



## **GERRISH TOWNSHIP**

### **GENERAL GUIDELINES AND BID SPECIFICATIONS FOR: ASSESSOR OF RECORD**

#### **General Information**

Gerrish Township is accepting sealed bids from certified assessors and/or firms, for total Township assessing services as required by the Michigan General Property Tax Law. The qualified contractor will consult and provide professional services related to township assessing operations and provide services within the guidelines and objectives as determined by the State of Michigan, Board of Trustees and/or the Township Supervisor. Contractors submitting bids warrant that they have the minimum State mandated certification and training, applicable work experience and mandated insurances required.

#### **Scope of Relationship**

The Company and Township acknowledge that the contract is not an employer/employee relationship and should not be construed as one. The parties agree that any personnel employed by the contracted company/assessor of record are not employees of the township.

#### **Insurances, Licenses and Taxes**

Contractor will maintain a minimum of one million dollars of general liability and automobile insurance with the Township named as additional insured, plus appropriate workers compensation and unemployment insurance if applicable. Contractor shall provide a certificate indicating that the Township has been named an additional insured on the general liability and automobile liability policies and a certificate establishing that the Contractor maintains the required workers compensation and unemployment insurance before beginning work.

Contractor shall maintain all licenses and shall pay all taxes, including any applicable sales taxes, required performing assessment services. Contractor is required to comply with all state, federal and local regulations governing the services which contractor will perform for Township.

#### **Minimum Qualifications**

1. Contractor will hold a current State of Michigan assessing certification as required by the State Tax Commission for the Township's current SEV. If the assessor is responsible for more than one unit of government, the certification level must be the minimum level required by using the combined state equalized value of all units assessed.
2. Minimum of 3 years direct assessing experience. Assessing experience within a lakeside community preferred.
3. Minimum 5 years successful, direct customer service experience; ability to communicate calmly and professionally.
4. Previous experience utilizing BS&A software for maintaining all property appraisals.
5. The company shall be familiar with the laws, regulations, and directives regarding the appraisal of real property for assessment purposes within the State of Michigan.

### Assessor of Record Duties and Responsibilities

1. **Public Relations** – The Company shall endeavor to promote understanding and amicable relations with taxpayers and the public. The company shall, at a minimum of sixteen hours per week, provide a qualified associate assessor to staff the Township offices for purposes of interaction with the public.
2. **Personnel** – The Company and any employees shall be professional in manner, appearance, and trained in appraisal techniques. The Supervisor may upon written notice to the Company remove from this project any persons whose work is unsatisfactory to the Township.
3. **Records, Computations to become Property of Township** – The original or suitable copy of all records and computations of the Company, in respect to any appraisal of property in the Township shall be left in the custody of the Township as belonging to the Township. This includes property records. Master copies of all assessment rolls must be left in the Township offices.
4. **Record Cards** – The Company shall maintain the property record cards in the BS&A assessing software provided by the Township for each parcel within the Township. The cards are formatted so as to meet the approval of the State Tax Commission. All new construction information such as property photographs and building sketches will be either scanned or digitally installed into the database of the assessing software. Any master cards that are taken from the Township office must be logged out and logged in.
5. **Manual Construction Adjustments to the Market** – All building and improvements shall be valued by the current State Tax Commission assessing manuals. All depreciated construction costs shall be indexed to local market conditions by application of an economic condition factor as approved under the State Tax Commission guidelines.
6. **Homestead and/or Qualified Agricultural Land Exemptions** – The Company agrees to process and record all forms as related to Homestead, uncapping of parcels and Qualified Agricultural Land Exemption as required by State law.
7. **Cooperation** – The Township Board and the Township employees will cooperate with and render all reasonable assistance to the Company as needed and customary in the assessing process.
8. **Valuation of Land** - Sales data available covering fair sales of vacant land shall be secured from the County and any other available sources and shall be compiled and analyzed and shall be left with the Township. A permanent record of all land sales data obtained from the County and other sources and analysis shall be left with the Township. Other factors affecting the value of land such as location, shape, size topography, access to roads and waterways, use productivity, court rulings, etc. shall be considered in establishing final value. The Company shall review front foot rates, acreage values and/or square foot values within the Township.
9. **Location Influence Studies** – The company shall review the locational influence
10. **Board of Review** – The Company will meet the Board of Review at their organizational meeting(s) to review duties and responsibilities as well as review the assessment techniques used to arrive at value for individual properties. The Company shall be available to attend the March Board of Review, July Board of

Review, and December Board of Review, which shall be held in accordance with State Law.

