliance with Approved Plan

"Within 180 days after receiving funds from the MIDC ... an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC for effective assistance of counsel. The terms of a grant may allow an indigent criminal defense system to exceed 180 days for compliance with a specific item needed to meet minimum standards if necessity is demonstrated in the indigent criminal defense system's compliance plan. The MIDC has the authority to allow an indigent criminal defense system to exceed 180 days for implementation of items if an unforeseeable condition prohibits timely compliance." MCL §780.993(11).

## The MIDC Reviews Systems for Compliance

The MIDC will be "[i]nvestigating, auditing, and reviewing the operation of indigent criminal defense services to assure compliance with the commission's minimum standards, rules, and procedures." MCL §780.989(1)(b).

## Financial Reporting

"The MIDC shall ensure proper financial protocols in administering and overseeing funds utilized by indigent criminal defense systems, including, but not limited to, all of the following:

a) Requiring documentation of expenditures.
b) Requiring each indigent criminal defense system to hold all grant funds in a fund that is separate from other funds held by the indigent criminal defense system.
c) Requiring each indigent criminal defense system to comply with the standards promulgated by the governmental accounting standards board." MCL §780.993(14).

## Unexpended Grant Funds

"If an indigent criminal defense system does not fully expend a grant toward its costs of compliance, its grant in the second succeeding fiscal year must be reduced by the amount equal to the unexpended funds.

Identified unexpended grant funds must be reported by indigent criminal defense systems on or before **October 31** of each year. Funds subject to extension under subsection (11) must be reported but not included in the reductions described in this subsection. Any grant money that is determined to have been used for a purpose outside of the compliance plan must be repaid to the MIDC, or if not repaid, must be deducted from future grant amounts." MCL §780.993(15) (emphasis added).

### Overspending on Services

"If an indigent criminal defense system expends funds in excess of its local share and the approved MIDC grant to meet unexpected needs in the provision of indigent criminal defense services, the MIDC shall recommend the inclusion of the funds in a subsequent year's grant if all expenditures were reasonably and directly related to indigent criminal defense functions." MCL §780.993(16).

## Compliance Planning by Indigent Defense Systems

### Resources Available on the MIDC's Website

- The MIDC Standards
- White papers for MIDC Standards 1-4
- *Delivery System Reform Models: Planning Improvements in Public Defense* (MIDC, December 2016)
- Department of Treasury correspondence regarding adult indigent criminal defense funds

### Compliance Plan Components

#### Identification of System

All compliance plans will need to address the following general information:

- ✓ The authorizing official submitting the plan and signing the contract terms of the funding consistent with the approved plan
- ✓ The point(s) of contact for the submitted plan (phone, email, address)

- ✓ A local financial contact for the post award fiscal administration
- ✓ Trial court funding unit(s) and court(s) included in the plan
- ✓ The identification of stakeholders or committee members involved in the planning process
- ✓ Collaborative plans must list all systems and trial courts associated with the plan

### Compliance with Approved Standards

The submitted plan will address each standard individually. A statement is required to identify and expand on the current or existing state of the system's process or work in subject the area of the standard. The submission will then need to highlight the changes or enhancements needed to achieve the standard, if any.

### Cost Analysis

A cost analysis (budget) for the compliance plan must be submitted in the format approved by the MIDC, including the detail of costs associated with a non-profit/vendor model defender office. Reasonableness will be stressed and a list or guideline for permissible costs is included in this manual. To minimize rejections after official submission, systems should contact their MIDC Regional Manager, before submissions, to discuss compliance plan costs that pose situations not addressed in guidelines.

### Local Share

The MIDC Act requires maintenance of a certain level of funding by the local system(s), defined as the local share. The calculation of the local share involves the capture of expenditures for adult indigent defense costs for the three fiscal years preceding enactment of Public Act 93 of 2013. The costs are then offset by the corresponding collections or payments for court appointed counsel services in the same time period on behalf of defendants made by either an individual or an agency.

Beginning in FY2019, all systems calculated and certified their local share. A certification of the local share calculation, acknowledged through local official authorization, was a requirement of the original compliance plan and cost analysis. The local share will be adjusted each year in accordance with the statutory requirement. MIDC grant funds are calculated as the approved cost analysis offset by the local share. Any system seeking to modify its local share due to errors in the original calculation must contact its Regional Manager. Modifications are subject to review of the methodology by the Grant Manager and approval by the Commission.

### Fund Established

A condition of award to the local system(s) shall include the grantee securing and supplying to the MIDC a resolution from the local legislative branch (board of commissioners, city council) for the creation of a new fund within the local chart of accounts. The sole purpose of this fund shall be for accepting the grants funds from the MIDC and charging all plan-related costs to this fund. As a condition or assurance upon accepting the award, this fund will allow for better management of the grant funds and monitoring by the local and state interested parties. All adult indigent criminal defense funding (local share and MIDC grant award) must be deposited into the fund. The local fund description shall allow for any fund balance not to revert to the general fund at the close of a fiscal year. Rollover funds will be used for expenditures that cross fiscal years as well as unexpended funds to be used for future compliance expenditures.

# Guidelines for Drafting Compliance Plans

*The following information captures decisions that the Commission has made through action on prior plans and costs for compliance with the standards. In reviewing compliance plans, the Commission will generally limit approval of costs to those necessary to implement the MIDC's standards. Novel questions will be brought to the Commission for decision.*

## General Principles

### Prosecutors, Judges, Magistrates

The MIDC Act charges the Michigan Indigent Defense Commission with the authority to develop, oversee implementation, enforcement and modification of minimum standards, rules and procedures to ensure that *indigent criminal defense services* providing effective assistance of counsel are delivered to all indigent adults in the State of Michigan. The Commission will not provide funding for prosecutors, judges, or magistrates to perform their duties. The Commission remains mindful that "defense attorneys who provide indigent criminal defense services are partners with the prosecution, law enforcement, and the judiciary in the criminal justice system." MCL 780.989(4).

### Administrator for Delivery Systems

A funding unit considering the use of a managed assigned counsel system or public defender administrator must use a licensed attorney in good standing with the State Bar of Michigan for all duties involving management or oversight of attorneys or cases within the system.[1]

### Defense Attorneys – Direct Service Providers

All attorneys identified by the funding unit to provide direct representation to indigent defendants must be licensed attorneys in good standing with the State Bar of Michigan and are bound by the Michigan Rules of Professional Conduct. Until approval of Minimum Standard 8, Economic Disincentives or Incentives, funding unit

[1] *See* MIDC meeting minutes, June 2017; MRPC 5.4(c).

employees or contract providers shall be given reasonable compensation.

### Non-Lawyers – Direct Service Providers and Interdisciplinary Defense Teams

Provided they are used to comply with minimum standards, MIDC grant funds can be used to hire employees or independently contract with licensed private investigators, or experts in any field recognized in the criminal justice community, to assist the defense.

### Public Defender and Managed Assigned Counsel Systems

Systems may choose to set up regional or local delivery system reform models such as public defender offices or managed assigned counsel programs to meet the minimum standards.[2] Set-up and operational costs of the office should be included. Lease or rent payments for offices of funding unit employees providing direct services and their staff are permissible expenses. Systems seeking to change models (i.e., move from an assigned counsel system to a public defender office) should include a feasibility study, including a caseload analysis, sufficiently detailed to allow staff and Commission to review anticipated system impacts.[3] Please consult with a Regional Manager for samples of these studies.

A compliance plan may include the cost of the State of Michigan's basic bar dues for attorneys employed full time by the system. Systems can also include the cost of a license for full time employees with positions requiring a license (i.e. investigator). MIDC grant funding is not permitted for membership in local bar associations or any optional professional organizations, with the exception of funding for eligible training resources indicated by MIDC Standard 1.[4]

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[2] MIDC staff members are able to assist systems with hiring considerations, but cannot serve as a voting member in any employment decision-making process.

[3] The costs associated with a feasibility study may be reimbursed pursuant to MCL §780.993(2).

[4] *See* MIDC meeting minutes, October 2019.

A compliance plan may include the cost of malpractice insurance for attorneys employed full time by the system.[5] Rates should be commensurate with those offered by the National Legal Aid and Defender Association's preferred carrier.

### Hiring of Ancillary Staff

Many systems will hire indirect or ancillary service providers to implement the standards. Ancillary staff refers to personnel outside of assigned counsel and their support staff. Most often these positions include jail staff to facilitate attorney-client communication pursuant to Standards 2 and 4. Other positions include clerks or court staff. These positions must be reasonably and directly related to implementation of the standards to qualify for MIDC grant funding. Local systems are encouraged to submit time studies with any request to fund these positions. Supplanting[6] of existing positions is not permitted.

