

**CITY OF MT. MORRIS
CITY COUNCIL AGENDA
11649 N. Saginaw Street
Mt. Morris, MI 48458
November 9th, 2020
7:15 P.M.**

1. MEETING CALLED TO ORDER: Mayor Duane K. Dunckel

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. APPROVAL OF MINUTES

- a. Approval of regular meeting minutes from October 26th, 2020.

6. COMMUNICATIONS:

- a. None

7. APPROVAL OF WARRANT: Approval Warrant #20-21 in the amount of \$85,414.52.

8. PUBLIC COMMENT (Agenda Items Only /Five Minute Time Limit).

9. UNFINISHED BUSINESS:

- a. **RESOLUTION 20-23:** Approval of Storm Sewer repair on Spruce St.

10. Oath of Office:

City Council Member Sara Black	Regular Term Ending 11/2024
City Council Member Steven Sorensen	Regular Term Ending 11/2024
City Council Member Dennis Heidenfelt	Regular Term Ending 11/2024

11. Election of Mayor Pro-Tem (Mayor Duane K. Dunckel)

12. Oath of Office for Mayor Pro-Tem (April Smith, Deputy City Clerk)

13. NEW BUSINESS:

- a. **PUBLIC HEARING:** Community Development Block Grant 2022-2024.
- b. **RESOLUTION 20-24:** Approval and signing of an interlocal agreement for the Genesee County Designated Assessor.

14. PUBLIC COMMENT (Five Minute Time Limit).

15. COUNCIL MEMBER AND STAFF COMMENTS

16. ADJOURNMENT

**CITY OF MT. MORRIS
CITY COUNCIL – REGULAR MEETING
October 26th, 2020**

At 7:15 p.m., Mayor Duane K. Dunckel called the Regular Council Meeting to order.

PRESENT: Black, Irwin, Roth, Sorensen, Thayer and Mayor Dunckel.

ABSENT: None.

OTHERS: City Manager/Treasurer Vicki Fishell, Attorney Amanda Doyle, Police Chief Becker, DPW Superintendent Paul Zumbach and City Deputy Clerk April Smith.

The Pledge of Allegiance.

ROLL CALL:

None.

APPROVAL OF AGENDA:

A motion was made by Council member Irwin, seconded by Council member Sorensen to approve the agenda.

All ayes.

Motion carried.

MINUTES:

A motion was made by Council member Black, seconded by Council member Irwin to approve the regular meeting minutes from October 12th, 2020.

All ayes.

Motion carried.

COMMUNICATIONS:

a. None.

APPROVAL OF WARRANT:

A motion was made by Council member Irwin, seconded by Council member Roth to approve
Warrant #20-20 in the amount of \$214,777.63.

Roll call: 6 Ayes 0 Nays 0 Absent

Motion carried.

Council Member Irwin questioned what the credit card charges were for. Also, he questioned the break down of the bid publications.

PUBLIC COMMENT:

None.

UNFINISHED BUSINESS:

a. None.

NEW BUSINESS:

a. **PUBLIC HEARING: Sign Variance Request at 11741 N. Saginaw.**

A motion was made by Council member Black, seconded by Council member Sorensen to open the public hearing at 7:20 p.m.

Mike Elda – 11741 N. Saginaw - Stated that he can answer any questions regarding the sign variance request.

A Motion was made by Council member Black, seconded by Council member Irwin to close the public hearing at 7:21 p.m.

b. Action on Sign Variance Request for 11741 N. Saginaw.

A motion was made by Council Member Thayer, seconded by Council Member Irwin to approve the Sign Variance request for 11741 N. Saginaw.

Council Member Irwin questioned what the lights were behind the canvas of the store.

Nate Shango – 11741 N. Saginaw – Stated that the LED lights were inside of the store. Also, he stated there will be no flashing lights.

Council Member Black suggested starting at standard one and working through all of the standards.

Council Member Roth questioned the height of the sign. He stated that the sign ordinance states the sign has to be 10ft or above from the highest grade and that the one side will be a little off.

Mike Elda – 11741 N. Saginaw – Stated that they can fix that so it will comply with the sign ordinance.

Council Member Roth questioned if there was any way of shrinking the sign to match the sizes in the ordinance.

Mike Elda – Stated that they can work on it to make it the height of 60 inches.

Mayor Duane Dunckel stated that for standard two the easement makes this location unique.

Mayor Duane Dunckel questioned if the sign would be brighter than the window lights that are already placed at that location.

Nate Shango stated that he can turn down the brightness so there is no distraction. Also, he stated he could put stickers on the windows to make it darker.

Council Member Roth stated that the window signs are considered a sign. He stated that all window signs that are advertising need to come down.

A Motion was made Council Member Black, seconded by Council Member Roth to amend the motion to approve the sign variance request based on the following standards:

- It complies with Standard one based on the fact that there are other digital signs in the City over 8 square feet.
- It complies with Standard two based on the fact that this location does not have the ability to have a pole sign there for making it unique to the conditions and circumstances.
- It complies with Standard three based on the fact that none of the conditions or circumstances associated with the site would appear to have been created by the applicant other than the desire to replace the awning with a new sign.
- It complies with Standard four based on the fact that there are other digital signs in the City over 8 square feet.
- It complies with the Standard five based on the fact that part of the intent of this provision is to reduce driver distraction. It could be argued that a larger sign would be easier to read and therefore less distracting. If there are complaints about brightness it would come back to Council for a resolution.

