

## PROPOSAL-SPECIFICATIONS

This proposal is offered by David Roenicke, to the City of Watervliet, Berrien County, Michigan, herein the City. By way of this proposal the following services are offered to be performed utilizing the following specifications for the City's benefit:

1. Assessor of Record- During the term of this proposal/agreement, a minimum of a Michigan Advanced Assessing Officer – MAAO, shall act as the assessor of record and supervise the preparation of the assessment rolls, utilizing the services and personnel proposed herein.
2. Personnel – David Roenicke shall be professional in manner, appearance, and shall be trained in appraisal techniques. In addition to the usual identification carried by David Roenicke, the City shall also provide David Roenicke with a letter of introduction or identification indicating that David Roenicke is an authorized representative for the City in the performance of the terms of this agreement.

Final values shall be developed by no less than a Michigan Advanced Assessing Officer – MAAO and all final values shall be approved by no less than Michigan Advanced Assessing Officer – MAAO. Work performed by David Roenicke in the performance of this project shall be performed by David Roenicke employees certified no less than a Michigan Certified Assessing Officer – MCAO from the State of Michigan.

3. Qualifications – David Roenicke deems to be familiar with the laws, regulations, and directives regarding the appraisal of real property for assessment purposes within the State of Michigan. David Roenicke further deems that he is qualified and experienced in appraising any and all types of property located within the boundaries of the City.
4. Office Space and Hours – The City shall provide the same or similar office space as currently available to the assessor for David Roenicke within the City Hall or other City owned or leased building for the completion of the term of this proposal/agreement. The office shall be made available so as not to impede in the performance of this project.

During the term of this agreement David Roenicke shall provide no less than 104 regular hours and 250 property re-assessment hours. Office hours will be every other Friday from 1:00 p.m. to 5:00 p.m From time to time this schedule may be modified to provide more intense assistance during peak periods ( i.e. assessment notification). The purpose of the office hours is to:

- A. Meet with certain staff of the City to answer questions and give advice.
  - B. Be available to assist with providing information and answering inquiries of taxpayers.
  - C. Perform certain other functions as provided herein.
5. New Construction, Demolitions, Property Splits – During the term of the proposal/agreement David Roenicke shall inspect, and revise data and property record cards for property with new

construction, demolitions, and property splits. David Roenicke shall then revalue said new construction, property splits and demolitions.

6. Manuals and Appraisal Program – For those properties to be appraised under the terms of this proposal/agreement the cost approach to value shall be utilized. New construction shall continue to be valued via those manuals currently utilized by the City.
7. Market Studies and Analysis – Neighborhood market studies and analysis of land values shall be performed for the assessment years to determine accurate adjustments to be made to assessments.
8. Personal Property – Personal property forms submitted to the City for the assessment rolls shall be processed utilizing appropriate multipliers published by the Michigan State Tax Commission. Preparation and data entry of the personal property forms will primarily be the responsibility of the City. David Roenicke will assist the City in this function.
9. Preparation of the Assessment Roll – As assessor of record, the assessment roll of the City shall be prepared by David Roenicke by entering and utilizing those assessed values arrived at through the market studies and analysis, as provided herein. David Roenicke will assess all property so as to have a 1.00 Equalization Factor or as close to 1.00 as possible notwithstanding the actions of the Board of Review.
10. County Equalization and Required Forms – David Roenicke shall review and analyze all studies conducted by the County Equalization Department. As assessor of record, all required equalization and State Tax Commission forms shall be prepared by David Roenicke.
11. Photographs – A new photograph of each property inspected for new construction and/or demolition shall be taken by David Roenicke. All costs associated with said photographs shall be borne by David Roenicke.
12. Consulting – David Roenicke will meet as needed with the City Manager and/or other designated staff of the City to review progress that David Roenicke has made towards meeting the terms of this proposal/agreement, the preparation of the assessment rolls, and other matters that David Roenicke and the City deems necessary to review. David Roenicke shall also discuss with the City Commission and City Manager what areas of the assessor's office and assessment system should be upgraded and estimated cost of said upgrading.
13. Records, Computation to become property of City - The original or suitable copy of records and computations of David Roenicke, in respect to any appraisal of property on the City prepared by David Roenicke, shall be left in the custody of the City as belonging to the City.