### Cost Allocation

Systems seeking to include cost allocation or indirect costs for employees are allowed. Funding that exceeds 10% of the personnel and fringe benefit (total) is subject to additional scrutiny and must include any methodology for determining the costs.[7]

### Reimbursement for Overspending

A system that spends in excess of the prior year's total system cost can seek reimbursement as a separate line item in the subsequent cost analysis for services.

### Regional Cooperation

The Commission urges efficient models of providing indigent defense. In some communities, multiple funding units may collaborate to deliver indigent defense services. The statutory authority for multiple counties

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[5] *See* MIDC meeting minutes, July 2019.

[6] Supplanting refers to the local funding unit's reduction of local funds for an activity specifically because state funds are available to fund that same activity.

[7] *See* MIDC meeting minutes, June 2019.

cooperating in a regional delivery system model can be found in the Urban Cooperation Act of 1967, at MCL §124.501 et seq.

### Travel

Rates will be appended to the grant contract. Unless local rates apply, any travel related expenses requested for compliance planning shall not exceed the rates provided by the "Schedule of Travel Rates" and the general policies for reimbursement of travel adopted by the State of Michigan.

Absent extraordinary circumstances, no grant funds for out-of-state travel will be allowed in any compliance plans. Travel to visit a client housed in custody in another state constitutes an extraordinary circumstance.

Travel for training out of state will only constitute an extraordinary circumstances if it is necessary to secure specialized training for public defender staff that is not available in Michigan.[8] Public defender offices may seek funding for newly-hired attorneys with fewer than two years of experience practicing criminal defense in Michigan to participate in one basic skills acquisition class in an out of state training program. Systems must pursue any financial aid available to fund attendance for an employee's attendance at an out of state training program.

MIDC grant funding is not permitted for purchasing or leasing automobiles.

MIDC grant funding is not permitted for the cost of parking at an assigned work station unless reimbursement is required by the funding unit's established local employment policies.

### Supplies

Systems can include funding for supplies needed for trial, including demonstrative exhibits and clothing for defendants to wear during court proceedings.

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[8] *See* State of Michigan LARA Out of State Travel Request Authorization form C-100.

# Planning for Compliance with MIDC Approved Standards

## Standard 1 – Training and Education

### General Requirements

Michigan Indigent Defense Commission (MIDC) Standard 1 requires that attorneys shall annually complete at least twelve hours of continuing legal education. Attorneys with fewer than two years of experience practicing criminal defense in Michigan shall participate in one basic multi-day (minimum of 16 hours) skills acquisition class. Time spent in skills training counts towards, and can satisfy, the annual CLE requirement.

Pursuant to MIDC Standard 1.D, system practices that require assigned counsel to subsidize mandatory training will not be approved. Training shall be funded through compliance plans submitted by the local delivery system or other mechanism that does not place a financial burden on assigned counsel.

Standard 1 is an annual training requirement for every attorney each calendar year. Participation in a basic skills acquisition course (skills training) counts towards the annual continuing legal education requirement.

In the grant management system, provide the **names and P#s of all attorneys** who will provide indigent defense in the year covered by the compliance plan. Further identify in that category those attorneys who have practiced criminal defense for two years or less.

All attorneys providing services in the system should be included in the compliance plan, regardless of whether the attorney practices in other systems. Funding for training and individual training requirements may vary by system. In the event of duplicate registration for a single event, the source of payment should default to the funding unit based on the address listed for the attorney in the bar journal. Deviation from the default is allowed if doing so is necessary to meet the requirements of the standard.

In the plan and cost analysis, describe whether the training is part of the 12 hours of annual continuing legal education (CLE) and/or skills training for new lawyers.

Please see the MIDC's website at https://michiganidc.gov/cle/ for more information.

### Permissible Costs

For **new training programs**, identify the cost of set-up and implementation including personnel, contractors, equipment, supplies, and operating expenses including meals at a group rate. For **existing training programs**, identify the number of attorneys to be trained, the courses or programs that will be attended with a cost of registration/tuition (using a rate of $30 per credit hour), travel, and other expenses incurred by the trainees. Attorneys will not be reimbursed at any rate for their time spent in or traveling to training sessions.

No printed materials will be funded if digital materials are provided for training purposes.

### Memberships

For webinars, such as the National Association for Public Defense, use an annual rate of $30/per criminal defense attorney for membership and access to programming.

For the Michigan State Appellate Defender Office's (Criminal Defense Resource Center) online resources, use an annual rate of $50/per criminal defense attorney for membership and access to programming.

MIDC Grant funding will not be awarded for membership to the National Legal Aid and Defender Association (NLADA), the National Association for Criminal Defense Lawyers (NACDL), the Criminal Defense Attorneys of Michigan (CDAM), the Institute for Continuing Legal Education (ICLE), or local bar associations.

## Communication and Plans for Reporting

Attorneys identified by the funding unit to represent adults charged with crimes in the particular system may receive communications from the MIDC's staff regarding training opportunities and requirements for compliance with Standard 1. The MIDC staff will work to efficiently coordinate the statewide roster of attorneys and assist with communicating progress towards compliance with the standard. All attorneys must complete their training and education requirements by December 31 of each calendar year to remain eligible to continue to receive assignments in the following compliance plan year.

Each system must provide a plan for reporting CLE attendance to the MIDC for data collection purposes, pursuant to Michigan Supreme Court Administrative Order 2016-2. Documentation of attendance must be submitted to the MIDC no later than 30 days after completion of the course(s). This documentation should be sent to LARA-MIDC-CLE@michigan.gov.

## Standard 2 – Initial Interview

### General Requirements

This standard requires that when a client is in local custody, counsel shall conduct an initial client intake interview within three business days after appointment. When a client is not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting. Attorneys should be prepared to complete a voucher form for all assigned cases indicating time spent on the assignment, including when and where the initial interview occurred. Alternatively, systems must indicate a method for verifying timely interviews. Sample vouchers are available on the MIDC's website.

This standard further requires a confidential setting for these interviews in both the courthouse and jail. Upon request by an attorney, the system must accommodate the ability to pass legal materials between an attorney and an in-custody client.

### Permissible Costs

If it is necessary to create or alter building space to provide a confidential setting for attorneys and their clients, renovation expenses are allowed up to a maximum of $25,000 per location. Requests exceeding $25,000 will be reviewed with higher due diligence and considered with accompanying documentation for justification.

For all systems undergoing construction to create confidential space, a detail regarding progress on the project will be required quarterly.

If public defender offices need additional attorneys to comply with the initial interview standard, funding units may seek grant funds for personnel.

Other systems may need to change contracting or assigned counsel compensation policies. Funding units, using a contract or rotating assignment system, shall pay attorneys for the initial interview in all assigned criminal cases. Attorneys shall be compensated a reasonable fee for the initial interview, including mileage and travel expenses for clients who are not in local custody. Confidential video visits are permissible for initial interviews with in-custody defendants.

Efficient use of technology (such as the use of Polycom systems) and existing space in courthouses and jails in lieu of construction projects is encouraged to ensure and facilitate confidential interview space. Equipment can be included in the cost analysis of the compliance plan.

## Standard 3 – Investigation and Experts

### General Requirements

This standard requires counsel to conduct an independent investigation. When appropriate, counsel shall request funds to retain an investigator to assist with the client's defense. Counsel shall request the assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Counsel has a continuing duty to evaluate a case for appropriate defense investigations or expert assistance.

Funding units may seek grant funds to employ licensed investigators as needed to comply with Standard 3, and/or seek grant funds to contract with investigators or any expert witness identified as necessary to assist with the defense of an indigent client.

Non-assigned (i.e., retained, *pro bono*) counsel representing adult clients who become indigent during the course of the representation and who are in need of expert or investigative services may seek use of indigent defense funding for these resources from the system pursuant to case law[9] and/or the local system's policy.

### Permissible Costs

Expenses for investigators will be considered at hourly rates not to exceed $75. Expenses for expert witnesses will follow a tiered level of compensation based on education level and type of expert[10] not to exceed these amounts:

- High School or Equivalent $30/hr
- Associate's Degree $50/hr
- Bachelor's Degree $70/hr
- Master's Degree $85/hr
- Crime Scene and Related Experts $100/hr
- CPA/Financial Expert $100/hr

[9] *See, e.g., People v. Kennedy*, 502 Mich. 206 (2018).