Further, in order to ensure compliance with these standards, the following conditions are part of my motion to approve:

- The applicant does not replace the window signs removed from the windows on the Saginaw Street frontage.

- The height of the sign will meet the 60 inches requirements and minimum 10 foot from the highest grade as discussed by requestor.

Roll call: ___ 6 ___ Ayes ___ 0 ___ Nays ___ 0 ___ Absent

Motion carried.

c. RESOLUTION 20-22: Approval of Library Doors.

A motion was made by Council member Irwin, seconded by Council member Sorensen to approve Resolution 20-22: Approval of Library Doors.

Roll call: ___ 6 ___ Ayes ___ 0 ___ Nays ___ 0 ___ Absent

Motion carried.

Council Member Irwin questioned if that is what the bids were for and if we are getting the invoices for the Flint Journal.

City Manager/ Treasurer Vicki Fishell stated that we will be getting the Flint Journal invoices in the beginning of November.

d. RESOLUTION 20-23: Approval of Storm Sewer repair on Spruce St.

A motion was made by Council Member Black, and seconded by Council Member Sorensen to post – pone Resolution 20-23 to the next meeting.

All ayes.

Motion carried.

Council Member Roth questioned if there was any reason this project could not be done in house.

DPW Superintendent Paul Zumbach stated that there was not enough time and man power.

Council Member Roth suggested looking at the Union contract and making sure they could bid out this work.

Council Member Black questioned when the project has to be done.

City Manager/ Treasure Vicki Fishell stated it has to be done by August – September of next year.

DPW Superintendent Paul Zumbach stated he can look at the Union contract and wait until the next meeting.

Mayor Dunkel suggested discussing it with the union first.

e. Community Development Block Grant 2022 – 2024.

City Manager/ Treasurer Vicki Fishell stated that there will be a Public Hearing on November 9th, 2020 to discuss what the CDBG should be spent on. Also, she stated that this has to be turned in by December 4th, 2020.

Council Member Irwin questioned if they could give ideas at this meeting.

City Manager/ Treasurer Vicki Fishell stated that some ideas could be to pay code enforcement, or for Fire Department gear through this grant.

Council Member Irwin suggested using it towards more code enforcement activities, crime prevention or public safety.

Council Member Black suggested reaching out to see what other municipalities have got for public safety through this grant.

Council Member Irwin questioned if there were any social distancing rules.

Council Member Black stated that the State put out social distancing safety measures.

Motion carried.
Council Minutes
October 26th, 2020
Page Four.

PUBLIC COMMENT:

Dennis Heidenfelt – 1014 Howard St. – Stated that at the first of the year we are going to lose two very good Police Officers and need work on getting more officers.

COUNCIL MEMBER AND STAFF COMMENTS:

Council Member Sorensen congratulated City Manager/ Treasure Vicki Fishell on her wedding.

Council Member Black thanked City Manager/ Treasure Vicki Fishell for having Rowe do the analysis for the Sign Variance Request.

Council Member Irwin questioned if there was an update on the path by Red Maple.

DPW Superintendent Paul Zumbach stated that it is very close to the line of the City or the neighbor owning it and would need to get it surveyed.

Council Member Roth stated he believes that it is a City lot.

Council Member Irwin stated that the cars are still going to fast down that path and is concerned for kids' safety.

DPW Superintendent Paul Zumbach stated he can try to get something blocking the path by this fall.

Chief Becker stated that the crime rate is down 56 percent.

Mayor Duane Dunckel congratulated City Manager/ Treasurer Vicki Fishell on her wedding.

ADJOURNMENT:

With no further business, the Council Meeting was adjourned at **8:17 p.m.**

April Smith, Deputy City Clerk

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 101 General					
Dept 190 ELECTIONS	OPERATING EXPENSE	MT MORRIS MASONIC BUILDI	NOVEMBER ELECTION	300.00	
101-190-740.000		Total For Dept 190 ELECTIONS		300.00	

Dept 212 ACCOUNTANT	PROFESSIONAL SERVICES	PLANTE & MORAN	AUDIT BILLING YR ENDING JUNE 30, 2020	31,595.00	
101-212-801.000		Total For Dept 212 ACCOUNTANT		31,595.00	

Dept 215 ADMINISTRATION	OPERATING EXPENSE	GENESEE COUNTY HERALD	PUBLIC HEARING PUBLICATION	56.05	
101-215-740.000	PROFESSIONAL SERVICES	ROME PROFESSIONAL SERVIC	VARIANCE ANALYSIS	120.00	
101-215-801.000	MAINTENANCE AGREEMENTS	BS&A SOFTWARE	ANNUAL SERVICE./ SUPPORT FEE	544.83	
101-215-825.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	62.17	
101-215-850.000		VERIZON	PHONE CHARGES	38.30	
101-215-874.000	RECIEPT TO 731.00.00.9999.28620	GENESEE COUNTY TREASURER	LINA	16.65	
		Total For Dept 215 ADMINISTRATION		838.00	

Dept 253 TREASURER	MAINTENANCE AGREEMENTS	BS&A SOFTWARE	ANNUAL SERVICE./ SUPPORT FEE	1,340.49	
101-253-825.000		Total For Dept 253 TREASURER		1,340.49	

