



Angela Rogensues, President
Dave Dwyer, Asst. Secretary-Mayor Pro Tem

Melody Magee, Vice-President
Gary Boike
Henry Newnan

Mindy Moore, Secretary
Jonathan Lafferty

A Special Meeting of the City Council – Monday, February 5, 2024 at 5:30 p.m. to be held at the Warren Community Center, Conference Room A (first floor), located at 5460 Arden Road, Warren, MI 48092

Members of the audience who would like to address the City Council this evening may do so under the Audience portion and will be allowed 3 minutes to speak.

AGENDA

- 1 CALL TO ORDER
- 2 ROLL CALL
- 3 ADOPTION OF THE AGENDA-Acknowledge Receipt of Special Meeting Notice.
- 4 Approval of Independent Contractor Agreement between the City of Warren and Assessment Administration Services, L.L.C. CONSIDERATION AND ADOPTION OF A RESOLUTION.
- 5 AUDIENCE PARTICIPATION
- 6 ADJOURNMENT

MINDY MOORE
Secretary of the Council



DATE: FEBRUARY 2, 2024
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
FROM: RFP-W-1098 REVIEW PANEL
SUBJECT: REVIEW PANEL RECOMMENDATION TO CERTIFY ASSESSMENT ROLLS AND FURNISH ASSESSING SERVICES

RECOMMENDATION:

The RFP-W-1098 Review Panel unanimously recommends that RFP-W-1098, for Certifying the Assessment Rolls and Furnishing Assessment Services for the City of Warren, be awarded to Assessment Administration Services (AAS), LLC, 61060 Winterberry Drive, Washington, MI 48094, in an amount not to exceed \$163,000.00.

OVERVIEW:

The City of Warren requires a MMAO Level 4 Assessor to Certify the City's Assessment Rolls, to be responsible for representing the City in Michigan Tax Tribunal (M.T.T.) cases, and to provide an assessment of the City's Assessing Division.

FIRM'S RESPONSIBILITIES: (list in not all-inclusive):

- The preparation and certification of, and the accounting for, the City's various property Assessment Rolls. The contractor shall perform all other statutory functions of an Assessor.
- The contractor may be asked to represent the City in Michigan Tax Tribunal cases. For large/complex cases, the City will consider retaining legal services to assist in representation. There are clerical position resources at the City that will be made available for support of this contract position. The level of support necessary for this assessing services contract will be negotiated.
- Provide an hourly rate table to the City for performing any additional City-requested services that fall outside of certifying the Assessment Rolls (Michigan Tax Tribunal Cases).
- Provide an assessment of the Assessing Division operations to aid the individual who will be permanently appointed as the Warren City Assessor, by the Mayor of Warren. This assessment does not need to be made by a MMAO Level (4) Assessor.
- The required minimum qualifications for the firm is to have a Michigan Master Assessing Officer MMAO Assessors Certificate; formal training in the principals, methods and techniques of real and personal property appraisal and assessment; and extensive knowledge of the laws, rules and regulations governing residential, commercial, industrial, and personal property appraisal and assessment.

The firm shall also be responsible for completing and properly submitting the items listed below:

- Signing the 2024 Assessment Roll;
- Completing all reports regarding IFT's, Brownfields, DDA, TIFA, CFT;
- Completing all City Warrants;
- Board of Review Reporting;
- All County Equalization Reporting;
- Reports required from Controller's office or City's Auditing Firm.

CITY'S RESPONSIBILITIES:

- The current Assessing Division staff will be supervised by the City's Deputy Assessor.
- The Deputy Assessor will act as a liaison between the awarded contractor and the Assessing Staff.
- The Assessing staff will be performing the necessary fieldwork in compliance with State Tax Commission guidelines.
- The City Staff shall be responsible for completing the following:
 - Processing principal residence exemptions, rescissions, and denials.;
 - Processing land division or any legal description changes to the Assessment Rolls;
 - Reviewing all deeds and update the Assessment Roll to reflect current property ownership;
 - Reviewing all Property Transfer Affidavits;
 - Maintaining a record of sales activity to determine Fair Market Value and Assessed Value;
 - Updating property information with new construction and demolitions;
 - Assisting taxpayers with information;
 - Maintaining a record of all business Personal Property along with the valuation and exemptions;
 - Annually calculate capped and taxable values for all properties.