[10] The table of expert hourly rates is adopted from the guidelines published by the North Carolina Indigent Defense Services Commission. Variations will be considered on a case-by-case basis.

- Pharmacy/PharmD $125/hr
- Information Technology Experts $150/hr
- Ph.D./Licensed Doctor $200/hr
- Medical Doctor $250/hr
- MD with Specialty (e.g., Psychiatrist, Pathologist) $300/hr

Unless there is a demonstrated need, each indigent defense system will be limited to a capped amount of funds for investigators and experts based on the total new circuit adult criminal filings within the jurisdiction in the most recent calendar year, as reported and certified with the State Court Administrative Office. Systems within district courts of the 3rd class are considered in Tier I unless special circumstances are presented.

- 0 - 499 cases/year = Tier I - $10,000
- 500 - 999 cases/year = Tier II - $25,000
- 1,000 – 9,999 cases/year = Tier III - $50,000
- Over 10,000 cases/year = Tier IV – To be determined bases on further discussion and review of records of the system(s)

All funding units must have an approved line item for using experts and investigators in the local court system. The funding unit should reimburse these service providers directly based upon a proper accounting of time spent during the grant reporting period. Systems should report whether an expert or investigator was requested, approved, or denied in a particular case to ensure compliance with the standard. The MIDC rates should be used unless a higher rate is specifically authorized by a system for the case. Experts and investigators should be reimbursed for travel related to their work on a case.

## Standard 4 – Counsel at First Appearance and Other Critical Stages

### General Requirements

Every system in Michigan is required to make an attorney available for an adult charged with a crime facing the loss of his or her liberty. All persons determined to be eligible for indigent criminal defense services shall also have appointed counsel at pre-trial proceedings, during plea negotiations and at other critical stages, whether in court or out of court. A "critical stage" is any proceeding involving the potential for loss of liberty.

This Standard does not prevent an adult charged with a crime from representing themselves during any proceeding, including the arraignment. All defendants should be given an opportunity to meet with counsel prior to an arraignment where liberty is at stake. Information about waiving counsel should be provided by the court system, preferably by counsel employed to meet this standard.

In virtually all systems, the attorney at the first appearance is not necessarily going to be the attorney appointed to the case. Attorneys providing this service should be paid consistent with the approved costs for these services.

Systems will be required to report specific information about every arraignment including the number of total arraignments and breakdown of representation in any of the following categories: retained counsel, assigned counsel, waiver of counsel by defendant, or counsel not present. Guilty pleas submitted to courts outside of the arraignment process ("counter" pleas or "plea by mail") must be tracked and reported by the system. Systems that will not accept a guilty plea at arraignment and will issue personal bonds do not need to make an attorney available at the initial appearance before a magistrate or judge.

## Permissible Costs

Funding Units with public defender systems may seek grant funds to hire defense attorneys to comply with the standard for counsel at first appearance.

Funding units using a contract or rotating assignment system shall pay attorneys for the first appearance in a criminal case. A flat-rate can be paid to an attorney to be available on an on-call basis; until the approval of Standard 8 providing more specific guidelines, counsel shall be paid a reasonable fee.

Where appropriate and where it will not unreasonably degrade the quality of representation, technology should be used to ensure the effective representation of indigent defendants. Attorneys may use telephone or video services to facilitate the appearance at arraignment.

In addition to all trial proceedings, funding under this standard can include defense attorney representation or participation in the following matters:

- Criminal contempt and/or show-cause hearings
- District to Circuit Court appeals
- Problem Solving Courts and Swift and Sure Sanctions Probation Programs
- Restitution Hearings
- Pre-Sentence Investigation Interviews

MIDC grant funding shall not be used to compensate standby counsel when the defendant has invoked the constitutional right of self-representation.

### Services Outside of Adult Criminal Case Representation

The MIDC is cognizant that other legal concerns often exist for indigent clients outside of the criminal trial court and supports local decisions to develop and use best-practice defense services for all those in need.

For example, a few local funding units employ attorneys within their public defender offices to represent youth in delinquency or other probate hearings; some employ administrators to manage the rosters of juvenile defense attorneys; others have considered partnering with local civil legal services to provide increased holistic defense.

Local systems should identify and delineate those costs if they have expanded their legal services to indigent clients outside of the scope of the MIDC Act or are considering such an expansion to ensure they are meeting their current grant contract agreements. The MIDC regional manager team can help systems implement best-practices while ensuring all contract agreements are upheld.

## Standard 5 – Independence from the Judiciary

A managed assigned counsel system (hereafter, "MAC") is a model that can be used either in coordination with the public defender office or alone to provide indigent defense services in communities at the trial level. This system has independence with oversight by a government-appointed or non-profit agency commission, or by the Executive Branch. MAC is an ideal system to guarantee participation of a vibrant private bar in the delivery of indigent defense.

As with a public defender office, a county or regional MAC can be a very good way to comply with the MIDC standards and best practices:

- MAC can coordinate a program to train attorneys to work on assigned cases;
- MAC can provide resources for prompt meetings with clients and condition participation on these meetings;
- MAC can coordinate contracting of investigators or experts, and even retain investigators on staff;
- MAC can specifically assign counsel at first appearance.

MAC could also comply with many proposed standards including qualifications and evaluations of assigned counsel by having a framework for evaluating the attorneys on the roster and setting requirements for different sorts of cases. MAC can enforce caseload limitations on roster attorneys and establish fair compensation if properly resourced.

As a best practice, systems using a MAC administration model should create a process for reviewing or appealing decisions of the MAC administrator.

## Compliance Plan Submission

**Step 1**

- Compliance Plans submitted to the MIDC

**Step 2**

- Plans logged in central log

**Step 3**

- Plans reviewed by Regional Manager

**Step 4**

- Plans reviewed by Grant Manager

**Step 5**

- Plans reviewed by Senior Staff
  - Plans that require no additional review are forwarded to the Commission
  - Plans that require additional review are forwarded to a committee of Commissioners

**Step 6**

- Plans reviewed by the Commission
  - Plans disapproved shall be resubmitted within 60 days
  - After three submissions, dispute resolved by mediation

# Compliance Reporting by Indigent Defense Systems

*The contract executed between the MIDC and the local system is the primary source of information about specific reporting obligations. This portion of the guide is provided for the convenience of stakeholders seeking information about reporting.*

## Resources

Please consult the MIDC's website at https://michiganidc.gov/grants/ for regularly updated information about reporting, webinars, checklists, and templates.

## Distribution of Funding

The Department of Treasury has established a new fund within the local chart of accounts. The sole purpose of this fund shall be for accepting the grants funds from the MIDC and charging all plan-related costs to this fund. The system's "local share" must also be deposited in this fund during the course of the grant contract period, and no later than the end of the contract term.

Systems will work with the MIDC staff to finalize a budget consistent with the cost analysis approved by the MIDC. This process may require assignment of spending between state and local funding sources. Funding must only be used as set forth in the approved plan and cost analysis.

Systems will receive a contract from the MIDC upon approval of the system's compliance plan *and* cost analysis by the Commission. Once the contract is fully executed, the MIDC will distribute grants to the system consistent with the approved budget and as set forth in the system's approved plan. The MIDC will distribute 50% of the approved state grant within 15 days of the contract being executed by all parties. The timeframe for compliance with the approved plan will begin on the date of the initial distribution. Each system will submit a progress report describing compliance with the plan on a quarterly basis, together with a financial status report detailing expenses incurred that quarter. If it is determined that the total amount of funding awarded in the previous year's grant was not fully expended or that grant money was used for a purpose outside of the compliance plan, those funds must be repaid to the MIDC, or if not repaid, must be deducted from future grant amounts. MCL 780.993(15).

## Dates for Distribution of MIDC Grant Funding

- Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement
- 25% disbursement – May 15
- 25% disbursement – August 14 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in the grant contract.

## Reporting Required

### Financial Status Report (FSR)

Each system is required to provide a report on the expenses incurred for implementing the plan for indigent defense delivery. The system should use a form provided by the MIDC to detail the total system costs and identify the source of funding: the local share, MIDC funding, or other sources (i.e., Michigan Department of Corrections[11]). The FSR must be supported with documentation for the expenses to be eligible for reimbursement. Receipts for purchases, payroll, documentation, and vouchers from direct service providers should be attached to the FSR. Systems with personnel must submit time sheet(s), time certification(s), or a time study with quarterly reporting when requested by MIDC staff or with any request by the system to modify the personnel position(s).

Expenses are eligible for payment if incurred during the grant contract period (on or after October 1 of the grant contract year).