Dept 305 POLICE DEPARTMENT	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	261.53	
101-305-745.000	UNIFORMS	KEVIN MIHALIOF	BOOT REFUND	150.00	
101-305-825.000	MAINTENANCE AGREEMENTS	CORE TECHNOLOGY CORPORAT	ANNUAL MAINTENANCE	4,564.00	
101-305-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	35.52	
101-305-850.000		VERIZON	PHONE CHARGES	58.10	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	ARROWHEAD UPFITTERS, INC	REPAIRS	1,326.78	
101-305-930.000	REPAIR & MAINTENANCE - VEHICL	RANDY WISE CHEVROLET	REPAIRS	248.75	
101-305-990.000	DEBT SERVICE - PRIN	BALBOA CAPITALCORPORATIO	IN CAR CAMERAS	318.94	
		Total For Dept 305 POLICE DEPARTMENT		6,963.62	

Dept 336 FIRE DEPARTMENT	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	2.32	
101-336-745.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	17.77	
101-336-850.000	REPAIR & MAINTENANCE - VEHICL	COOK'S PERFORMANCE DIESE	REPAIRS	148.50	
101-336-930.000		Total For Dept 336 FIRE DEPARTMENT		168.59	

Dept 371 CODES & ENFORCEMENT	PROFESSIONAL SERVICES	VIENNA TOWNSHIP	3RD QUARTER BUILDING PERMITS	1,903.50	
101-371-801.000		Total For Dept 371 CODES & ENFORCEMENT		1,903.50	

Dept 441 PUBLIC WORKS	COMMUNICATIONS	COMCAST	DEW INTERNET/FAX	69.30	
101-441-850.000		VERIZON	PHONE CHARGES	29.58	
101-441-850.000	STREET LIGHTING	CONSUMERS ENERGY	STREET LIGHTS	2,941.98	
101-441-922.000	STREET LIGHTING	CONSUMERS ENERGY	LED LIGHTS	510.64	
101-441-922.000		Total For Dept 441 PUBLIC WORKS		3,551.50	

Dept 528 TRASH COLLECTION	PROFESSIONAL SERVICES	REPUBLIC SERVICES #237	GARBAGE SERVICES	14,148.72	
101-528-801.000		Total For Dept 528 TRASH COLLECTION		14,148.72	

Dept 738 LIBRARY

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 101 General Dept 738 LIBRARY 101-738-801.000	PROFESSIONAL SERVICES	SHERWOOD PROFESSIONAL CL	LIBRARY CLEANING	240.00	
	Total For Dept 738 LIBRARY			240.00	
	Total For Fund 101 General			61,049.42	
Fund 202 Major Street Dept 463 STREET ROUTINE MAINTENANCE 202-463-740.000 202-463-740.000	OPERATING EXPENSE OPERATING EXPENSE	C.B. LAWN CARE VERIZON	BRUSH CHIPPING PHONE CHARGES	50.00 59.16	
	Total For Dept 463 STREET ROUTINE MAINTENANCE			109.16	
Dept 474 TRAFFIC SERVICES 202-474-801.000 202-474-920.000	PROFESSIONAL SERVICES PUBLIC UTILITIES	GENESEE COUNTY ROAD COMM CONSUMERS ENERGY	LABOR/EQUIPMENT TRAFFIC LIGHTS	3,360.68 162.54	
	Total For Dept 474 TRAFFIC SERVICES			3,523.22	
Dept 478 WINTER MAINTENANCE 202-478-740.000	OPERATING EXPENSE	MICHIGAN MUNICIPAL LEAGU	CONSORTIUM DRIVERS FEE	300.00	
	Total For Dept 478 WINTER MAINTENANCE			300.00	
	Total For Fund 202 Major Street			3,932.38	
Fund 203 Local Street Dept 463 STREET ROUTINE MAINTENANCE 203-463-740.000	OPERATING EXPENSE	C.B. LAWN CARE	BRUSH CHIPPING	150.00	
	Total For Dept 463 STREET ROUTINE MAINTENANCE			150.00	
	Total For Fund 203 Local Street			150.00	
Fund 276 Downtown Development Authority Dept 103 AUTHORITY BOARD 276-103-740.000 276-103-740.000	OPERATING EXPENSE OPERATING EXPENSE	AUTO - WARES GROUP MENARDS - CLIO	SUPPLIES SUPPLIES	7.69 13.57	
	Total For Dept 103 AUTHORITY BOARD			21.26	
	Total For Fund 276 Downtown Development Authority			21.26	
Fund 591 Water Fund Dept 000 591-000-642.010	SALE OF WATER	CHARLES VARNER	WATER CREDIT 543 WALNUT ST	27.90	
	Total For Dept 000			27.90	
Dept 215 ADMINISTRATION 591-215-825.000 591-215-850.000 591-215-850.000 591-215-850.000 591-215-874.000	MAINTENANCE AGREEMENTS COMMUNICATIONS COMMUNICATIONS COMMUNICATIONS ATTN: KRISTIE PRIMEAU	BS&A SOFTWARE COMCAST COMCAST VERIZON GENESEE COUNTY TREASURER	ANNUAL SERVICE./ SUPPORT FEE DOW INTERNET/FAX INTERNET/FAX PHONE CHARGES LINA	865.84 69.30 35.52 29.59 8.33	
	Total For Dept 215 ADMINISTRATION			1,008.58	
Dept 537 WATER DISTRIBUTION 591-537-740.000 591-537-740.000 591-537-740.000	OPERATING EXPENSE OPERATING EXPENSE OPERATING EXPENSE	AUTO - WARES GROUP EGLE CASHIERS OFFICE TAYLOR STEEL CO.	SUPPLIES LEAD AND COPPER TESTING STEEL TUBE	9.58 1,040.00 32.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 591 Water Fund					
Dept 537 WATER DISTRIBUTION					
591-537-745.000	GAS & FUEL	MICHIGAN PETROLEUM TECH	UNLEADED GAS	40.65	
591-537-801.000	PROFESSIONAL SERVICES	ETNA SUPPLY	ANNUAL SUPPORT	3,000.00	
591-537-995.000	DEBT INTEREST	UNITED STATES DEPARTMENT	USDA NOVEMBER 2020	14,093.75	
				18,215.98	
			Total For Dept 537 WATER DISTRIBUTION		
			Total For Fund 591 Water Fund	19,252.46	
Fund 592 Sewer Fund					
Dept 215 ADMINISTRATION					
592-215-825.000	MAINTENANCE AGREEMENTS	BS&A SOFTWARE	ANNUAL SERVICE./ SUPPORT FEE	865.84	
592-215-850.000	COMMUNICATIONS	COMCAST	DPW INTERNET/FAX	69.29	
592-215-850.000	COMMUNICATIONS	COMCAST	INTERNET/FAX	26.65	
592-215-850.000	COMMUNICATIONS	VERIZON	PHONE CHARGES	29.59	
592-215-874.000	COMMUNICATIONS	GENESEE COUNTY TREASURER	LINA	8.32	
				999.69	
			Total For Dept 215 ADMINISTRATION		
Dept 536 SEWER DISTRIBUTION					
592-536-930.000	REPAIR & MAINTENANCE - VEHICL	AUTO - WARES GROUP	PARTS	9.31	
				9.31	
			Total For Dept 536 SEWER DISTRIBUTION		
			Total For Fund 592 Sewer Fund	1,009.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF MT MORRIS
EXP CHECK RUN DATES 11/10/2020 - 11/10/2020
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID
WARRANT 20-21