14. Record Cards – The City shall furnish the existing completed property record cards for each separate real property with the City. The City shall also provide the blank property record card to be utilized by David Roenicke in the completion of the terms of this proposal/agreement. These cards shall be formatted so as to meet the approval of the Michigan State Tax Commission and shall provide an area on the record card which indicates the owner’s name, the legal description, property dimensions, available street number and mailing address, a column for summarizing total land and building value, and an area to list important information for determining land value. The record card shall also be formatted to show all descriptive information connected with the construction, age, condition, and depreciation of the structure(s), an area for outline sketch, and an area to provide for the listing of any other important information needed in the valuation of the properties included in this proposed project.
15. Board of Review – David Roenicke shall also work with and attend the July and December Boards of Review that occur during the term of this contract. David Roenicke will be available to meet with the Board of Review for the March organizational meeting along with the regular meetings of the March Board of Review. Staff of the City shall assist David Roenicke with the set-up and organization of the Board of Reviews.
16. Defense of Values – David Roenicke will monitor the defense of values to the Michigan Tax Tribunal. David Roenicke shall be responsible for the timely preparation of responses to the small claims division of the MTT. David Roenicke shall be available to attend and defend assessments to the Michigan Tax Tribunal (small claims division) as needed during the term of this proposal/agreement.

Responses to the Full Michigan Tax Tribunal shall be prepared by City’s legal counsel and monitored by David Roenicke. David Roenicke shall provide full cooperation with said legal counsel. Should legal counsel not be utilized by the City for preparation of responses, attendance at counsel conferences, pre-hearings or hearings to the Full Michigan Tax Tribunal, David Roenicke shall provide said services at a fee of \$75.00 per hour plus expenses. However, in those cases where legal counsel is required and the service is of a legal nature and in excess of the ability of David Roenicke, the City shall be advised of such. In those cases the City shall provide legal counsel.

Should expert witness and/or preparation of detailed appraisals to the Full Michigan Tax Tribunal be required, David Roenicke will advise the City Manager of such requirement. At the option of the City, David Roenicke shall provide said service at a mutually agreed upon fee.

17. Cooperation – In addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the staff of David Roenicke in completion of the herein stated services. Clerical support (i.e. typing, filing, etc.) for completion of the herein

described services and other matters relating directly to the assessing function of the City, shall be provided by the City.

18. Insurance and Indemnification – David Roenicke shall carry public liability and workers' compensation insurance and shall agree to defend, indemnify and save the City and its officers, agents, and employees harmless for claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought against it by reason of negligent acts or omissions of David Roenicke, its employees, or agents and with respect to the degree to which the City is free from negligence on the part of itself, its agents and/or employees.
19. Termination of Agreement – Either party may terminate this agreement upon giving a 30-day notice to the other party. Thirty days after the receipt of such notice this agreement shall automatically terminate without further obligation of the parties.
20. Time of Performance – David Roenicke time of performance is conditioned upon the non-occurrence of an act of God, or other causes beyond the control of David Roenicke or its employees. They shall not be liable for delays caused by reason of war, strike, order of court, or other public authority (including the City) or any act of God. Should the work be delayed for any of the above reasons, David Roenicke shall be permitted an extension of time corresponding to any time lost at no expense to David Roenicke.
21. Contractor – The relationship between the City and David Roenicke is that of client and contractor respectively and is not that of employer and employee and should not be construed as such.
22. Responsibilities of City – The City shall provide the following to David Roenicke in the performance of this project:
  - A. Up-to-date tax maps.
  - B. Adequate office space and chairs and tables as provided herein.
  - C. Postage, envelopes, printing of assessment notices, assessment rolls, tax rolls etc.
  - D. Clerical and tax payer inquiry support and assistance.
  - E. Make available the current property record cards on file for all real and personal property.
  - F. Adequate access to City computer and assessment software.
23. Assignment of Contract – Neither the City or David Roenicke shall assign or transfer this agreement or any portion therein without receiving written approval from the other party nor shall David Roenicke delegate any of the responsibilities described herein except as provided herein to any persons or entities without the written approval of the City.
24. Fee and Method of Payment-

In addition, David Roenicke agrees to perform all work described in the Annual Inspection of Property Section for a fee of \$30.00 per parcel inspected.