[11] Local funding units are required to report reimbursements received from the Michigan Department of Corrections for which funding is also provided through the MIDC grant as part of program income and report it quarterly or at the end of the fiscal year in the final quarterly report. *See* MIDC meeting minutes, April 2020.

## Compliance Plan Progress Report (PR)

A short program report detailing in narrative form the system's progress towards fully implementing the compliance plan is required quarterly. This report should complement the FSR and offer context about the expenses incurred during the specified timeframe.

The funding units will be asked for basic information in each report to ensure the MIDC has the appropriate points of contact and authorizing officials, as well as a list of all attorneys with P#s assigned by the system to represent indigent adults charged with crimes. Approved compliance plans addressed each standard individually, and reporting should track compliance with the standards according to the plan. The progress report will mirror this approach and collect information regarding new case filings, assignments to attorneys, and compliance with Standards 1, 2, 3, and 4 as set forth in the approved plan.

## Due Dates for Reporting

- Initial FSR and compliance report for October 1 – December 31 due on January 31st
- 2nd FSR and compliance report for January 1 – March 31 due on April 30th
- 3rd FSR and compliance report for April 1 – June 30 – due on July 31st
- Final FSR and compliance report for July 1 – September 30 – due no later than October 31, together with a report of the unexpended balance in the account used for adult indigent criminal defense services.

Every system is required to annually submit a plan for compliance for the next state fiscal year during the timeframe and in the manner established by the MIDC.

## Adjustments to Approved Plans or Budgets

The MIDC is mindful that many systems submitted a plan for compliance and cost analysis nearly one year prior to funding distribution. While adjustments to the cost analysis will be necessary in many instances, there should be no substantial changes to the delivery system method set forth in the plan itself without prior approval from the Michigan Indigent Defense Commission. A "substantial change" is one that alters the method of meeting the objectives of the standard(s) in the approved plan. For example, a system with an approved plan for a public defender office that would instead prefer to maintain a contract system would constitute a "substantial change" to the approved plan.

Any system seeking a substantial change to their **compliance plan** must contact their Regional Manager for guidance on that process, which will require a written request, justification for the change, and multi-level staff review prior to consideration by the Commission. Substantial changes to a compliance plan will not be recommended for approval to the Commission absent extraordinary circumstances.

Adjustments to a system's approved **contract budget** must be communicated promptly to the Regional Manager. Once a cost analysis has been approved by the MIDC, the award total cannot increase, but adjustments within the award total can be allowed. Please contact your Regional Manager for guidance with budget adjustments. Budget adjustments will be processed with other quarterly reporting documents unless extraordinary circumstances require action sooner.

- Deviation allowance: If the adjustment involves redistributing less than 5% of the budget category total, (e.g., "equipment"), then the adjustment must be reported in the next quarterly FSA.
- A budget adjustment involving greater than 5% of the aggregate of all funding within a budget category requires prior written approval by the MIDC Staff and must be reported to the MIDC as

soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.

The system is required to use the MIDC's budget adjustment form for any budget adjustment request and must obtain approval of MIDC staff prior to making any changes to the contract budget.

All adjustments to the approved cost analysis will be reported to the MIDC during regularly scheduled meetings, or as requested by the Commission.

## Evaluation of Plans

All systems will be reviewed for compliance with the MIDC's standards, the approved plan and the approved cost analysis. A complete rubric for evaluation is available on the MIDC's website, a portion of which is displayed below:

FUNDING UNIT: ____________________________________

Date of Required Compliance: ________________________

Date of Evaluation: _________________________________

| STANDARD 1 | TOTAL POSSIBLE POINTS | TOTAL POINTS AWARDED | COMMENTS |
|---|---|---|---|
| Has the attorney list been updated and submitted in the most recent quarter? | 3 | | |
| Has a process been established and implemented to pay for and confirm attorney training (including for new attorneys to complete skills training)? | 3 | | |
| *Have attorneys either completed 12 hrs of CLE or been removed from the list?* | *non-point question* | | |
| | | | |
| **STANDARD 2** | | | |
| Have confidential meeting spaces been established or have sufficient steps been taken toward this end? | | | |
| In holding facilities/jails | 3 | | |
| In courtrooms - out-of-custody clients | 3 | | |
| In courtrooms - in-custody clients | 3 | | |
| *Are the confidential meeting spaces adequate?* | *non-point question* | | |
| *Are defense attorneys using the confidential meeting space?* | *non-point question* | | |
| Are attorneys being appointed and notified in a timely and effective fashion? | 3 | | |
| Is the system verifying invoices/other documents to ensure timely client interviews? | 3 | | |
| Are attorneys being paid for initial interviews? | 3 | | |
| *Does the system have a process to manage attorney non-compliance?* | *non-point question* | | |
| *Are all attorneys meeting with clients within 3 business days?* | *non-point question* | | |
| | | | |
| **STANDARD 3** | | | |
| Does a process exist for attorneys to seek funding for experts and investigators? | 3 | | |
| Have attorneys been notified of the process? | 3 | | |
| *Are requests being tracked by the system?* | *non-point question* | | |
| *Have any attorneys utilized this process?* | *non-point question* | | |
| *What is the breakdown between requests granted and denied?* | *non-point question* | | |

# *City of Romulus*

## *Mayor's Report – Robert A. McCraight, Mayor*

Council Meeting Held: **December 6, 2021**

Item No. C.

General Description: Option Agreement to Purchase Communications Easement - 6900 Wayne Road

---

**Resolution No. ___________________**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

*City of Romulus*

**INTEROFFICE MEMORANDUM**

**TO:** The Honorable Romulus City Council

**FROM:** Mayor Robert A. McCraight

**SUBJECT:** Option Agreement to Purchase Communications Easement Communications Tower Romulus Fire Station #3 6900 Wayne

**DATE:** December 1, 2021

---

I concur with the recommendation of Victoria Trush, Assistant Finance Director and Steve Hitchcock, City Attorney and respectfully request Council's concurrence and adoption of the attached resolution authorizing the Mayor and Clerk to enter into the Option Agreement to Purchase Communications Easement, and Easement and Assignment Agreement for 6900 Wayne Road Romulus, MI 48174 with American Towers, LLC. Upon adoption of the resolution, the City of Romulus shall receive a lump sum payment of $600,000.00.

Motion by__________, supported by _________, to concur with the administration and legal and adopt the attached resolution authorizing the Mayor and Clerk to enter into the Option Agreement to Purchase Communications Easement, and Easement and Assignment Agreement for 6900 Wayne Road Romulus, MI 48174 with American Towers, LLC. Upon adoption of the resolution, the City of Romulus shall receive a lump sum payment of $600,000.00.

# MEMORANDUM

DATE: November 30, 2021

TO: Mayor Robert A. McCraight and Honorable Council Persons

FROM: Victoria Trush, Assistant Finance Director

SUBJECT: Option Agreement to Purchase Communications Easement

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This option agreement would give perpetual easement rights of the cell tower located at 6900 Wayne Rd to American Tower LLC in exchange for a one time lump sum payment of $600,000. This agreement would supersede the existing lease contract at this location. Please see attached attorney option letter for further details.

I would like to recommend, at this time, that City Council authorize the Mayor and Clerk to enter into the attached Option Agreement (included Attachment A) as presented. This agreement has been reviewed, and approved by the City Attorney, Steve Hitchcock.

If you should have any additional questions or we could be of any further assistance, please do not hesitate to contact the Finance Department.

Sincerely,

Victoria Trush
Assistant Finance Director
City of Romulus

# RESOLUTION

**The City of Romulus, a Michigan municipal corporation**

At a public meeting held on December 6, 2021, the undersigned, the City Council, passed the following resolution:

1. City has leased or subleased a portion of land to **American Towers, LLC, a Delaware limited liability company** (or its predecessor in interest), (hereinafter "**Buyer**") under a Communications Site Lease Agreement originally dated March 10, 2009 (as the same may have been amended, the "**Lease**").

2. City and Buyer desire to enter into an Option Agreement to Purchase Communications Easement, and an Easement and Assignment Agreement (collectively, the "**Easement**") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the City and Buyer will provide a series on installment payments to City as more fully set forth in the Easement.

3. City is a legal entity and in full compliance with all applicable laws required by the state in which City is located and originally created.

4. The City hereby consent to the Easement and all provisions therein and declare that City is hereby authorized to enter into the Easement with Buyer.

5. The City also declares that it has full legal authority to bind City under the laws of the State of Michigan upon which City's property is located and City has the full authority to execute any and all agreements on behalf of City and to nominate individuals to act on City's behalf.