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund Totals:					
			Fund 101 General	61,049.42	
			Fund 202 Major Street	3,932.38	
			Fund 203 Local Street	150.00	
			Fund 276 Downtown Deve	21.26	
			Fund 591 Water Fund	19,252.46	
			Fund 592 Sewer Fund	1,009.00	
Total For All Funds:				85,414.52	

**CITY OF MT. MORRIS
RESOLUTION 20-23**

WHEREAS: The City of Mt. Morris has entered into a contract with the Genesee County Metropolitan Planning Commission for the 2020 Community Development Block Grant (CDBG) funds; and,

WHEREAS: One activity of the grant is for the City of Mt. Morris to fund improvements to storm drains along Spruce Street between Read Avenue and Saginaw Street. This activity is funded with \$25,677 of Genesee County CDBG funds; and,

WHEREAS: Pursuant thereto, quotes were received as follows:

COMPANY:	AMOUNT:
Masters Excavating & Septic LLC	\$25,680.00
Kennedy Excavating, Inc.	\$48,946.00
Champagne & Marx Excavating, Inc.	\$56,216.90
Cataldo, Inc.	\$107,830.00

WHEREAS: The said quotes have been reviewed by the Superintendent of Public Works and the manager and all have been found to be from responsible contractors and that the proposed work is pursuant to specifications; and,

WHEREAS: The cost of the services to be performed from the low bidder is \$25,680. The cost of advertising the bids is \$748.50. Genesee County Metropolitan Planning Commission through the CDBG funds will reimburse this through this contract and the remaining balance will come from the extra money left on the ADA-compliant doors to the Mt. Morris Library contract; and,

WHEREAS: Based upon the above, staff recommends that the low quote, to wit: Masters Excavating, be awarded the job;

NOW THEREFORE, BE IT RESOLVED,

That this Council does hereby accept the quote of Masters Excavating after inspection of all of the quotes submitted; does determine that the said quote is in accordance with specifications; and does hereby award the job to Masters Excavating, and does direct the manager and staff to prepare an appropriate memorandum incorporating this award.

Moved by Council member _____, seconded by Council member _____, and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, October 26th, 2020 at 7:15 p.m.

_____ Yea _____ Nay _____ Absent

Duane K. Dunckel, Mayor

April Smith, Deputy City Clerk

**CITY OF MT. MORRIS
RESOLUTION 20-24**

Authorize the approval and signing of an interlocal agreement for the Genesee County
Designated Assessor

WHEREAS: MCL 211.10g establishes the requirement for a designated assessor in each county and that such designation should be made before December 31, 2020; and,

WHEREAS: To meet the requirement of appointing a Designated Assessor for Genesee County, the assessing districts in Genesee County and the County of Genesee have agreed to designate Stacey Kaake as Designated Assessor; and,

WHEREAS: The Interlocal Agreement naming the Designated Assessor shall be binding upon all assessing districts upon its approval by the County Board of Commissioners, Stacey Kaake, a majority of the assessing districts, and the State Tax Commission; and,

WHEREAS: The Designated Assessor shall only act as the assessor of record for an assessing district when required to by the State Tax Commission pursuant to MCL 211.10g.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of The City of Mt. Morris approves the Interlocal Agreement naming Stacey Kaake, an individual qualified and certified by the State Tax Commission as a Michigan Master Assessing Officer, to be the County Designated Assessor for Genesee County; and,

BE IT FURTHER RESOLVED THAT:

The Mayor is authorized to sign the Interlocal Agreement.

