

**PROPERTY TAX ASSESMENT  
CONTRACT BETWEEN BAINBRIDGE TOWNSHIP  
AND SCOTT ANDERSON**

Section I. Appointment

By motion adopted on January 10, 2022 the Township Board of Bainbridge Township hereby approves the contract with Scott Anderson as Property Tax Assessor (Assessor), for Bainbridge Township, Berrien County, Michigan.

This agreement establishes the duties, processes, policies and responsibilities of the Assessor and the terms, conditions and compensation covering such appointment. Neither such appointment nor this Agreement may be assigned by the Assessor.

Section II. Duties of the Assessor

The Assessor shall:

- A. The Assessor shall oversee and administer an annual assessment of all property liable to taxation in Bainbridge Township in accordance with the constitution and laws of the State of Michigan;
- B. Input all information on the computer-assisted mass appraisal system that is approved by the State Tax Commission as having sufficient software capabilities and to store back up necessary date;
- C. Personally travel throughout the township conducting on-site visits of property with current or existing new construction in progress and identify Personal Property within the Township. The Assessor will complete a Personal Property canvass by December 31 of each year;
- D. Determine true cash value of assessable real and personal property including locating, identifying, and inventorying quantity and characteristics of the property for determining appropriate value and classification;
- E. Responds to inquiries and requests for assessment information from the public and interprets applicable State laws; as well as being present two (2) of the three (3) days the Township is open for business; March through November, one (1) day in office and one (1) day in field. From December 1 through March be present in the office two (2) of the three (3) days the office is open. The Assessor shall be designated by name, telephone number and electronic mail address, so that taxpayer inquiries can be submitted directly by telephone or electronic mail. Requests for inspection or production of records maintained by the assessor's office by a taxpayer will be made directly to the Assessor. The Assessor will be available to informally hear and resolve disputes brought by taxpayers before the March meeting of the board of review. All requests will be handled by the Assessor during the above stated office hours and will not exceed 7 business days.
- F. Annually conducts sales ratio studies to update current market values. Applies findings to appropriate property classifications;
- G. Split property within the Township for tax purposes according to deeds or land contracts in compliance with the Land Division Act, Bainbridge Township Zoning Ordinance, Land Division Ordinances, and policies set by the Board of Trustees;

- H. Process Principal Residence Exemption Applications and will determine whether to grant or deny exemptions according to statutory requirements;
- I. Maintain Principal Residence status on eligible properties and distribute affidavits to property owners and State Treasury department, as needed;
- J. Maintain current records on titles and deeds by obtaining transfers from the Register of Deeds and sales from realtors or property owners;
- K. Prepare, certify and maintain tax rolls and assessment records, including assisting the treasurer to prepare warrants for property tax collection;
- L. Prepare the property assessment roll for presentation to the Board of Review;
- M. Prepare the final assessment roll, adjusting the assessment roll as directed by the Board of Review and shall follow all requirements as outlined in the State Tax Commission's publication entitled, "Supervising Preparation of the Assessment Roll" as those requirements existed on October 1, 2018.;
- N. Attend Board of Review meetings as requested and ensure that the Board of Review are acting within their statutory authorities and operate in accordance with the General Property Tax Act, MCL 3211.1 to 211.157.;
- O. Prepare and maintain departmental files including property inspection cards, physical data, descriptions, splits and combinations of parcels, and ownership transfers and address records of property owners;
- P. Complete all forms required by State Tax Commission, State Assessors Board, County Equalization, and any other required form;
- Q. Prepare a written report to be presented at the annual meeting of the Township and monthly reports on the status of all Township assessing activities;
- R. Assist legal counsel in the prosecution or defense of cases arising out of the activities of the Assessment Department;
- S. Represent the Township in defending assessments appealed to the small claims division of the Michigan Tax Tribunal;
- T. Represent the Township with the township legal counsel in defending assessments appealed to the full tribunal division of the Michigan Tax Tribunal;
- U. Participate at seminars and conferences at various County and State associations;
- V. Compile forms and data for purposes of equalization and certification of tax levies to the County, including sales studies;
- W. Assist and inform the Supervisor of assessment needs and activities and making adjustments for land splits and combinations;
- X. Attend Board of Trustees meeting as requested;
- Y. Maintain a Level II license;
- Z. Re-inspect 20% of the Township properties on a yearly basis;
- AA. The Assessor shall notify the Clerk as to all information that needs to be on the Townships Website Assessor page, assuring that the information regarding its assessment services, parcel information, land value studies, documentation and economic condition factors are available on that page;
- BB. The Assessor's name, telephone number and email address will be listed on all notices to taxpayers concerning assessment changes and exemption determinations, including, but not limited to, notices issued under MCL 211.24c;
- CC. The Assessor will not charge any tax administration fees as allowed by MCL 211.44 (4) under section 44, unless approved by the Township Board;
- DD. The Assessor will conduct an annual personal property canvass and maintain personal property records according to statutory requirements;

- EE. Shall comply with any other requirements that the State Tax Commission lawfully promulgates under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, in the exercise of its authority that expressly states that it is intended as an additional audit requirement under MCL 211.10g(1);
- FF. The Assessor will accept applications and
- GG. Other duties as designated by the Board.