REQUEST FOR PROPOSALS PROCESS:

On Wednesday, January 31, 2024, electronic proposals were publicly opened for RFP-W-1098, to Certify Assessment Rolls and to provide Assessing Services for the City of Warren.

RFP's were solicited through BidNet® (MITN). One (1) firm, Assessment Administration Services, LLC, submitted a proposals.

SELECTION:

The RFP Committee unanimously approved recommending Assessment Administration Services, LLC to Certify the Assessment Rolls and to provide Assessing services for the City.

AGREEMENT:

The agreement will be to

1. Certify the Assessment Rolls
2. Represent the City in M.T.T. Cases
3. Provide an Assessment of the Assessing Division

COST:

The cost will be based on the services requested by the City, based on prices shown in the Pricing Table below. The City cannot predict the number of M.T.T. cases that will be assigned to AAS, or the number of months beyond April 30, 2024 that the City will need AAS to provide additional services. Therefore, estimates are based on a not to exceed amount of \$163,000.00 for the period commencing on the date of City Council approval through January 31, 2025. The monthly rate shall be re-assessed after May 1, 2024 and may be revised based on the role of AAS moving forward.

PRICING TABLE		
DESCRIPTION	UNIT COST	ESTIMATED ANNUAL COST
PRICE TO CERTIFY THE 2024 ASSESSMENT ROLLS THROUGH APRIL 30, 2024.	\$ 50,000.00	\$ 50,000.00
HOURLY RATE FOR REPRESENTING THE CITY IN M.T.T. CASES AND OTHER MISC. PROJECTS	\$ 100.00	\$ 5,000.00
MONTHLY FEE, AFTER APRIL 30, 2024, FOR ALL NECESSARY SERVICES REGARDING THE ASSESSING DEPARTMENT	\$ 12,000.00	\$ 108,000.00
ONE YEAR ESTIMATED NOT TO EXCEED TOTAL:		\$ 163,000.00

The City is planning to utilize the services of AAS from the execution of a contract until thirty (30) days after a MMAO Level 4 Assessor has been appointed by Mayor Lori M. Stone, approved by your honorable body. This thirty (30) day period will allow the appointed Assessor to settle into the position and be updated on key activities within the Assessing Department.

The agreement will have the option to extend for two additional one-year periods at prices mutually agreed upon between the City and AAS. Each optional year shall be approved by City Council.

Funds are available in the following Account dependent upon concurrent resolution of budget amendment: 101-1294-82602.

The attached proposed contract has been approved as to form by the Assistant City Attorney, Laura Sullivan.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

REVIEW PANEL MEMBERS:

Richard Fox, City Controller

Mindy Moore, City Council Secretary

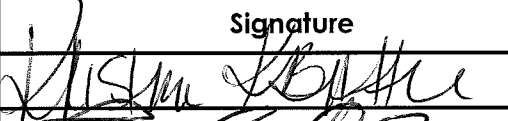


Jacqueline Damron, Acting Human Resources Director

Laura Sullivan, Assistant City Attorney

Lee Zumbrunnen, Acting City Assessor

Mike Fontana, Personal Property Examiner

Craig Treppa, Purchasing Agent

Approved By:	Signature	Date
Budget Director:		2/2/2024
Controller:		2/2/2024
MAYOR:		2/2/24

RESOLUTION

Document No: RFP-W-1098
Product or Service: Assessing Services
Requesting Department: RFP Review Panel

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2024 at 7 p.m. Local Time, in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

The following preamble and resolution were offered by Councilmember _____ and supported by Councilmember _____.