Moved by Council member _____ seconded by Council member _____ and thereafter adopted by the City Council of the City of Mt. Morris at a regular meeting held Monday, November 9, 2020, at 7:15 p.m.

_____ Yea

_____ Nay

_____ Absent

Duane Dunckel, Mayor

April Smith, Deputy City Clerk



GENESEE COUNTY DEPARTMENT OF EQUALIZATION

1101 BEACH STREET-SUITE 206, FLINT, MICHIGAN, 48502-1468

TELEPHONE (810) 257-3017 FAX (810) 768-7954

Melissa Hayduk, MMAO (4), CAE, PPE
DIRECTOR

To: Martin Cousineau, Chairman, Genesee County Board of Commissioners

From: Melissa K. Hayduk, Genesee County Equalization Director

Date: October 28, 2020

Re: Interlocal Agreement and Designated Assessor recommendation

P.A. 660 of 2018 requires each county to notify the State Tax Commission, no later than December 31, 2020, of the individual that will serve as the county's Designated Assessor. The county must provide the State Tax Commission with an inter-local agreement executed by the County Board of Commissioners, a majority of the assessing districts within that county, and the proposed Designated Assessor for that county.

The process of finding an individual qualified to take on the role of Designated Assessor and developing an Inter-local Agreement has involved quite a bit of time and effort. After receiving further clarification and an Inter-local Agreement template from the State Tax Commission in August, an RFP was created and submitted for Designated Assessor proposals. The RFP was posted on the County's website, MITN, the Michigan Assessors Association (MAA) and emailed to all members of the MAA and all of the Genesee County Assessors. The due date to submit a proposal was 2:00pm, October 8, 2020.

One proposal was received for the Designated Assessor. The proposal received is from Mrs. Stacey Kaake. Mrs. Kaake is a Michigan Master Assessing Officer and Michigan Certified Personal Property Examiner and is currently the assessor for the City of Flint. Mrs. Kaake also has a Masters in Public Administration from the University of Michigan, Flint. She is active in the Michigan Assessors Association, serving as Vice President. She also serves as a member on the State CAMA Data Standards Committee and is an IAAO member.

The inter-local agreement has been developed to include all the necessary provisions required by the State Tax Commission. This information has been reviewed and the matter is being brought before you for consideration.

If you approve the Inter-local Agreement, it will then be forwarded on to the Assessing Districts to obtain approval of a majority of the districts. I have reached out to the Assessing District's assessors and officials regarding the Designated Assessor and Inter-local Agreement by holding informational meetings to update them and provide them with the Michigan Department of Treasury documents relating to P.A. 660 of 2018.

The State Tax Commission will then determine if the individual named as the Designated Assessor is capable of ensuring that the Assessing Districts within the county will achieve and maintain substantial compliance.

The Inter-local Agreement naming Stacey Kaake as the Genesee County Designated Assessor is attached. The document, along with her resume, is ready for your review and consideration. The same is submitted with a recommendation to approve.

Please feel free to reach out to me at any time with any questions you may have regarding this matter.

Genesee County Interlocal Agreement

to Approve the Designated Assessor

for the period commencing January 1, 2021 through December 31, 2025

Public Act 660 of 2018 requires a County to have a Designated Assessor on file with the State Tax Commission. Accordingly, the following Interlocal Agreement (“Agreement”) has been executed by the Board of Commissioners for Genesee County (“County”), a majority of the Assessing Districts in Genesee County (“Assessing Districts”), and the individual put forth as the proposed County Designated Assessor (“Designated Assessor”). Genesee County and the Assessing Districts are collectively referred to through this agreement as the “Parties”.

RECITALS

WHEREAS, the Assessing Districts are Municipal Corporations located within the County of Genesee, in the State of Michigan; and

WHEREAS, the Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common with each other and which each might exercise separately; and

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 et seq, and the Intergovernmental Transfer of Functions and Responsibility Act give effect to the Constitutional provision by providing that public agencies may enter into Interlocal agreements to carry out the respective functions, powers and authority; and

WHEREAS, P.A. 660 of 2018 requires each County to enter into an Agreement that designates the individual who will serve as the County Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Parties and the Designated Assessor agree as follows:

BACKGROUND INFORMATION

1a. Designation of County Designated Assessor. The County and a majority of the Assessing Districts in the County designate Stacey Kaake, who is an individual qualified and certified by the State Tax Commission as a Master Assessing Officer (Certification # R-8424), to be the Designated Assessor for Genesee County.

1b. Assessing Districts covered under this interlocal agreement are as follows: ARGENTINE TOWNSHIP, ATLAS TOWNSHIP, CLAYTON TOWNSHIP, DAVISON TOWNSHIP, FENTON TOWNSHIP, FLINT TOWNSHIP, FLUSHING TOWNSHIP, FOREST TOWNSHIP, GAINES TOWNSHIP, GENESEE TOWNSHIP, GRAND BLANC TOWNSHIP, MONTROSE TOWNSHIP, MT. MORRIS TOWNSHIP, MUNDY TOWNSHIP, RICHFIELD TOWNSHIP, THETFORD TOWNSHIP, VIENNA TOWNSHIP, CITY OF BURTON, CITY OF FLINT, CITY OF CLIO, CITY OF DAVISON, CITY OF FENTON, CITY OF FLUSHING, CITY OF GRAND BLANC, CITY OF LINDEN, CITY OF MONTROSE, CITY OF MT. MORRIS, and CITY OF SWARTZ CREEK

1c. SEV totals by class (including special act values) for Genesee County as of 2020 are as follows.

