

City of Grant Michigan  
**REQUEST FOR PROPOSALS**  
 Assessing Services

**Overview**

The City of Grant is requesting proposals from qualified contractors and firms to provide assessing services on a contractual basis.

The City of Grant is a Michigan Home Rule City. The City has a City Charter and City Ordinances. The City is operated under the City Manager form of government. The City Commission is comprised of six members plus a Mayor. The Commission and the Mayor are elected by voters.

The City is located in Newaygo County, it is an area of 0.77 square miles with a population of 952. The City has an SEV of \$29,493,600 and TV of \$21,655,953. There are 511 taxable parcels (379-real/132-personal).

<u>Class</u>	<u>2023 Taxable Value</u>	<u>Count</u>	<u>% of Total</u>
Real Property	\$19,813,753	379	74.17%
Personal Property	\$1,842,200	132	25.83%
<b>TOTAL</b>	<b>\$21,655,953</b>	<b>511</b>	<b>100%</b>

<u>Use</u>	<u>2023 Taxable Value</u>	<u>Count</u>	<u>% of Total</u>
Agricultural	\$17,862	3	0.59%
Commercial	\$7,049,071	91	17.81%
Industrial	\$179,533	2	0.39%
Residential	\$12,567,287	283	55.38%
Personal Comm.	\$920,000	129	25.24%
Personal Indus.	\$20,000	1	0.20%
Personal Utility	\$901,000	2	0.39%
<b>TOTAL</b>	<b>\$21,655,953</b>	<b>511</b>	<b>100%</b>

The City also has 53 exempt real parcels. The City includes one Downtown Development Authority (DDA) district. The City does not have any Local Development Finance Authorities (LDFA), Brownfield Development Authorities (BRA), Renaissance Zones, Payment in Lieu of Taxes agreements, or PA 198 IFT Properties.

**Assessor**

Section 7.7 of the City Charter states the duties of the Assessor as follows:

*The Assessor shall possess all the powers vested in, and shall be charged with all the duties imposed upon assessing officers by law. He shall make and prepare all regular and special assessment rolls in the manner prescribed by law. He shall perform such other duties as may be prescribed by law or the Commission.*

### **Scope of Services:**

The City is seeking the services of an Michigan Certified Assessing Officer (MCAO) level of higher Assessor/firm to work on a contractual basis. The following is a list of minimum services to be provided:

- Proficient in BS&A and APEX software.
- Maintain a local phone number, email address and have additional availability for meetings with residents, agents, and other interested parties.
- Promptly respond to inquiries from the public, title companies, real estate agents, and other parties regarding assessing issues.
- Explain assessing practices and procedures as necessary.
- Plan, supervise, and participate in the appraisal, re-appraisal, and assessment of all real and personal properties in the City in accordance with state law and the City Charter.
- Perform onsite inspections in order to annually re-appraise 20% of the real properties of each class per Michigan law, and to determine the value of any new construction.
- Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls (DDAs), and special assessments in order to ensure compliance with state law and the City Charter.
- Track captured values in the tax capture districts (DDA).
- Keep the property record field card up-to-date, including pictures or sketches.
- Print and send annual assessment notices.
- In consultation with the Zoning Administrator, perform land division and combinations as necessary, complying with Land Division Act and County procedures.
- Analyze property sales of all property classes to determine property values and appropriate assessment adjustments, including vacant land sales.
- Update and appraise all new construction to determine true cash value and establish new property assessments.
- Process all Personal Residence Exemptions (PREs), rescissions, and Property Transfer Affidavits and Transfer Deeds.
- Process all poverty and veteran exemption applications.
- File all necessary State and County reports pertaining to the Assessment and Tax Rolls.
- Attend City Commission and/or Board of Review Meetings, on an as needed basis (Approximately one to three meetings per year)
- Update City Treasurer with pertinent information on all name and address changes made to the database(s), and in a timely manner to accommodate the City quarterly utility billing process.
  - City Treasurer will also collect Property Transfer Affidavits mailed to the City and forward them to the assessor.
- Keep records up to date with new street addresses, as assigned by the Zoning Administrator and/or County.
- Update parcel and tax map changes in coordination with the County.
- Process Personal Property Statements, including conducting an annual inspection to ensure an up-to-date list of personal property. Comply with all Personal Property Tax reporting requirements to the State of Michigan, tracking any required reductions.