Electronic Request for Proposals to furnish Assessing Services for the City of Warren were accepted, publicly opened and read on Wednesday, January 31, 2024 at 1 p.m.

The following proposals have been received by City Council:

- | <u>PROPOSER:</u> | <u>AMOUNT:</u> |
|--|----------------|
| • Assessment Administration Services, LLC. (AAS) | |

The review panel has recommended that, in the best interest of the City, that Assessment Administration Services, LLC, 61060 Winterberry Drive, Washington, MI 48094 be awarded RFP-W-1098; To Furnish Assessing Services for the City of Warren in an amount not to exceed \$163,000.00 for Assessing Services commencing on the City Council approval date through January 31, 2025.

Based upon its proposal, it has been determined that Assessment Administration Services, LLC possesses the professional and technical skills related to experience, and demonstrated responsibility.

Funds are available in the following Account dependent upon concurrent resolution of budget amendment: 101-1294-82602.

IT IS RESOLVED, that the proposal of Assessment Administration Services, LLC is hereby accepted by City Council to furnish Assessing Services for the City of Warren for the period commencing on the date of City Council approval through January 31, 2025, with an option to extend the agreement for up to two (2) additional one-year periods (February 1, 2025 through January 31, 2026 and February 1, 2026 through January 31, 2027) with the mutual consent of both parties, at agreed upon pricing, and with City Council approval.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents that are necessary for this approval consistent with the terms of the:

- X Proposal Documents
- X Contract
- X Resolution

and in such form that meets with the satisfaction of the City Attorney if review is required.

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, 2024.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution
adopted by the Council of the City of Warren at its meeting held on
_____, 2024.

Sonja Buffa
City Clerk



February 2, 2024

CITY ATTORNEY'S OFFICE

One City Square, Suite 400
WARREN, MI 48093
(586) 574-4671
Fax (586) 574-4530
www.cityofwarren.org

Mr. Craig Treppa
Purchasing Agent
City of Warren

RE: *Independent Contractor Agreement between Assessment Administration Services, LLC and the City of Warren to Furnish Assessing Services for the City of Warren (RFP-W-1098)*

Dear Mr. Treppa:

I have reviewed the above Agreement (attached) and find it acceptable as to form.

Please do not hesitate to contact me if I may be of further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Laura Sullivan".

Laura Sullivan
Assistant City Attorney

Attachment

LS/vlt Ltr to Craig Treppa re Independent Contractor Agreement re Assessing – Assessment Administration Serv ID 103596

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (Agreement) is made between The City of Warren (City) and Assessment Administration Services, L.L.C. (Contractor), as follows:

1. **Effective Date.** This Agreement shall be effective when executed by both parties.
2. **Term.** This Agreement shall remain in effect through January 31, 2025 with options to extend for two additional one-year periods (February 1 2025 through January 31, 2026 and February 1, 2026 through January 31, 2027) unless earlier terminated as provided herein. Each extendable period shall consist of pricing that has been mutually agreed upon by both parties.
3. **Retention of Contractor.** The City hereby retains Contractor to perform independent contracting services to provide those assessment functions which may be performed by an independent contractor consistent with Michigan law (Services). Contractor accepts such assignment, subject to the terms and conditions set forth in this Agreement and the RFP-W-1098 proposal submitted for Assessing Services by Contractor.