Agricultural	219,370,714	Timber-Cutover	0
Commercial	2,455,941,400	Developmental	0
Industrial	392,704,900	Total Real Property	12,275,393,624
Residential	9,207,376,610	Personal Property	784,141,200
		Total Real and Personal Property	13,059,544,824

Total number of parcels, by classification, including special act rolls, within each local unit totals by class for Genesee County as of 2020 are labeled Parcel Count Report, attached at the end of this Agreement, and incorporated herein by this reference.

1d. List of any unique, complex, or high value properties within the County. General Motors, Great Lakes Gas Transmission and Consumers Energy.

1f. Term of Agreement. If approved by the State Tax Commission, the County Designated Assessor shall serve for a minimum of five (5) years from the date of the approved designation. The designation shall not be revoked, and no new designation shall be made earlier than five (5) years following the date of the approved designation, except in the event of the death or disability of the Designated Assessor.

1g. Agreement Effective Date. The effective date of this agreement shall commence on January 1, 2021, or at such time the State Tax Commission approves the designation of the Designated Assessor, whichever comes last.

1h. Place of Performance of Duties. The duties performed by the Designated Assessor shall be carried out at the principal office of the Designated Assessor located at 1415 Bluffview Lane, Grand Blanc, Michigan, 48439. Office hours at an Assessing District's Township or City Hall will be negotiated at such a time an Assessing District chooses to or is ordered to have the Designated Assessor act as their assessor of record.

QUALIFICATIONS OF DESIGNATED ASSESSOR

2a. Current assessor certification level and number. Stacey Kaake is currently certified as a Michigan Master Assessing Officer (“MMAO”). Certification number is R-8424.

2b. Current employment status of the Designated Assessor. Stacey Kaake is currently the assessor for the City of Flint.

2c. Prior local unit assessing experience. Stacey Kaake was the assessor of record for City of Burton, City of Bay City, and Independence Township.

2d. Conflict of interest disclosures. Stacey Kaake is the assessor of record for the City of Flint.

SCOPE OF SERVICES PROVIDED BY DESIGNATED ASSESSOR

3a. Preparation of assessment rolls. The Designated Assessor shall annually meet the guidelines of the State Tax Commissions document “Supervising Preparation of the Assessment Roll” for any Assessing District under contract with the Designated Assessor.

3b. Plan to correct deficiencies found in an Audit of Minimum Assessing Requirements (“AMAR”) audit. The Designated Assessor shall file a Corrective Action Plan with the State Tax Commission within 30 days of assuming jurisdiction of an Assessing District who was found to have deficiencies on their latest AMAR audit. With the exception of a complete reappraisal, all identified AMAR deficiencies will be corrected within one year of assumption of the Assessing District, unless otherwise agreed upon by the Designated Assessor, Assessing District and the State Tax Commission.

3c. Attendance at Boards of Review Meetings. After assuming jurisdiction of an Assessing District, the Designated Assessor or their designee shall be present at all Boards of Review.

3d. Duties and responsibilities related to property tax appeals. The Assessing District shall retain ultimate control of all litigation and settlement negotiations and the Designated Assessor shall operate under the direction of the Assessing District in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Any appeal to the Tax Tribunal may result in the Assessing District obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Designated Assessor in the defense of such appeals, additional fees for preparing necessary appraisals and/or consultation shall be reviewed in advance by the Assessing District and agreed upon on a case-by-case basis. The Assessing District may choose to retain the Designated Assessor to prepare this report or may employ another firm to prepare a supportable and defensible report for an additional fee.

The Designated Assessor shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included as part of the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, the Designated Assessor shall provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide documents, analysis and advice as may be required in the determination of the Designated Assessor or the Assessing District to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the Assessing District or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Designated Assessor shall be available to the Assessing District for such further assistance as is required by the Assessing District in the defense of such appeal. The Designated Assessor shall be available as an expert witness on behalf of the Assessing District in any proceedings. Mileage expenses for travel required for appearance at Tax Tribunal hearings or State Tax Commission hearings shall be reimbursed at the rate per mile recognized by the Internal Revenue Service's allowance for business use of an automobile and the hourly rate as identified in section 5a of this agreement.

3e. Reporting requirement and responsibility to meet with local unit officials. On or before December 31 of each year, at the Assessing District's request, the Designated Assessor shall prepare written recommendations and conclusions regarding the current state of the Assessing District's assessment rolls, by class, together with specific recommendations concerning actions which, in the opinion of the Designated Assessor, should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

3f. Any and all obligations of local unit assessing staff members. If an Assessing District employs any assessing staff other than the Assessor of Record, those staff members shall remain employees of the Assessing District. Those staff members will continue to conduct their duties as they understand them under the supervision of the Designated Assessor. If changes in duties are identified as necessary by the Designated Assessor, those changes will be discussed with the employee and Assessing District prior to implementation. No existing staff member will be terminated by the Designated Assessor without prior approval of the Assessing District.