- Act as the City's liaison in communicating with the public and other governmental agencies on assessing issues.
- Represent the City in defense of existing and future assessment appeals to the Board of Review, the Small Claims division of the Michigan Tax Tribunal, and the full Michigan Tax Tribunal.
- Coordinate with the City's attorney in the defense of these appeals.
- Prepare changes to the roll based on decisions of the Board of Review and/or Michigan Tax Tribunal.
- Coordinate with City staff to schedule the Board of Review meetings at City Hall and post the public notices.
- Coordinate with Newaygo County Equalization Department office to facilitate the digital and manual transfer of data and values.
- Assist with the AMAR and advise municipality of standard and recommended actions to ensure the municipality remains in full compliance with the State Tax Commission.
- Perform all other duties incidental to the normal duties of an Assessor.

### **City Clerical/Administrative Assistance Offered**

The City will provide limited clerical services to assist the Assessor. The limited support will include answering routine telephone calls and walk-in requests for assessment data, provide the Assessor's telephone number to residents as necessary, assist in scheduling assessment related appointments, provide copies of all assessment open records as requested and assist in mailing notices. The City will continue to schedule the Board of Review meetings at City Hall and post the required public notices.

The City will provide office space with a desk, chair, filing cabinets and a desktop or laptop computer with BS&A and Apex software, if requested. Regular office hours at City Hall are not required. However, Assessor is expected to effectively and efficiently carry out all items listed in the Scope of Services section, including prompt responses to inquiries.

### **Qualifications**

The proposal shall include a statement of qualifications. The statement should include the name, address, and brief history of the Assessor/firm. Contractors interested in applying must include a list of current clients and projects, and a minimum of three references. The City will consider those contractors that, in its sole judgment, demonstrate the skills and abilities to develop effective working relationships with the staff, officials, and public. The respondents should provide a copy of his/her assessor Certification document.

Proposal must be signed by a responsible agent of the Assessor/firm and must be valid for 60 days.

### **Project Cost**

The annual fee for services must be described in some detail for 1- and 3-year terms. The City will pay the annual compensation rate over monthly or quarterly installments (at the discretion of the Assessor/firm), assuming the required work has been completed.

Additionally, provide variable billing amounts. Provide hourly rates for non-standard services such as Michigan Tax Tribunal services; rates should include clerical costs, materials, transportation, meals, lodging and all overhead.

All incidental expenses will be the responsibility of the Assessor(s) or Assessing Firm.

### **Proposal Evaluation**

Proposals will be evaluated on qualifications entailing:

1. Experience of the contractor
2. Demonstrated knowledge of industry standards
3. Compatibility of the firm/individual to work with City staff and officials, and familiarity with and understanding of the City of Grant
4. Reference responses
5. Proposed fees

The City may elect to interview one or more candidates prior to recommending a final selection to the City Commission.

### **Anticipated Timeline**

The City desires to proceed with the RFP process and service implementation using the following Anticipated Timeline, which is subject to change. If Proposer takes exception to the Anticipated Timeline, the Proposer is requested to stipulate alternative dates in their proposal for consideration by the City.

- July 12, 2023: Issue RFP
- July 28, 2023 at 12:00pm: Proposals Due
- July 31, 2023 – August 11, 2023: Administrative Review
- August 21, 2023: City Commission Review / Approval
- August 22, 2023: Issue Notice of Award
- September 1, 2023: Service Commencement Date

### **Execution of Contract**

The successful Proposer to whom an award is made shall be required to enter into a written agreement, in the form attached hereto, within ten (10) days after receipt of a Notice of Award. In the event the successful Proposer fails to comply with this provision, he/she may be considered by the City to have abandoned all his/her rights and interests in the award and the agreement may be award to another.