The Services shall include:

- (a) Preparation, maintenance, and supervision of the Assessment Roll for Real and Personal Property (including any special acts), as well as special assessments, as outlined by State Tax Commission rules and regulations;
- (b) Complete all reports regarding IFT's, Brownfields, DDA, TIFA, CFT;
- (c) Preparation for and representation of the City at Michigan Tax Tribunal hearings including the preparation of valuation disclosures and testifying if necessary;
- (d) Process applicable reports regarding the March, July, and December Boards of Review;
- (e) Preparation of reports and forms related to Assessing as required by County Equalization and the State of Michigan;
- (f) Maintain Compliance with the State Tax Commission's Assessment Roll Audit;
- (g) Reports required from Controller's office or City's Auditing Firm;
- (h) Provide a Michigan Master Assessing Officer to certify the assessment roll;

- (i) Provide office hours and availability of Assessor/assessor support staff one day per week or as needed except for vacations, holidays or sick days;
- (j) Provide knowledgeable customer service to the constituents of the City of Warren;
- (k) All performed duties of the Assessor of record; and
- (l) Attend any necessary work sessions and City Council meetings.

4. Independent Contractor. Contractor's relationship with the City under this Agreement is that of independent contractor and not that of employee, partner, or joint venturer. Contractor shall be responsible for payment of its own federal, state, and local taxes. Contractor shall not participate in City's fringe benefit plans or programs.

5. Contractor's Compensation. In consideration of Contractor's activities under Paragraph 3 of this Agreement, the City shall pay Contractor as follows:

- (a) \$50,000 at the beginning of the Agreement. This payment covers assessment roll supervision until April 30, 2024.
- (b) \$12,000 per month beginning May 1, 2024 for the duration of the Agreement. This fee shall be re-assessed prior to May 1, 2024, and if needed, shall be adjusted in the form of an addendum to the Agreement.
- (c) Contractor agrees to provide additional services at the rate of \$100 per hour for extraordinary circumstances regarding Michigan Tax Tribunals or any other miscellaneous projects deemed necessary and mutually agreed upon by both parties.

6. Proprietary Information. Contractor acknowledges that through its activities under this Agreement, it may come into possession of confidential or proprietary information belonging to the City. Contractor agrees that it will not directly or indirectly disclose to any other person or entity, or make any use of, any of the City's confidential or proprietary information, whether or not such information was developed or obtained by Contractor, except as authorized by the City in connection with Contractor's activities under this Agreement and in furtherance of the City's best interests. Upon termination of this Agreement, Contractor shall return to the City all such confidential and proprietary information in its possession and control and shall not make or retain any copies or summaries.

7. Termination. This Agreement may be terminated as follows:

- (a) Either party may elect to terminate this Agreement for any reason upon thirty (30) days written notice to the other party after April 30, 2024. Compensation to Contractor shall be prorated through the last date of services provided by Contractor beginning May 1, 2024.

- (b) The City may immediately terminate this Agreement, in its sole discretion in the event of Contractor's gross negligence or gross dereliction of duties; the conviction of a crime by one of Contractor's principals; or other circumstances that defeat the purpose of this Agreement.

9. Indemnity and Insurance. Contractor shall be liable to the City, and hereby agrees to indemnify and hold the City harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of Contractor or any of its employees in the performance of this Agreement that are covered by the policies listed in subparagraphs "a" through "e" below and as stated on the attached Certificate of Liability Insurance.

The Contractor will carry the following insurance coverage at all times during this agreement:

- (a) Comprehensive general liability insurance covering the Contractor and the City in the project with not less than the following limits of liability, on an occurrence basis with combined single limits, as follows:

- i. General Aggregate \$4,000,000
- ii. Products/Completed Operations Aggregate \$4,000,000
- iii. Personal & Advertising Injury \$2,000,000
- iv. Property Damage Liability \$4,000,000
- v. Each Occurrence \$2,000,000
- vi. Fire Damage-Any one fire \$ 50,000
- vii. Medical Expense-Any one person \$ 10,000

Per project aggregate limit, Independent contractor's coverage, Broad form property damage Blanket contractual liability coverage

- (b) Automobile Liability: \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

- (c) Workers' Compensation Insurance: Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of Contractor, as required by Worker's Disability Compensation Act of State of Michigan.