3g. Responsibilities of Designated Assessor while not acting as an assessor of record for an assessing district under this agreement. The Designated Assessor will have no official duties of record until such time they are appointed the Assessor of Record of an Assessing District. Upon their request, The Designated Assessor will meet with the Assessing District to discuss potential solutions of any deficiencies identified by an AMAR audit to avoid any formal action by the State Tax Commission.

3h. Requirement to remain certified and in good-standing. The Designated Assessor shall maintain their MMAO Certification and remain in good standing with the State Tax Commission.

3i. Non-exclusivity of assessing services. Nothing in this Agreement prevents or limits the Designated Assessor from serving as the Designated Assessor, Assessor of Record or Equalization Director for this or any other County in Michigan.

DUTIES AND RESPONSIBILITIES FOR LOCAL ASSESSING DISTRICTS CONTRACTING WITH THE DESIGNATED ASSESSOR

4a. Access to required documents and information. While under contract with the Designated Assessor, the Assessing District shall provide reasonable access to all assessing records, documents, databases, and information. This shall include remote access, if available, to the Assessing District's computer and network system.

4b. Policies and procedures of Assessing District. While under contract with the Designated Assessor, the Assessing District shall make the Designated Assessor aware of any applicable local policies and procedures including technology, equipment, facilities, personnel, etc. that may apply to them as a contractor.

COST AND COMPENSATION FOR DESIGNATED ASSESSOR

5a. Payment terms and Fee Structure. All assessing maintenance contracts will be based on a per parcel basis with the following fee schedule:

Agricultural Real -	\$12.00 per parcel
Commercial Real -	\$15.00 per parcel
Industrial Real -	\$15.00 per parcel
Residential Real -	\$12.00 per parcel
Other Real -	\$16.00 per parcel
Personal Property -	\$20.00 per parcel
Special Act Parcels -	\$20.00 per parcel

The above stated fees shall include an annual on-site review of at least 20% of the total ad-valorem real property count.

All re-appraisal contracts will be based on a per parcel basis with the following fee schedule:

Agricultural Real -	\$65.00 per parcel
Commercial Real -	\$65.00 per parcel
Industrial Real -	\$65.00 per parcel
Residential Real -	\$65.00 per parcel
Other Real -	\$65.00 per parcel

Hourly fee schedule of personnel are as follows:

MMAO Assessor -	\$100.00 per hour
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MAAO Assessor -	\$50.00 per hour
MCAO Assessor -	\$30.00 per hour
Support Staff -	\$25.00 per hour

Office hours if required by the Assessing District will be billed at \$50.00 per hour, for any person with a level MAAO.

5b. Payment responsibility. All fees associated with serving as the Designated Assessor shall be paid directly by the user Assessing District under contract within 30 days of invoicing.

5c. Retainer fee. For as long as Stacey Kaake is the Designated Assessor a retainer fee for this agreement will be \$200.00 per Assessing District, per year which will be paid as indicated in 5b. This fee gives each unit 2 hours of work with the current assessor, per year, to answer questions regarding the AMAR, or to help address issues that may come from a future AMAR. This will help the current assessor and Designated Assessor to be preemptive of potential issues.

5d. Payment in the event of death or disability of the Designated Assessor. In the event of the disability of the Designated Assessor, all payments for completed work shall be made to the Designated Assessor.

In the event of the death of the Designated Assessor, all payments for completed work shall be made to Mark Kaake.

5e. Cost reimbursement for when the Designated Assessor is acting as assessor of record. Any cost incurred by the Designated Assessor outside of what is covered under the maintenance or reappraisal contract while acting as the assessor of record shall be reimbursed by the user Assessing District under contract within 30 days of invoicing.

5f. Identification of certain costs. The following items will be considered additional cost items and will be billed at their actual cost of supplies and materials plus the hourly fee of the personnel who completed the work as stated in section 5a of this Agreement.

- Setting up Tax database for tax collection
- Printing and or mailing of tax bills
- Printing and or mailing of assessment change notices
- Appraisal work for an entire MTT tribunal
- Expert witness testimony for an entire MTT tribunal

Unless otherwise agreed upon, the Designated Assessor will be responsible for the cost of employing additional assessing staff to bring the assessing unit into AMAR compliance.

MISCELLANEOUS

6a. Petition to State Tax Commission. Upon the execution and filing of this Interlocal Agreement, the County shall petition the State Tax Commission to approve the individual named in Section 1a of this Interlocal Agreement to serve as the County Designated Assessor. The individual shall serve as the County Designated Assessor upon approval of the State Tax Commission. If the State Tax Commission rejects the County's petition, then the parties agree to enter into additional Interlocal Agreements under MCL 211.10g(4)(a) until a suitable Assessor has been presented.

6b. Nondiscrimination. The Parties shall adhere to all Federal, State, and local laws, ordinances and regulations prohibiting discrimination in the performance of this Interlocal Agreement. The Parties shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, disability that is unrelated to an individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Interlocal Agreement.

6c. Governing Law and Venue. This Agreement is entered into under the laws of the State of Michigan. Any litigation arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

6d. Liability. The Designated Assessor and its agents and employees are independent contractors and not employees of the County or the Assessing Districts. Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims. This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

6e. No Assignment or Modification. The Designated Assessor may not assign or subcontract this Agreement without express consent. The Agreement may be modified only in writing under the same formalities as this Agreement.

6f. Binding Effect. The provisions of this Contract apply to and bind the heirs, executors, administrators, and assigns of all signors.

6g. Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this Agreement.