**Submittal Instructions**

To be considered, proposals must be submitted in a sealed envelope, clearly marked: RFP – ASSESSING SERVICES and received by 12:00 p.m. local time on Friday, July 28, 2023, by mail or hand delivery to:

Kasey Jernberg, City Manager  
RFP: Assessing Services  
280 S Maple St  
PO BOX 435  
Grant, MI 49327

The City reserves the right to accept or reject any or all proposals in whole or in part, and to waive any informality, irregularity or defect in this process or in any proposal should it be deemed in the best interest of the City.

**DRAFT ASSESSMENT AGREEMENT**  
FOR CITY OF GRANT, NEWAYGO COUNTY, MICHIGAN

WHEREAS, City of Grant, hereinafter called "City", with its principal offices located at 280 S Maple Street, Grant, Michigan, 49327, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, \_\_\_\_\_, with principal offices located at \_\_\_\_\_, hereinafter called the "Contractor", is interested in the contract for assessment and maintenance work for City property effective \_\_\_\_\_, 2023;

IT IS THEREFORE AGREED:

1. Engagement of Services. Contractor agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes. The Contractor is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.

During the term of this agreement, an assessor duly certified in the State of Michigan and complying with Michigan Statute for certification levels, presenting a Michigan Certified Assessing Officer, shall act as the assessor of record.

2. Contractor Duties. The Contractor is to perform assessing services contemplated pursuant to this Agreement, who shall devote his/her best effort when performing property assessing services, including but not limited to the following:
  - a. Contractor agrees to respond to inquiries and requests for assessment information from the public. The Contractor shall promptly:
    - i. Communicate with City staff to answer questions and give advice;
    - ii. Assist with providing information and answering inquiries of taxpayers/residents/others.
    - iii. Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - b. Contractor agrees to oversee maintenance of departmental files including property records/cards, databases, physical data, legal descriptions, splits and combinations of parcels, and ownership transfers.
  - c. Contractor agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT). The Contractor shall be available to defend or provide testimony on all assessments to the MTT as needed during this Agreement.

- i. City agrees that responses to the Full MTT shall be prepared by the City Attorney unless otherwise requested by the City. The Parties mutually agree to provide full cooperation with legal counsel or agents of the other in preparing such responses.
- d. Contractor agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes.

All assessments completed by Contractor throughout the term of this Agreement will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements.

Contractor agrees to perform the duties of the certifying assessor for said City including but not limited to;

- i. Perform onsite inspections in order to annually re-appraise 20% of the real properties of each class (residential, commercial, industrial), and to determine the value of any new construction.
  - ii. Perform neighborhood market studies and land value analyses throughout the term of this Agreement.
  - iii. Maintain all of the City's assessment rolls, including ad valorem, specific tax rolls, and special assessment districts.
  - iv. Ensures new property record cards in compliance with State Tax Commission requirements. Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
  - v. Provide digital photographs of all properties visited and update APEX land and building footprint sketches for maintenance purposes.
  - vi. Process all transfer affidavits, principal residence affidavits, qualified agricultural affidavits, and exemptions.
  - vii. Attend, prepare, and work with all Boards of Review.
  - viii. Assist with the Audit of Minimum Assessing Requirements (AMAR) and advise municipality of standards and recommended actions for compliance.
  - ix. Assist City in establishment of any statutory tax incentive program as established by the legislature.
- e. Contractor agrees to meet with the City Manager and/or other designated staff of the City to review progress that the Contractor has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition, the Contractor will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process, as well as ways to improve efficiency of operations.

3. City Cooperation. City agrees that staff of the City shall provide full and reasonable cooperation to the Contractor in completion of the herein-stated services. Including limited clerical services to assist the Contractor. The limited support will include answering routine telephone calls and walk-in requests for assessment data, provide the Assessor's telephone number to residents as necessary, assist in scheduling assessment related appointments, provide copies of all assessment open records as requested and assist in mailing notices. The City will continue to schedule the Board of Review meetings at City Hall and post the required public notices.
  
4. Office Space. If requested, the City agrees to provide office space within the City Hall for the completion of the terms of this Agreement. Regular office hours are not required. The Contractor may exercise a flexible schedule, dependent on the need for meetings, paperwork, and/or reports.
  