### Section III. Responsibilities of the Township

The Township shall:

- A. Provide copies of all building reports issued during the month, the day following the Board of Trustees monthly meeting;
- B. Make available all existing property tax files and information;
- C. The Township Supervisor shall notify, require, and record Board of Review members trainings and updates as required and approved by the State Tax Commission.
- D. Provide a computer and access to the Berrien County Information System's tax appraisal and tax administration system;
- E. Provide for the Assessor's continuing education and pay the fees necessary to maintain certification in the State of Michigan at the required level;
- F. Continue membership in the Michigan Assessor's Association and the Berrien County Assessor's Association;
- G. Provide limited office space in the Township Hall;
- H. Reimburse the Assessor for use of his/her personal vehicle at the current rate published by the federal government, payable quarterly;
- I. Compensate for services rendered by the Assessor as follows:
  - 1. The Assessor shall be paid as a Township Employee. The Township shall provide workers disability compensation insurance as required by law, shall withhold federal and state taxes as required by law and shall perform all other obligations imposed by law upon employees.
  - 2. Compensation shall be from April 1 through March 31 of each year, payable in twelve equal monthly payments. Compensation will be determined by resolution of the Township Board on or before March 31 of each year.
  - 3. Compensation shall end when this Agreement terminates.
- J. Reimburse expenses, subject to the limitations contained herein, for continuing education that satisfies the requirements of the State of Michigan and seminars and/or conferences that are dedicated to the subject of the duties and responsibilities of the Assessor set forth in Section II and are sponsored by recognized organizations or institutions. Continuing education required to meet the requirements of the State Assessors Board shall take precedence over all other training and shall be reimbursed before any other training costs are reimbursed. Such reimbursement shall be limited as follows:
  - 1. The Township shall pay an equal share of out-of-pocket expenses for course fees/registration, room accommodations, food, and transportation with that of all other municipalities for which the Assessor provides similar services.

2. Such total compensation shall not exceed six-hundred dollars (\$600.00) per year unless approved by the Board of Trustees.

#### Section IV. Contract Term

- A. The term of this Agreement is indefinite.
- B. This Agreement may be re-negotiated on its annual anniversary; or at any time, by either party, provided thirty-days (30) written notice is provided to the other party.
- C. Both the Township or the Assessor have the right to terminate this Agreement at any time for any or no reason by providing the other party a written statement of termination. This Agreement shall terminate immediately upon the Assessor's death or the physical or mental disability of the Assessor, which prevents the Assessor from performing the duties, and responsibilities set forth in Section II. All authority of the Assessor to act on behalf of the Township and any written authorization given by the Township to the Assessor shall end at the termination of this Agreement.
- D. In the event of termination by either party, the Assessor shall turn over to the Township all records, notes, data (including electronic) and other documents pertaining to the Assessor's duties and responsibilities under Section II.
- E. The Assessor may perform similar duties for other municipalities but only if this does not interfere with the prompt performance of the Assessor's duties and responsibilities set forth in Section II.
- F. Assessor may not enter into any contract or otherwise bind the Township in any way without written authorization from the Township. Any contracts which the Assessor enters into without written authorization will not be binding upon the Township.
- H. Assessor shall defend, indemnify and hold the Township harmless from any claim, causes of action, and litigation expenses arising from or incident to this Contract and from any act or omission of Assessor or agents, employees, licensees or other persons, firms or corporations for whose acts or omissions Assessor is responsible.
- I. Assessor must submit to criminal background checks.

Dated this 10th day of January, 2022.

**BAINBRIDGE TOWNSHIP**

\_\_\_\_\_  
Andy Gardiner  
BAINBRIDGE TOWNSHIP, SUPERVISOR

\_\_\_\_\_  
Scott Anderson  
ASSESSOR

\_\_\_\_\_  
Patty Hiler-Molter  
BAINBRIDGE TOWNSHIP, CLERK

\_\_\_\_\_  
Barbara Abbott  
WITNESS

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_