CERTIFICATION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

COUNTY OF GENESEE

10/28/2020

DocuSigned by:
Martin Cousineau
Dr. Martin Cousineau, Chair
County Board of Commissioners

Date

ARGENTINE TOWNSHIP

Supervisor

Date

ATLAS TOWNSHIP

Supervisor

Date

CLAYTON TOWNSHIP

Supervisor

Date

DAVISON TOWNSHIP

Supervisor

Date

FENTON TOWNSHIP

Supervisor

Date

FLINT TOWNSHIP

Supervisor

Date

FLUSHING TOWNSHIP

Supervisor

Date

FOREST TOWNSHIP

Supervisor

Date

GAINES TOWNSHIP

Supervisor

Date

GENESEE TOWNSHIP

Supervisor

Date

GRAND BLANC TOWNSHIP

Supervisor

Date

MONTROSE TOWNSHIP

Supervisor

Date

MT. MORRIS TOWNSHIP

Supervisor

Date

MUNDY TOWNSHIP

Supervisor

Date

RICHFIELD TOWNSHIP

Supervisor

Date

THETFORD TOWNSHIP

Supervisor

Date

VIENNA TOWNSHIP

Supervisor

Date

CITY OF BURTON

Mayor

Date

CITY OF CLIO

Mayor

Date

CITY OF DAVISON

Mayor

Date

CITY OF FENTON

Mayor

Date

CITY OF FLINT

Mayor

Date

CITY OF FLUSHING

Mayor

Date

CITY OF GRAND BLANC

Mayor

Date

CITY OF LINDEN

Mayor

Date

CITY OF MONTROSE

Mayor

Date

CITY OF MT. MORRIS

Mayor

Date

CITY OF SWARTZ CREEK

Mayor

Date

COUNTY DESIGNATED ASSESSOR

Stacey Kaake

Date

County: 25- GENESEE

Governmental Unit	Real							Personal						Exempt	Grand Total
	Ag	Comm	Ind	Res	T-C	Dev	Total	Ag	Comm	Ind	Res	Util	Total		
ARGENTINE TOWNSHIP	144	49	3	3218	0	0	3414	0	78	0	0	3	81	55	3550
ATLAS TOWNSHIP	25	99	39	3395	0	0	3558	0	188	3	0	8	199	60	3817
CLAYTON TOWNSHIP	211	93	13	2996	0	0	3313	0	119	2	0	8	129	93	3535
DAVISON TOWNSHIP	83	230	37	6293	0	0	6643	0	414	5	0	9	428	58	7129
FENTON TOWNSHIP	2	221	19	7676	0	0	7918	0	304	10	0	4	318	110	8346
FLINT TOWNSHIP	0	1180	60	10087	0	0	11327	0	1806	14	0	6	1826	697	13850
FLUSHING TOWNSHIP	160	41	4	4043	0	0	4248	0	91	1	0	5	97	40	4385
FOREST TOWNSHIP	167	83	27	2079	0	0	2356	0	105	5	0	11	121	61	2538
GAINES TOWNSHIP	207	41	3	2924	0	0	3175	0	52	0	0	4	56	62	3293
GENESEE TOWNSHIP	53	370	98	7463	0	0	7984	0	391	12	0	15	418	491	8893
GRAND BLANC TOWNSHIP	0	593	119	13166	0	0	13878	0	890	49	0	4	943	174	14995
MONTROSE TOWNSHIP	198	48	17	2470	0	0	2733	0	110	2	0	3	115	35	2883
MT MORRIS TOWNSHIP	91	661	50	9136	0	0	9938	0	584	6	0	12	602	1056	11596
MUNDY TOWNSHIP	115	282	72	6424	0	0	6893	0	548	10	0	5	563	126	7582
RICHFIELD TOWNSHIP	80	90	38	3950	0	0	4158	0	182	6	0	10	198	80	4436
THETFORD TOWNSHIP	170	73	32	2707	0	0	2982	0	111	0	0	19	130	32	3144
VIENNA TOWNSHIP	79	287	44	5349	0	0	5759	0	357	7	0	11	375	65	6199
CITY OF CLIO	0	128	8	684	0	0	820	0	150	3	0	3	156	70	1046
CITY OF DAVISON	0	127	19	1512	0	0	1658	0	244	7	0	3	254	81	1993
CITY OF FENTON	0	408	55	4096	0	0	4559	0	681	35	0	2	718	327	5604
CITY OF FLINT	0	4541	464	50541	0	0	55546	0	2212	88	0	13	2313	0	57859
CITY OF FLUSHING	0	167	11	3163	0	0	3341	0	257	4	0	1	262	95	3698
CITY OF GRAND BLANC	0	205	5	2380	0	0	2590	0	401	2	0	1	404	88	3082
CITY OF MT MORRIS	0	111	3	1097	0	0	1211	0	114	0	0	5	119	117	1447
CITY OF SWARTZ CREEK	0	154	8	2288	0	0	2450	0	255	1	0	1	257	97	2804
CITY OF BURTON	0	744	207	12453	0	0	13404	0	873	43	0	12	928	289	14621
CITY OF MONTROSE	0	66	2	603	0	0	671	0	64	0	0	1	65	52	788
CITY OF LINDEN	0	93	2	1651	0	0	1746	0	142	0	0	1	143	34	1923
Totals	1785	11185	1459	173844	0	0	188273	0	11723	315	0	180	12218	4545	205036