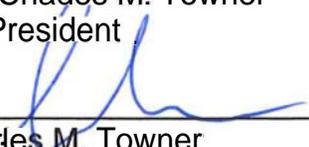


**Proposal for Legal  
Services  
(Prosecutorial)  
To  
The Charter Township of  
Clinton**

Submitted by:  
Towner & Towner P.C.  
By: Charles M. Towner  
Its: President



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Charles M. Towner

TOWNER & TOWNER, P.C.  
ATTORNEYS AND COUNSELORS AT LAW  
38770 GARFIELD, Ste. 130  
CLINTON TOWNSHIP, MICHIGAN 48038-6621

CHARLES R. TOWNER (1927-2002)  
CHARLES M. TOWNER

TELEPHONE  
586-469-4800  
FAX  
586-469-1236

Email  
[towner@townerlaw.com](mailto:towner@townerlaw.com)

October 8, 2021

Kim Meltzer, Township Clerk  
Charter Township of Clinton  
40700 Romeo Plank Rd.  
Clinton Twp. MI 48038

Dear Ms. Meltzer:

Towner & Towner P.C. proposes to provide prosecutorial services for the Charter Township of Clinton, only. Accompanying this letter is our proposal. The areas of general counsel, labor and employment, and assessing services are not being submitted as part of the proposal. The proposal and prices contained therein shall be binding for a period of one hundred and eighty days (180) days from submission.

The firm's information is as follows:

Towner & Towner P.C.  
38770 Garfield, Ste. 130  
Clinton Township MI 48038  
Telephone number: 586-469-4800  
Fax number: 586-469-1236  
Email address: [towner@townerlaw.com](mailto:towner@townerlaw.com)  
Contact Person: Charles M. Towner

The applicant further understands that the Township will not waive conflicts if the firm becomes the successful bidder and that any proposed contract must provide for the ability of the Township to terminate, at will, the contract with sixty (60) days' notice. Applicant proposes a minimum duration of (4) years unless terminated by either party. We trust that this proposal provides the necessary qualifications and experience of applicant to continue prosecutorial services for the Township.

Respectfully,

Charles M. Towner

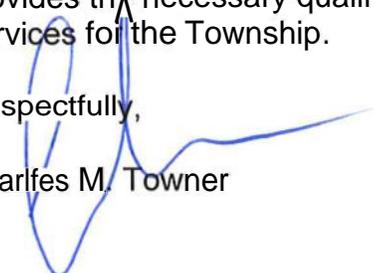


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Transmittal Letter

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Non-Collusion Certificate

## FIRM BACKGROUND / EXPERIENCE

Towner & Towner P.C. has a long history of municipal experience. Its founder, Charles R. Towner, first began representing Clinton Township in 1959 and continued to do so until his death in 2002. The firm's current president, Charles M. Towner, has dedicated over thirty five (35) years of quality service to the Township. This has been in the areas of prosecutions and labor law.

Having served in this role for such a long period of time, the firm has in place an efficient and proven process in which to prosecute criminal matters. This includes being productive during the pandemic through the use of zoom hearings and limited in person court proceedings.

Charles M. Towner received a Bachelor of Arts in 1982 from Michigan State University. Thereafter, he obtained his law degree in 1986 from the Detroit College of Law. In 1986 he was admitted to the State of Bar of Michigan and United States District Court for the Eastern District of Michigan.

## QUALIFICATIONS

- A) There are no conflicts of interest which interfere with the applicant's continued ability to represent the Township.
- B) As previously stated Charles M. Towner has successfully and diligently provided prosecutorial services to the Township for the last thirty five (35) years. This includes the investigation, review, and prosecution of hundreds of cases each month in the 41-B District Court. Having this responsibility demands an extensive knowledge of the state

criminal codes, local ordinances, building codes, and fire code. Considerable time is spent advising Township department heads and their employees of what is the prudent course of action to take on a particular matter. As a matter of fact, Mr. Towner has had the pleasure of providing legal advice to eight (8) different Township Board of Trustees, four (4) Supervisors', four (4) Police Chiefs, five (5) Fire Chiefs and multiple department heads during his tenure.

Prosecuting for the Township demands constant contact with Township residents. It is a real asset having Mr. Towner who is a resident of Clinton Township himself. His children have attended Chippewa Valley Schools and graduated from Chippewa Valley High School. His spouse is employed at the Chippewa Valley Youth & Families Coalition as coalition coordinator. Thus, Mr. Towner's roots are firmly implanted into this community. If the firm continues its service with the Township, every effort will be made as the prosecutor to provide a safe community for its residents.

C. District Court prosecutions are not generally considered high profile or major. However, during his career, Mr. Towner has been successful in prosecuting thousands of cases including trials by judge or jury. It is the duty of the prosecutor to see that justice is done. Mr. Towner has taken great pride providing justice for all parties that have come before him in his role as prosecutor.

D. Mr. Towner is accessible at all times to the Township. As stated above, he is a resident of the Township and his home and office are only minutes from the Township offices, 41-B District Court, and police department. The firm's office location is extremely important to those residents who need prompt and easy access to their prosecutor. Mr. Towner is available through his cell, office, or email. The firm is confident that if you

speaking with any of the Township department heads that have worked with Mr. Towner they will express satisfaction with both his services and response time. Emergency or ad-hoc meetings are not a problem provided Mr. Towner is not already scheduled in court.