6. The City hereby nominates the below listed individuals (the "Nominees") as attorney-in-fact to execute the Easement of behalf of City, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominees shall have full power and authority to act on behalf of City for the sole purpose of completing the Easement transaction. In addition, the Nominees shall have full authority to direct the manner in which all payments will be made by Buyer to City pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event of a wire payment is made by Buyer.

**NOMINEES:** (Print Names) Robert A. McCraight, Mayor

Ellen Craig-Bragg, Clerk

(Address) 11111 S. Wayne Road

Romulus, MI 48174

7. This document shall become effective as of the date of the last notarized signature of City list below.

8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended by addendum or other instrument that is fully executed and notarized by City listed hereunder.

## WITNESS AND ACKNOWLEDGEMENT

STATE OF MICHIGAN

COUNTY OF WAYNE

On this _________ day of _________________, 2021, before me, the undersigned Notary Public, personally appeared Robert A. McCraight and Ellen Craig-Bragg, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

______________________________ Robert A. McCraight, Mayor

______________________________ Ellen Craig-Bragg, Clerk

WITNESS my hand and official seal.

______________________________

Notary Public

Print Name: ______________________________

My Commission Expires: ______________________________

<u>**OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT**</u>

THIS AGREEMENT (this **"*Option Agreement*"**) is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **American Towers LLC, a Delaware limited liability company** ("***Buyer***") and **The City of Romulus, a Michigan municipal corporation** ("***Seller***") (Buyer and Seller being collectively referred to herein as the "***Parties***").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "***Option***") to purchase a communications perpetual, exclusive easement and perpetual, non-exclusive access and utility easement (collectively, the **"Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as <u>**Exhibit A**</u> and incorporated herein by reference (the "***Easement Agreement***"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of Wayne, State of Michigan (the "***Premises***"), and on which Buyer currently leases or subleases land from Seller pursuant to the terms of that certain Communications Site Lease Agreement dated March 10, 2009 (as the same may have been amended and modified from time to time, the "***Lease***"). The Seller shall also assign to Buyer all of Seller's right, title and interest in the Lease, including, but not limited to, Seller's right to collect any rent as described in the Lease. The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.

2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by countersigning the Easement Agreement and paying to Seller an amount equal to **Six Hundred Thousand and No/100 Dollars** (**$600,000.00**) [the "***Purchase Price***"] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the "**Closing**". Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Lease, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, **City of Romulus MI**. From and after the Option Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises or the Lease, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the Termination Date (as defined below).

3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the $180^{th}$ day following the Effective Date (said date being referred to herein as the "***Termination Date***"). Between the Effective Date and the sooner of the date of Closing or Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement ("***NDA***") from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller's best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will exercise the Option without an NDA, in which case Seller shall provide Buyer with authorization to verify Seller's credit

worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.

5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.

6. The Parties agree and intend for this Option Agreement to be a legally binding contract and for the terms of this Option Agreement (as well as any information furnished to Seller by Buyer in connection herewith) to remain confidential. Except for Seller's family, attorney or broker, if any, or if required pursuant to a court action or applicable law, Seller shall not disclose the terms of this Option Agreement without the prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Option Agreement.

7. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.

8. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: 1111 Wayne Rd. Romulus, MI 48174; To Buyer at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before December 24, 2021.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

**BUYER:**

**American Towers LLC,**

**a Delaware limited liability company**

Signature: ___________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**SELLER:**

**The City of Romulus,**

**a Michigan municipal corporation**

Signature: ____________________________
Print Name: ___________________________
Title: _________________________________
Date: _________________________________

Signature: ____________________________
Print Name: ___________________________
Title: _________________________________
Date: _________________________________

# EXHIBIT A

# [EASEMENT AGREEMENT TO FOLLOW]

***Prepared by and Return to:***
Attorney, Kenneth Prince, Land Management
Site No: 283483
Site Name: ROMULUS MI
c/o American Tower
10 Presidential Way
Woburn, MA 01801

**<u>Prior Recorded Lease Reference:</u>**
Book 56609, Page 45
Document No:2021174953
State of Wayne
County of Michigan

(Recorder's Use Above this Line)

**STATE OF MICHIGAN**

**Assessor's Parcel No.: 80-020-99-0054-000**

**COUNTY OF WAYNE**

**EASEMENT AND ASSIGNMENT AGREEMENT**

This Easement Agreement ("***Agreement***") dated as of ________________, 202_ (the "***Effective Date***"), by and between **The City of Romulus, a Michigan municipal corporation** ("***Grantor***") and **American Towers LLC, a Delaware limited liability company** ("***Grantee***").

**<u>BACKGROUND</u>**

Grantor is the owner of the real property described in **<u>Exhibit "A"</u>** attached hereto and by this reference made a part hereof (the "***Premises***''). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**<u>AGREEMENTS</u>**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Grant of Easements</u>. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "***Exclusive Easement***") in and to that portion of the Premises more particularly described on **<u>Exhibit "B"</u>** attached hereto and by this reference made a part hereof (the "***Exclusive Easement Area***"); and (ii) a perpetual, non-exclusive easement (the "***Access and Utility Easement***"; the Exclusive Easement and Access and Utility Easement, collectively, the "***Easements***") in and to that portion of the Premises more particularly described on **<u>Exhibit "C"</u>** attached hereto and by this reference made a part hereof (the "***Access and Utility Easement Area***"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "***Easement Areas***"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

2. <u>Private Easement</u>. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "***Term***") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Agreement as provided in this section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and shall restore, subject to the condemnation provisions set forth herein, the Exclusive Easement Area to its original condition, reasonable wear and tear and casualty excepted. In the event Grantee, or its successors, abandons its use of the Easements, then Grantor, or its successors, may terminate this Agreement and the Easements conveyed herein by providing legally sufficient evidence of such abandonment and following such termination all right and title to the land constituting the Easement Areas shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents, use the Easement Areas in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Exclusive Easement Area) for a consecutive period of three (3) years, and, following the expiration of such three (3) year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting such abandonment.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "***Permitted Parties***") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises that are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of the same by Grantor. Anything to the contrary notwithstanding, Grantor shall not be entitled to reimbursement from Grantee for any costs associated with an increase in the value of Grantor's real property calculated based on any monetary consideration paid from Grantee to Grantor. Additionally, Grantor is only eligible for reimbursement by Grantee for any applicable taxes if Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "***Hazardous Materials***" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "***Environmental Laws***" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this

Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("***Grantee's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "***Holder***") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee: American Towers LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801

To Grantor: The City of Romulus, MI
1111 Wayne Rd.
Romulus, MI 48174

With copy to: American Towers LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

20. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Communications Site Lease Agreement dated March 10, 2009 originally by and between MetroPCS Michigan, Inc., a Delaware corporation and The City of Romulus, a Michigan municipal corporation as amended from time to time (collectively, the "***Lease***"), as evidenced by that certain memorandum of lease recorded in the records of Wayne County, Michigan. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

21. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit

land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

22. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "***Survey***") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

25. Indemnification. Grantee shall and hereby does indemnify and hold Grantor harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "***Losses***"), whether to persons or property, arising directly from Grantee's negligence, gross negligence or willful misconduct in its use of the Easements and the negligence, gross negligence or willful misconduct of Grantee's employees, agents, contractors, guests, licensees, or invitees in their use of the Easements; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantor or any of Grantor's employees, agents, contractors, and/or invitees. Grantor shall and hereby does indemnify and hold Grantee harmless from all Losses, whether to persons or property, arising directly from Grantor's negligence, gross negligence or willful misconduct in its use of the Premises and the negligence, gross negligence or willful misconduct of Grantor's employees, agents, contractors, guests, licensees, or invitees in their use of the Easements; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Grantee or any of Grantee's employees, agents, contractors, and/or invitees.