- (d) Professional Errors/Omissions Liability: Each Occurrence \$2,000,000, Aggregate \$2,000,000.

(e) Umbrella Excess Liability Policy: Umbrella liability shall be \$4,000,000 and be "following form".

Insurance must be A.M. Best A or better, as listed in the current edition of A.M. Best key rating guide. A financial rating of not lower than IV is required utilizing the A.M. Best key rating guide. The contractor shall provide the owner with a copy of the surety or insurance company certificate license, or authorization to conduct business within the state of Michigan, which is a requirement for insurance. The successful bidder shall provide insurance in the types and amounts as provided in the contract. Contractor shall continue or extend all insurance coverages and policies required throughout the term of the contract and for up to six (6) months after expiration or termination of the contract, if requested by the City.

10. Arbitration and Limitation of Actions. Contractor understands and agrees that it shall bring any dispute arising under this Agreement solely in binding arbitration conducted in accordance with commercial arbitration rules of the American Arbitration Association then applicable. Said arbitration shall be time-barred after 90 days of the incident giving rise to the loss for which Contractor seeks recovery. Arbitration shall occur in a mutually-agreeable location within Macomb County.

11. Entire Agreement. This Agreement contains the entire understanding of the parties related to the subject matter hereof and supersedes all previous verbal and written agreements, representations, or warranties.

12. Counterparts. This Agreement may be executed in separate counterparts. A copy of this Agreement is effective as an original.

13. Miscellaneous Representations. Each party has consulted or has had the opportunity to consult with its own attorney prior to execution of this Agreement. Each party has read this Agreement in its entirety before signing and understands its terms. Each party signs as its free act. There shall be no presumption or construction of this Agreement in favor of any party based on draftsmanship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

THE CITY OF WARREN

ASSESSMENT ADMINISTRATION
SERVICES, L.L.C.

By: Sonja Buffa
Its: City Clerk

By: Lisa Griffin
Its: Member

By: Lori M. Stone
Its: Mayor



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(586) 574-4600
FAX (586) 574-4614
www.cityofwarren.org

February 2, 2024

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for an Increase in Budgeted Appropriations – Administration
Unallocated

Dear Council Secretary Moore:

The Controller's Office has indicated a need for an additional appropriation of funds in the amount of \$163,000.00 to cover assessing services awarded to Assessment Administration Services (AAS), LLC as outlined in award RFP-W-1098,

A copy of an amending budget resolution is attached for Council action.

Respectfully,

A handwritten signature in black ink, appearing to read "Kristina K Battle".

Kristina K Battle
Budget Director

Approved: _____

A handwritten signature in black ink, appearing to read "Lori M. Stone".
Lori M. Stone, Mayor

cc: Richard Fox

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2024 BUDGET

A _____ Meeting of the City Council of the City of Warren,
County of Macomb, Michigan held _____, 2024, at 7:00 o'clock p.m.
Eastern Standard Time in the Council Chambers at the Warren Community Center.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and resolution were offered by Council Member _____,
and supported by Council Member _____.

WHEREAS, the budget for fiscal year July 1, 2023 to June 30, 2024 was adopted by
Council on May 9, 2023, and

WHEREAS, the Controller's Office has indicated a need for an additional appropriation
of funds in the amount of \$163,000.00 to cover assessing services awarded to Assessment
Administration Services (AAS), LLC as outlined in award RFP-W-1098,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2024 Budget, approves the additional
appropriation of funds to the following budget line items in the General Fund Budget in the
amount of \$163,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1294-82602	Professional Services	\$ 163,000.00
<u>Transfer From:</u>		
101-0000-39601	General Fund Contingency	\$ 163,000.00

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2024 in the amount of \$163,000.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2024.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

I, SONJA BUFFA, duly elected City Clerk for the City of Warren, Macomb County, Michigan, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Council at its meeting held on_____.

SONJA BUFFA
City Clerk