11. **Property Owner Notification** – Following completion of the Assessment Roll, notices of assessed value shall be prepared by the Township based on the results of the appraisal. These notices shall advise taxpayers of the Township Board of Review dates and times. The Township shall be responsible for furnishing postage, envelopes, mailing labels, and the printing services of a computer for printing of assessment change notices and assessment rolls.
12. **Defense of Values** – In the event of a small claims hearing or rehearing of a small claims appeal to the Tax Tribunal, the company shall perform additional appraisal work and/or be present at the hearing to represent the Township as the Assessor. In the event of an appeal of a Tax Tribunal case to the full tribunal, circuit court or an appeals court, the Township shall provide at its cost, their own legal representation to represent the Township. The Company shall provide any existing documents and information to the Township's counsel as assistance only or witness thereof.
13. **New construction, Demolitions and Property Splits** – During the term of the agreement the Company shall inspect, revisit and revise data and property records for property with new construction, demolitions, and property splits. The Company shall reevaluate new construction, property and demolitions and shall review land division applications and master deed descriptions with the Building and Zoning Department.
14. **Assessment Roll Changes** – The Company agrees to oversee the processing of assessment roll changes including but not limited to name changes and address changes. The township Administrative Specialist may be utilized to assist in data entry.
15. **Fieldwork** – The Company will perform assessment reviews of a minimum of twenty percent (20%) of all parcels by class that each parcel and all classes will be reviewed on a five (5) year rotation schedule. Properties visited shall be logged appropriately into BS&A.
16. **Responsibilities of Township** – The Township shall provide the following to the Company in the performance of this work:
  - a) Current software and support for BS&A assessing software for computer generated appraisal program and all updates for same to be maintained as the property of the township upon completion of the work.
  - b) Property owner notification as set forth in item 10.
  - c) Plat and tax maps at Township offices.
  - d) All current & available assessment records and files.
  - e) Reasonable space at and access to the Township Offices to complete all services being provided under this contract.
  - f) Additional expenses incurred for travel, lodging, mileage and food that are directly related to the defense Full Tax Tribunals will be reimbursed upon prior authorization
  - g) Internal support for filing, data entry of deeded sales of property and property transfers and customer service inquiries

The company shall not be required to provide any materials that are customarily provided for in an office setting.

**17. Additional Responsibilities of the Company**

- a) The Company shall provide written monthly assessment reports to the Board.
- b) The Company shall attend any regular or special Board meetings when requested and provided with advance notice.
- c) The Company shall be required to devote the time necessary to perform the duties herein in a proper manner.
- d) The Company will make itself available to the Township Treasurer for purposes of balancing the tax roll.

**18. Assignment of Contract/Delegation of Duties** – The Company shall not assign or transfer the contract or any interest therein nor shall the Company delegate any of the duties or responsibilities under the contract to any other persons or entities without first consulting with the Township Board..

**19. Qualities, Progress Control and Termination** – If at any time during the contract period the quality and/or progress of the work shall not be satisfactory to the Township, the Township reserves the unilateral right to terminate the contract upon a ninety-day (90) written notice directed to the principle place of business of the Company. This contract may be terminated by the Township if the Company defaults in the performance obligations under this written notification by the Township. For purposes of this agreement, “default” shall not include any inability to perform caused solely by unavoidable forces beyond the control of the company, but shall include an inability or failure to perform or delay caused wholly or partly by forces within the control of the company. Any termination shall be effective ninety (90) days upon written notice by the Township to the company of such termination. Upon termination, the Company shall deliver within ninety (90) days any and all completed or partially completed materials, documents or data in its possession and any same which belongs to the Township and all other materials that would be required to be transferred to the Township at any time under this agreement if it were not terminated. The Company also reserves the same rights in regards to termination of contract.

**20. List of Deliverables** - The Company shall deliver the following items or services to the Township at the end of the term of this contract in compliance with the State Tax Commission guidelines.

- a) All records as required by the State Tax Commission guidelines.
- b) All various sales analysis/studies utilized in the valuation process.
- c) Completed assessment rolls and reports as required by State and\or law.

**Terms of Payment**

Invoices for work performed will be submitted to the Township Clerk on a monthly basis based upon the signed, contracted amount. Payment will be issued with the Township’s monthly billing cycle.