[*END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

**The City of Romulus,**
**a Michigan municipal corporation**

Signature: ______________________________
Print Name: _____________________________
Title: __________________________________
Date: __________________________________

**2 WITNESSES**

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: ________________ [SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

| | |
|---|---|
| **GRANTEE:** | **2 WITNESSES** |
| **The City of Romulus,**<br>**a Michigan municipal corporation** | |
| | Signature: ______________________________<br>Print Name: _____________________________ |
| Signature: ______________________________<br>Print Name: _____________________________<br>Title: __________________________________<br>Date: __________________________________ | Signature: ______________________________<br>Print Name: _____________________________ |

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this the ____ day of _________________ 202___, before me, the undersigned Notary Public, personally appeared ________________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

___________________________________
Notary Public
My Commission Expires: _____________________________ {Seal}

**Attachments:**
Exhibit "A" – Premises
Exhibit "B" – Exclusive Easement Area
Exhibit "C" – Access and Utility Easement Area

**Exhibit "A"**
**The Premises**

*This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises*

**The following described premises situated in the Township of Romulus County of Wayne and Sate of Michigan, to-wit:**

**The part of the S. E. 1/4 of Section 5, described as beginning at a point on the West line of Wayne Road distant North 30 degrees 49 minutes West 71.52 feet North 87 degrees 50 minutes 50 seconds, West 71.52 feet, North 30 degrees 49 minutes West 927.07 feet from the intersection of the center line of Wayne Road with the center line of Ecorse Road, thence North 87 degrees 07 minutes 30 seconds, West 367.15 feet to the Southeasterly line of Waynecorse Boulevard, thence along said Southeasterly line North 36 degrees 38 minutes 30 seconds, East 108.15 feet, thence South 87 degrees 07 minutes 30 seconds, East 246.85 feet to the Southwesterly line of Wayne Road, thence South 30 degrees 49 minutes East 108.15 feet along said Southwesterly line to the point of beginning.**

**AND BEING the same property conveyed to Township of Romulus, a municipal corporation from Raymond Sinkiewicz and Lottie Sinkiewicz, his wife by Warranty Deed dated December 18, 1959 and recorded March 22, 1960 in Deed Book 14172, Page 687.**

Site No: 283483
Site Name: ROMULUS MI

**EXHIBIT "B"**

**Exclusive Easement Area**

*This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements*

All that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1146.02 feet along the south line of said Section 5; thence North 02°45'32" East 842.58 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 02°45'32" East 38.00 feet; thence South 87°14'28" East 60.00 feet; thence South 02°45'32" West 38.00 feet; thence North 87°14'28" West 60.00 feet to the place of beginning of this description.

Site No: 283483
Site Name: ROMULUS MI

**EXHIBIT "C"**
**Access and Utility Easement Area**

*This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utility Easement Area*

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

A 20.00 foot wide easement in that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan, the centerline of which is described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1162.03 feet along the south line of said Section 5; thence North 02°45'32" East 844.08 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 02°45'32" East 54.67 feet to point "A"; thence North 87°14'28" West 24.30 feet to the Northeasterly right of way line of Waynecourse Boulevard for the place of ending of this centerline description; thence recommencing at the aforedescribed point "A" FOR THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 87°14'28" East 48.09 feet to the place of ending of this centerline description. The sidelines should be lengthened or shortened to intersect the southeasterly right of way line of Wayne course Boulevard.

And:

A variable width easement in all that part of the Southeast ¼ of Section 5, Township 3 South, Range 9 East, City of Romulus, Wayne County, Michigan described as: Commencing at the Southeast corner of said Section 5; thence North 87°50'50" West 1162.03 feet along the south line of said Section 5; thence North 02°45'32" East 844.08 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 87°14'28" East 60.00 feet; thence North 02°45'32" East 8.62 feet; thence South 87°09'23" East 56.74 feet; thence North 41°40'34" East 31.62 feet; thence South 86°41'04" East 41.30 feet; thence South 60°11'28" East 53.95 feet; thence South 87°06'46" East 42.59 feet to the westerly right of way line of Wayne Road; thence South 30°49'00" East 23.95 feet along said right of way line; thence North 87°11'14" West 60.67 feet; thence North 60°11'28" West 54.03 feet; thence North 86°41'04" West 26.92 feet; thence South 41°40'34" West 31.58 feet; thence North 87°07'30" West 132.32 feet; thence North 02°53'44" East 11.27 feet; thence South 87°14'28" East 6.05 feet to the place of beginning of this description.

# <u>Instructions for completing the Resolution and Consent Affidavit</u>

**IMPORTANT INFORMATION BELOW**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Site No: 283483
Site Name: ROMULUS MI

***Prepared by and Return to:***
Attorney Kenneth Prince, Land Management
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Tax Parcel ID No: 80-020-99-0054-000

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**RESOLUTION AND CONSENT AFFIDAVIT**

**The City of Romulus, a Michigan municipal corporation**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees (collectively "***Affiants***") of the above referenced entity (the "***Seller***"), hereby declare and resolve the following:

1. Seller (*or its predecessor in interest*) has leased or subleased a portion of land to **American Towers LLC, a Delaware limited liability company** (*or its predecessor in interest*), (hereinafter "***Buyer***") under a Communications Site Lease Agreement originally dated March 10, 2009 (as the same may have been amended, the "***Lease***").

2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement, and an Easement and Assignment Agreement (collectively, the "***Easement***") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.

3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located and originally created, or if not in compliance, the Affiants listed hereunder are all the only legal and equitable interest owners of Seller and are the only Members, Partners, Directors, Shareholders or Trustees of Seller.

4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.

5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State or Commonwealth upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.

6. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute the Easement on behalf of Affiants and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in which all payments will be made by Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

| | | |
|---|---|---|
| **NOMINEE**: | (Print Name) | ________________________________ |
| | (Address) | ________________________________ |
| | | _________________________________ |

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.

8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURE AND NOTARY PAGES NEXT*]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 1**

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

**2 WITNESSES**

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 2**

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

**2 WITNESSES**

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

Site No: 283483
Site Name: ROMULUS MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 3**

Signature: ______________________________
Print Name: _____________________________
Date: ___________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

**2 WITNESSES**

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: _______________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 4**

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

**2 WITNESSES**

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 5**

Signature: ______________________________
Print Name: _____________________________
Date: __________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

**2 WITNESSES**

Signature: ______________________________
Print Name: _____________________________

Signature: ______________________________
Print Name: _____________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: ________________ {Seal}

Site No: 283483
Site Name: ROMULUS MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 6**

Signature: _______________________________
Print Name: ______________________________
Date: ___________________________________

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______%

**2 WITNESSES**

Signature: _______________________________
Print Name: ______________________________

Signature: _______________________________
Print Name: ______________________________

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of ______________________

County of _________________________

On this ____ day of ______________________, 202___, before me, the undersigned Notary Public, personally appeared _______________________________________________, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________
Notary Public
Print Name: __________________________
My commission expires: ________________

{Seal}

Site No: 283483
Site Name: ROMULUS MI

Direct Dial: 248.457.7024
Email: sjh@gmhlaw.com

November 29, 2021

City Council
City of Romulus
11111 S. Wayne Road
Romulus, MI 48174

**RE: *Tower Located at 6900 Wayne Road (closed firestation)***

Dear Council Members:

Enclosed you will find a proposed option agreement to purchase a perpetual easement on the above captioned property by American Tower. The City currently has a lease and easement with American Tower located on the City property. The city is receiving $2,161.39 per month in rent which has a 4% increase CPI increase nearly. The current lease for this site includes options for forty years into the future but may also be terminated by American Tower with thirty days' notice.

The City was first approached by American Tower about reducing the amount of the rent for this property and reducing any CPI in the lease. In light of the fact that there has been a large number of consolidations going on and may continue to go on in the future by cell phone companies, the use of these towers does not appear to be increasing since every time there is a merger, there is an overlapping of towers by the two companies that merged. The finance department and I spoke with American Tower about adding a perpetual easement for a lump sum amount. After some negotiation, they have proposed entering into this option agreement for a perpetual easement on this property for the amount of $600,000.00 which would be paid in a lump sum to the City. It also provides that if there is a discontinuance of the use of this tower for a three-year period that it is considered abandoned by American Tower and the perpetual easement will cease.

If approved the City would no longer receive the lease payments but would receive the above payment. If this tower were to continue to be used for the next forty years, then the City would be better off continuing to accept the lease payments than entering into this agreement. However, given the conditions of cell tower market and the fact that under the current lease, American Towers is only required to give the City thirty days' notice, for its intent to terminate the lease with no additional payments to the city, I recommend approval by Council. Attached is the resolution required by American Tower to enter into the permanent easement.

Should you have any questions, please call.

Very truly yours,

GIARMARCO, MULLINS & HORTON, P.C.

Stephen J. Hitchcock

SJH/ss

Enclosure: Resolution

# City of Romulus

# Mayor's Report – Robert A. McCraight, Mayor

Council Meeting Held: **December 6, 2021**

Item No. D.