Should said fee not be paid to David Roenicke by the 20<sup>th</sup> of each month, David Roenicke may elect to:

- A. Discontinue the performance of all work and services to be performed under this agreement without any further obligations.
- B. Continue to perform the work under the provisions of this agreement with the account being considered delinquent. Should the account be considered delinquent, the City shall pay interest thereon at the rate of 1 ½ percent compounded monthly from the date due until paid.

25. Term of Agreement – Services to be performed under the terms of this agreement shall commence September 9, 2014 and shall be discontinued September 5, 2015. The term of this agreement may be extended, by amendment, if mutually agreed to in writing, by each party.

26. Special Assessment and Industrial Facilities Districts – David Roenicke shall review and analyze all applications for Industrial Exemption Certificates and furnish all necessary information to the State Tax Commission regarding same. Should the City require special assessment or industrial facility districts to be set up, David Roenicke will be available to assist the City in setting up said districts at a mutually agreed upon fee.

27. Additional Services – Additional services (i.e. narrative appraisals) to be performed by David Roenicke are available at a fee mutually agreed upon between the parties hereto.

28. Annual Inspection of Property –

- A. Scope of Services – During the term of this agreement, David Roenicke will inspect the real property parcels, the quantity to be determined by the City; however, not to exceed 20% (approximately 171 parcels) of the total real property parcels within the City. The parcels to be valued may be selected by the City; however, they must be complete map units. The inspection of these properties is being performed to provide the City with updated property record cards in compliance with the Michigan State Tax Commission.
- B. Valuation – David Roenicke shall visit each parcel and where possible make a complete interior and exterior inspection. They shall record any changes to the record card in regards to grade classification, type of construction components, height, basement, quality of construction, etc. Whenever possible the age shall be recorded along with applicable depreciations. Condition of the property, sales information, construction costs and a sketch of the main structure(s) shall be recorded.
- C. Photographs – A digital photograph of each principal improvement shall be taken by David Roenicke and inputted into the City's computer system. The expense of the photographic equipment shall be borne by David Roenicke.
- D. Data Entry – David Roenicke shall furnish the labor for inputting data into the City's computer system.

29. Election Commission – David Roenicke or his staff will attend and participate in any election commission meeting held at City Hall. Michigan Election Law 168.25

## AGREEMENT

This agreement, made and entered into this 9th day of September, 2014 by and between the City of Watervliet, Berrien County, Michigan herein "the City" and David Roenicke, whose address is 11522 N Lakeside Trail, Shepherd, Michigan 48883.

WITNESSETH:

WHEREAS, The City deems it necessary to undertake the herein described services; and

WHEREAS, David Roenicke submitted a proposal for said services which was accepted by the City, a copy of said proposal is attached hereto and incorporated into this agreement by this reference; and

WHEREAS, the City has in all other respects complied with requirements for entering into this agreement; and

WHEREAS, the persons executing this agreement are duly authorized to do so;

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties hereto agree as follows:

A. David Roenicke agrees to provide all labor necessary to commence and complete the services in the manner described in the attached proposal which is incorporated as part of this agreement for the term September 9, 2014 through September 4, 2015.

B. David Roenicke agrees to perform all work described in the attached proposal (excluding the Annual Inspection of Property Section) which is incorporated as part of this agreement for the retainer fee of \$13,000 annually.

C. David Roenicke agrees to perform all work described in the Annual Inspection of Property section for a fee of \$30.00 per parcel inspected.

- I. The City agrees to pay David Roenicke in the manner and at such times as set forth herein.
- II. This agreement and the proposal and specifications attached hereto consist of all the agreement documents.
- III. This agreement is binding on the parties hereto and their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or cause to be executed by their duly authorized official the day, month and year above written.

City of Watervliet

Berrien County, Michigan

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

David Roenicke