E. Experience tells you that regardless of who your attorney is there may be a need for specialized legal services. Mr. Towner has no objection to recommending special counsel when the case so dictates. For cases involving the District Court prosecutions, that would be very unusual.

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## TERMINATION BY MUNICIPAL CLIENTS)

The Firm has only represented Clinton Township as a municipal client and, at no time, have its services been terminated.

## MUNICIPAL REFERENCES

As stated above, Mr. Towner has only represented Clinton Township as a municipal client. Therefore his municipal references are internal. The following persons have prosecutorial experience with Mr. Towner:

1. District Judge Carrie Fuca  
22380 Starks Dr.  
Clinton Twp. MI 48036 (586)469-9300
2. District Judge Jacob Femminino, Jr.  
22380 Starks Dr.  
Clinton Twp. MI 48036 (586)469-9300
3. District Chief Judge Sebastian Lucido  
22380 Starks Dr.  
Clinton Twp. MI 48036 (586)469-9300
4. James McGrail, Court Administrator  
22380 Starks Dr.  
Clinton Twp. MI 48036 (586)469-9300
4. Chief of Police Bruce Wade  
37985 Groesbeck Highway  
Clinton Twp. MI 48036 (586)493-7872
5. Building Department Superintendent Barry Miller  
40700 Romeo Plank Rd.  
Clinton Twp. MI 48038 (586)286-9323

6. Fire Chief Timothy Duncan

42601 Romeo Plank Rd.  
Clinton Twp. MI 48038 (586)263-8437

### FEE STRUCTURE

The firm proposes to provide prosecutorial services for the sum of ninety five (\$95.00) dollars per hour. This is consistent with our current rate being charged and is below market. This rate will be fixed for a four (4) year period. The fee is determined by using increments of (1/10) of an hour. Minimum increments include warrant authorizations (1/10), phone calls and text messages (2/10), standard correspondence (3/10), subpoenas (3/10), and meeting with complainants (4/10). All other matters will be billed at actual time. Applicant also requires reimbursement for actual cost incurred. This would include copying fees, filing cost, process service, etc.

## CONTRACT FOR LEGAL SERVICES

This agreement is entered into on \_\_\_\_\_ 2021 by the Charter Township of Clinton, a Michigan municipal corporation hereinafter referred to as "Township" and Towner & Towner, P.C., hereinafter referred to as the "Firm".

WHEREAS, the Township desires to contract with the Firm to provide prosecutorial services to the Township pursuant to the terms and conditions of this agreement.

WHEREAS, the Firm desires to provide prosecutorial services to the Township pursuant to the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. The Firm shall provide prosecutorial services which includes more specifically; but not exclusively, the following:
  - a. Provide all Township prosecutorial services at the 41B District Court.
  - b. Authorize warrant request and respond to criminal motions and briefs.
  - c. Represent the Township in legal matters related to the enforcement and prosecution of planning, zoning, building and other ordinance violation in cases before state and Federal courts and other tribunals.
  - d. Work cooperatively with general counsel to review and recommend changes to township ordinances.
  - e. Prepare legal opinions for criminal motions and ordinance enforcement.
  - f. Review police reports, issues praecipes, prepare complaints and warrants, and prosecute violations.

2. The Township agrees to pay the Firm ninety five (\$95.00) dollars per hour for all worked performed billed in increments of (1/10) of an hour. Minimum increments include warrant authorizations (1/10), phone calls and text messages (2/10), standard correspondence (3/10), and meetings with complainants (4/10). The Firm will also be reimbursed by the Township for actual cost incurred. This includes copying fees, filing cost, process service, etc.
3. Firm will invoice Township for each month of services performed and Township shall pay same promptly.
4. The term of the agreement is for a period of four (4) years. If neither party terminates at the end of the fourth year, the agreement may be extended thereafter by mutual agreement of the parties.
5. Either party may terminate this agreement, with or without cause, by giving the other party sixty (60) days written notice.
6. This Agreement contains the entire agreement of the parties and cannot be modified or amended unless in writing signed by both parties.

Dated: \_\_\_\_\_

Charter Township of Clinton

\_\_\_\_\_  
By: Robert Cannon  
Its: Supervisor

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: Kim Meltzer  
Its: Clerk

Dated: \_\_\_\_\_

\_\_\_\_\_  
Towner & Towner P.C.  
By: Charles M. Towner  
Its: President

CHARTER TOWNSHIP OF CLINTON  
REQUEST FOR PROPOSALS  
LEGAL SERVICES

NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the law firm certifies that:

1. This proposal has been independently arrived at without collusion with any other law firm or with any competitor or potential competitor.
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this service, to any other law firm, competitor or potential competitor.
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit a proposal.
4. The person signing this proposal certifies that he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the law firm as well as to the person signing on its behalf.

By: \_\_\_\_\_

Charles M. Towner, of Towner & Towner P.C.

Its: President

Address: 38770 Garfield, Ste. 130 Clinton Twp. MI 48038

Contact: Charles M. Towner  
586/469-4800

Date: 10/8/2021