General Description: ITB 21/22-09 Official Publications Newspaper 2022

---

**Resolution No. ___________________**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

---

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED

*City of Romulus*

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**INTEROFFICE MEMORANDUM**

---

**TO:** The Honorable Romulus City Council

**FROM:** Mayor Robert A. McCraight

**SUBJECT:** ITB 21/22-09 Official Publications Newspaper 2022

**DATE:** December 1, 2021

---

It is necessary to select an Official Publications Newspaper for the publication of all City notices for the 2022 Calendar year. Bids were let and two bid packages were received for consideration. City Clerk Ellen Craig-Bragg has reviewed the bid packages and defers to City Council to select the successful bidder.

In accordance with Romulus City Charter, Section 6.12 "Official Newspaper" an official newspaper must be selected by City Council *"at or prior to its first regular meeting in December of each year"*.

Maria Farris, Finance Director, has verified funds for this acquisition have been budgeted and are available in the General Fund, Clerk and Elections, Printing & Publications Expense accounts #101-215-900.000 and #101-262-900.000.

> Should City Council select Associated Newspapers as the 2022 official newspaper the motion should include at a per column inch price of $4.75 per inch and are currently only doing virtual.
>
> Should City Council select the Telegram News as the 2022 official newspaper the motion should include at a per column inch price of $6.00 per inch for the printed version or they are offering a virtual only price of $3.00 per column inch.

Motion by__________, supported by _________, to award Bid ITB 21/22-09 Official Publications Newspaper for the publication of all City notices to ____________for the calendar year 2022 at a per column inch price of _____ per inch.

# MEMORANDUM

**DATE:** December 01, 2021

**TO:** Mayor Robert A. McCraight

**FROM:** Gary Harris, Purchasing Director

**SUBJECT:** ITB 21/22-09 2022 OFFICIAL NEWSPAPER

---

Bids were solicited for a one year contractual services contract with a qualified publisher for the purpose of establishing the official newspaper for the publishing of all legal notices for the City of Romulus, Clerk's Office.

On November 12, 2021 notice of the bidding opportunity and copies of the solicitation documents were posted on the MITN Purchasing Group page of Bidnet Direct.. 74 companies were notified of the bidding opportunity and of them, 5 downloaded the bid.

Per section 6.12 of the City Charter
*At or prior to its first regular meeting in December of each year, the Council, after investigating the circulation, rate, quality of printing, deliveries and responsibility of available newspapers, and after receiving bids, shall designate some newspaper of general circulation in the City which is qualified to publish legal notices under the laws of the State of Michigan, as the official newspaper of the City for the next twelve (12) months.*

On November 30, 2021, two bids were received and publicly opened.

Pricing- Associated Newspapers is $4.75 per column inch and currently are only offering a virtual publication.
Telegram Newspaper is $6.00 per column inch for the printed version or they are offering a virtual only price of $3.00 per column inch.

Please note, Associated Newspapers has an exception to the bid specifications as they are not currently accepting faxed legals. Although we do not send legals via fax, the below language is in the bid specifications:
5. Bidder must be capable of receiving notices prepared by the City of Romulus in all of the following manners and formats:
a. Text copies via facsimile device;
b. Text copies via electronic transfer;
c. Graphic copies via electronic transfer;
d. Text and/or Graphic copies via in-person pick up by vendor from the City Clerk's office upon request.
e. Camera ready slicks

Maria Farris, Finance Director has verified that funds for this acquisition have been budgeted for and are available in the General Fund, Clerk and Elections, Printing & Publications Expense Accounts (101-215-900.000 & 101-262-900.000).

If I can be of any further assistance to you regarding this matter, please contact me.

Gary Harris,
Purchasing Director

Romulus
Home of Opportunity

# Memo

**To:** Gary Harris, Purchasing Director

**From:** Ellen L. Craig-Bragg, City Clerk

**Cc:** D'Sjonaun Hockenhull, Deputy City Clerk

**Date:** November 30, 2021

**Re:** Bid ITB 21/22-09, 2022 Official Newspaper

---

I am requesting that Bid ITB 21/22-09, 2022 Official Newspaper, be placed on the December 6, 2021, Council meeting agenda under the Mayor's report and request for Council vote to designate an official newspaper for the City of Romulus in accordance with Romulus City Charter, Section 6.12, Official Newspaper.

Section 6.12, Official Newspaper

*At or prior to the first regular meeting in December of each odd year, Council after investigating the rates, quality of the sites, availability of newspapers and electronic sites and after receiving bids, shall designate some newspaper or two electronic sites of general circulation in the city which are qualified to publish legal notices under the laws of the State of Michigan, as the official publications of the city for the next 24 months. All notices, ordinances, and other records required by the provisions of this charter to be published shall be published in said official publications in a manner and form in this charter provided; provided however that council may order additional publications of any such notice, ordinance or other record in other newspapers or electronic sites in any financial or trade paper, journal or magazine. If, at any time no publications have been designated as the official publication sites of the city, or in case of publication sites designated as the official publication sites of the city cease regular publication or are violating any of the terms of their contracts, the council shall order publication of such notices, proceedings, ordinances, and other records as are required to be published, in some other publications in English language and available in the city; provided however that the city shall not be without official publication sites more than thirty (30) days.*

Historically, the bid has been awarded to the lowest, qualified bidder. Please note that a charter amendment was approved by Romulus voters at November 8, 2021City/General Election to allow publication of all notices, ordinances, or other records required by any provision of the charter to be published by a newspaper or two electronic sites of general circulation in the City.

I therefore recommend that the submitted bids be included in the packet in order for Council to designate an Official Newspaper for the City of Romulus as required by the Romulus City Charter.

## MINUTES OF ITB 21/22-09 2022 OFFICIAL NEWSPAPER

The public opening of the afore mentioned solicitation was held Tuesday, November 30, 2021 at 3:00 PM, in the Council Chambers at Romulus City Hall.

The following were present for the opening:

Gary Harris – Purchasing Director
Ron Witten- Treasurer Cashier
Gina Steward- Telegram Newspaper

2 sealed bids were received and publicly opened.

Associated Newspapers of Michigan
Telegram Newspaper

A copy of the tabulation sheet is attached.

Respectfully submitted,

Gary Harris
Gary Harris,
Purchasing Director

I, Gary Harris, Purchasing Director for the City of Romulus, do hereby certify the foregoing to be a true copy of the minutes of ITB 21/22-09 held on 11/30/2021.

Gary Harris
Gary Harris,
Purchasing Director

# TABULATION SHEET ITB 21/22-09 2022 OFFICIAL NEWSPAPER

| COMPANY | Associated Newspapers | Telegram Newspaper | |
|---|---|---|---|
| 8 PT. BODY TEXT/per column inch | 4.75 | 6.00 | |
| 9 PT. BODY TEXT/per column inch | 4.75 | 6.00 | |
| 10 PT. BODY TEXT/per column inch | 4.75 | 6.00 | |
| 12 PT. BODY TEXT/per column inch | 4.75 | 6.00 | |
| Illustrations/Images | 4.75 | 6.00 | |
| Other Charges? | Classified ads 4.75 per in | | |
| # of Column Inches per Page | 105 | 96 | |
| # of Column Inches per Page | 105 | 96 | |
| # of Column Inches per Page | 105 | 96 | |
| # of Column Inches per Page | 105 | 96 | |
| # Years Serving Romulus W/O Interruption | Not listed | 15 | |
| Frequency Of Publication | Not listed | Weekly | |
| Number of Carriers | 0 | 2 | |
| Number of News stands | 0 | 3 | |
| Total Weekly Circulation Within Romulus? | 1976 | 1500 | |
| Cost Per Issue? | Free | 50 cents | |
| Day Paper Is Published? | Thursday | Thursday | |
| Deadline For Submitting Legals Weekly (Day And Time)? | Not listed | Friday @ 4:00 pm | |
| Will A Reporter Be Assigned To The City? | Yes | Yes | |
| Approximate Number Of Hours Per Week | 10 or as needed | 10 | |
| Can Accept Legals Electronically? | Yes | Yes | |
| Microsoft Office Word 2007<br>PDF<br>JPEG<br>PNG<br>FAXED | <br>Yes<br>Yes<br>Yes<br>NO | <br>Yes<br>Yes<br>Yes<br>Yes | |
| Can accept camera ready slicks for events? | Yes | Yes | |
| Does the newspaper have a website? | Yes | Yes | |
| Can the publication be viewed online? | Yes | Yes | |
| Is "Attachment IV – Sworn Statement of Circulation" included? | Yes | Yes | |
| Is Attachment V- Sample Doc. #1? COST | Yes $422.11 | Yes $720.00 | |
| Is Attachment VI- Sample Doc #2? COST | Yes #22.29 | Yes $396.00 | |
| Is Attachment VII- Sample Doc #3? COST | Yes $96.24 | Yes $ 162.00 | |
| Is Attachment VIII- Sample Doc #4? COST | Yes $63.59 | Yes $108.00 | |
| Will any Free ad space shall be provided to the City? | Yes 4 quarter page ads for city sponsored events | Yes 5 ¼ page color ads | |
| Will any ad space shall be provided at a discounted or special rate to the City? | One half regular advertising space | Yes 5 ¼ page b/w ads at ½ display ad rate | |
| Virtual Option | Yes | Yes | |
| Virtual Only? | Yes | Yes | |
| Virtual Pricing the same? | Yes | No | |
| Virtual Pricing Attachment? | NA | Yes attached see attachment X of bid | |
| Exceptions? | Does not accept faxed legals | None | |
| CERTIFIED? | Yes | Yes | |