5. Ownership of Records. The City shall retain ownership of all the materials, files and records pertaining to real and personal property assessments withing the City.
  
6. Software and Required Equipment. The City shall maintain the proper licensing from BS&A assessing software including a computer with the recommended hardware requirements set forth by BS&A Software. The City will provide the sketching software APEX and maintain its licensing.
  
7. Expenditures. The Contractor is not authorized to make any purchases or charge any expenditure to the City without prior approval of the City Manager or his/her representative.
  
8. Compensation. The City agrees to pay the Contractor as follows:

\_\_\_\_\_, 2023 to \_\_\_\_\_ : \$ \_\_\_\_\_ annually;  
 \_\_\_\_\_, 2024 to \_\_\_\_\_ : \$ \_\_\_\_\_ annually;  
 \_\_\_\_\_, 2025 to \_\_\_\_\_ : \$ \_\_\_\_\_ annually;

The payments shall be made in twelve (12) equal installments paid monthly. Any rate adjustments shall be mutually agreed upon in writing for subsequent renewal terms.

The provision of all other services, which may include Michigan Tax Tribunal petitions, appraisal services rendered by the Contractor, or other services beyond the scope of this agreement, shall be billed at the following rates:

<u>Service</u>	<u>Rate</u>	<u>Effective Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____



Michigan Tax Tribunal, appraisal services, and requested special projects are separate from normal assessment and appraisal functions. Contractor agrees to notify the City, in writing, prior to billing for any special projects or services not specifically included in this Agreement, to be approved by the City Manager.

9. Term. The City and Contractor agrees that the initial term of this Agreement shall begin \_\_\_\_\_, 2023 and expire \_\_\_\_\_. The term of this Agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
10. Early Termination. The City or the Contractor may terminate this Agreement by providing the other party sixty (60) days written notice of the intent to terminate this Agreement. In the event this Agreement is terminated as provided herein the last payment installment due to the Contractor for compensation and expenses may be held by the City until all City property and equipment are returned.
11. Indemnification. The Contractor shall indemnify and hold harmless the City, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees, expenses, losses, claims and actions which may arise out of performing the services contemplated by this Agreement.
12. Driver's License and Motor Vehicle. During the term of this agreement and any renewals Contractor shall maintain a valid Michigan driver's license and shall own or have the right to operate a reliable motor vehicle property licensed and insured as required under the laws of the State of Michigan.
13. Force Majeure. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a Parties' control may include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; public disorder or rebellion; civil unrest; fire; riot; strike; labor difficulty; declaration of national or state emergency or any other cause not within control of such Party whether or not similar to any of the causes specifically enumerated herein.
14. Relationship. The City and Contractor agree that the relationship of the City and Contractor is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
15. No Assignment. The City and Contractor agree that the Contractor shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.
16. Governing Law. The City and Contractor agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the City Charter and Ordinances of the City and the applicable laws of the State of Michigan.

17. Contingent Fees. The Contractor warrants it has not employed or retained any Contractor or person, other than bonafide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any Contractor or person, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. For breach or violation of this warrant, the City shall have the right to annul the Agreement without liability or, at its discretion, to deduct from the fees due the Contractor, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

18. No Discrimination. The Contractor agrees to perform this Agreement in accord with all federal state, and local laws and will not discriminate against, or give preferential treatment to, any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, height, weight, marital status, or other criteria which is not relevant to the particular job.

The Contractor further agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability as set forth in the Americans with Disabilities Act, Michigan PWDA, age, height, weight, or marital status (except insofar as it relates to a bonafide or occupational qualification reasonably necessary to the normal operation of the business). Breach of this provision may be regarded as a material breach of the Agreement.

19. Severability. If any provision of this Agreement shall be held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are declared severable.

20. Entire Agreement. This document represents the entire Agreement, and supersedes all prior negotiations, representations, or Contracts, either written, oral, or implied. Modification of this Agreement shall be made only by a writing signed by both the City and the Contractor.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF GRANT

CONTRACTOR

By: \_\_\_\_\_  
Julie E. Hallman, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Kasey Jernberg, City Manager