PUBLICLY OPENED 3:00 pm, Tuesday, November 30, 2021 in the Romulus Council Office

***THOSE IN ATTENDANCE:***

| # | NAME | | COMPANY | TITLE |
|---|---|---|---|---|
| *1* | Gary Harris | | City of Romulus | Purchasing Director |
| 2 | Ron Witten | | City of Romulus | Treasurer Cashier |
| 3 | | | | |
| 4 | | | | |

# ATTACHMENT X

## VIRTUAL PUBLICATION COST

**The pricing for publishing notices virtually only**

**Rate is $3.00/column inch + cost of affidavit**

**EXAMPLE**

**SAMPLE DOCUMENT #1 - $360.00**

**SAMPLE DOCUMENT #2 – $198.00**

**SAMPLE DOCUMENT #3 – $81.00**

**SAMPLE DOCUMENT #4 - $54.00**

# REQUEST FOR COMPETITIVE BIDS

| DEPARTMENT NAME: | OFFICE OF THE CITY CLERK | DATE: | 11/4/2021 |
|---|---|---|---|

**I HEREBY REQUEST THAT COMPETITIVE BIDS BE LET FOR THE FOLLOWING MATERIAL, EQUIPMENT OR SERVICE: In accordance with Romulus City Charter, section 6.12, Official Newspaper**

**PURPOSE: To publish legal notices under the laws of the State of Michigan, as the "Official Newspaper" of the City for the next twelve (12) months.**

**IF REPLACEMENT, WILL EQUIPMENT BE (CHECK ONE IF APPLICABLE):**

- ☐ Traded in
- ☐ Sold at auction
- ☐ Transferred for use elsewhere, if so where? ______________________
- ☐ Used for parts
- ☐ Disposed of

| BUDGET YEAR | 2021/2022 |
|---|---|

**ACCOUNT INFORMATION**

| ACCOUNT/S NUMBER | $ AMOUNT BUDGETED |
|---|---|
| 101-215-900.000 (clerk) | $ 8,500 |
| 101-262-900.000 (elections) | $ 500 |
| | $ |

SIGNATURE OF DEPARTMENT HEAD: Ellen L Craig-Bragg

## FINANCE DEPARTMENT APPROVAL

**FUNDS AVAILABILITY**

| ACCOUNT/S NUMBER | $ FUNDS AVAILABLE |
|---|---|
| 101-215-900.000 | $ 4683.67 |
| 101-262-900.000 | $ 200.00 |
| | $ |

| SIGNATURE OF FINANCE DEPARTMENT: | | DATE: | |
|---|---|---|---|

## ADMINISTRATIVE APPROVAL

**I HAVE REVIEWED THE REQUEST AND AUTHORIZE TO LET FOR COMPETITIVE BIDS.**

| SIGNATURE OF MAYOR: | [signature] | DATE: | 11-5-21 |
|---|---|---|---|

## AVAILABILITY OF FUNDS FOR AWARD

THE BID SHALL BE AWARDED IN THE AMOUNT OF $ Not to exceed budgeted funds - as needed

I AFFIRM THAT THE FUNDS ARE AVAILABLE IN THE ABOVE MENTIONED ACCOUNT/S

| FINANCE DEPT. APPROVAL: | [signature] | DATE: | Dec 1, 2021 |
|---|---|---|---|

C:\Users\gharris\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\SU6YS1FF\REQUEST FOR COMPETITIVE BIDS OFFICIAL NEWSPAPER 2021.doc

# City of Romulus

# Clerk's Report – Ellen L. Craig-Bragg, Clerk

Council Meeting Held: **December 6, 2021**

Item No. A.

General Description: Rescheduling of Regular Meeting to be held on Monday, December 27, 2021, in observance of Christmas Day.

---

**Resolution No. ________________**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

---

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Ayes:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY    MOTION CARRIED    MOTION FAILED

# MEMORANDUM

**To:** Honorable City Council

**From:** D'Sjonaun Hockenhull, Deputy Clerk

**Cc:** Ellen L. Craig-Bragg, Clerk

**Date:** December 6, 2021

**Re:** Rescheduling of December 27, 2021 Regular Meeting

---

**At the beginning of the year the Regular Meeting Schedule for 2021 was approved and posted including a Regular Meeting date of December 27, 2021 in accordinance with the 2021 City of Romulus Holidy Calendar.**

**The holiday calendar has since been amended to reflect Monday, December 27, 2021 as a date in which all city buildings will be closed in observance of Christmas Day. The revised holiday calendar is included with this memo.**

**It is the prerogative of City Council to either continue to hold its Regular Meeting on Monday, December 27, 2021 or move its meeting to the next business day of Tuesday, December 28, 2021.**

**If Council opts for the latter a motion would be in order to reschedule the Regular Meeting date of Monday, December 27, 2021 to Tuesday, December 28, 2021.**

# City of Romulus

## 2021 Holiday Calendar

| Date | Day | Holiday Observed |
|---|---|---|
| January 1, 2021 | Friday | New Year's Day |
| January 18, 2021 | Monday | Martin Luther King, Jr. |
| February 15, 2021 | Monday | President's Day |
| April 2, 2021 | Friday | Good Friday |
| May 31, 2021 | Monday | Memorial Day |
| July 5, 2021 | Monday | Independence Day (observed) |
| September 6, 2021 | Monday | Labor Day |
| November 11, 2021 | Thursday | Veteran's Day |
| November 25, 2021 | Thursday | Thanksgiving Day |
| November 26, 2021 | Friday | Day After Thanksgiving |
| December 24, 2021 | Friday | Christmas Eve |
| December 27, 2021 | Monday | Christmas Day (observed) |
| December 31, 2021 | Friday | 2022 New Year's Eve |

# *City of Romulus*

# *Treasurer's Report*

Council Meeting Held: **December 6, 2021**

Item No. 7.

**General Description:** ________________________________________________

________________________________________________

**Resolution No.______**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ayes:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY     MOTION CARRIED     MOTION FAILED

# *City of Romulus*

# *Public Comment*

Council Meeting Held: **December 6, 2021**

Item No. 8.

**General Description:** ______________________________________________

______________________________________________

**Resolution No.______**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ayes:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY    MOTION CARRIED    MOTION FAILED

# City of Romulus

# Unfinished Business

Council Meeting Held: **December 6, 2021**

Item No. 9.

**General Description:** ____________________________________________

____________________________________________

**Resolution No.______**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ayes:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY    MOTION CARRIED    MOTION FAILED

# City of Romulus

# New Business

Council Meeting Held: **December 6, 2021**
Item No. 10.

**General Description:** ______________________________________________

______________________________________________

**Resolution No.______**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ayes:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY    MOTION CARRIED    MOTION FAILED

# *City of Romulus*

# *Communication*

Council Meeting Held: **December 6, 2021**
Item No. 11

**Councilperson Abdo:** ______________________________

______________________________

**Councilperson Barden:** ______________________________

______________________________

**Councilperson Roscoe:** ______________________________

______________________________

**Councilperson Talley:** ______________________________

______________________________

**Councilperson Wadsworth:** ______________________________

______________________________

**Councilperson Webb:** ______________________________

______________________________

**Councilperson Williams:** ______________________________

______________________________

# City of Romulus

# Adjournment

Council Meeting Held: **December 6, 2021**

Item No. 12

**General Description:** ____________________________________________

____________________________________________

**Resolution No.______**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| *Moved by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Seconded by:* | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| *Ayes:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Nays:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |
| *Abstain:* | All | Abdo | Barden | Roscoe | Talley | Wadsworth | Webb | Williams |

MOTION CARRIED UNANIMOUSLY MOTION CARRIED MOTION FAILED