MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

FULL BOARD
Hall of Justice
990 Terrace, Muskegon, MI
June 26, 2012 - 3:30 PM

Kenneth Mahoney, Chair
I. John Snider, II, Vice-Chair

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1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Approval of Agenda

6. Approval of the Minutes of June 12, 2012

7. Public Comment (on an agenda item)

8. Communication
   A. County of Oscoda: Ordinance 2012-001; Synthetic Marijuana and Dangerous Products Emergency Ordinance
   B. County of Oscoda: Resolution 2012-016; Opposition of Michigan Natural Resources Trust Fund Dollars Being Diverted to Fund State Projects

9. Committee Reports
   A. Community Development/Strategic Planning (Page 10)
   B. Transportation (Pages 11&12)
   C. Ways and Means (Page 13)

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

10. Chairman's Report/Committee Liaison Reports

    A. July Board Planning Session
    B. Fourth of July Fireworks – Heritage Landing

11. Administrator's Report

    A. Approve Renewal of Assessment Administration Services Provided by Equalization to the Township of Egelston and Authorize Board Chair to Execute Agreement
    B. Approve Renewal of Assessment Administration Services Provided by Equalization to the City of Norton Shores and Authorize Board Chair to Execute Agreement

12. Old Business

13. New Business

14. Public Comment (on a new topic)

15. Adjournment

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

COUNTY OF OSCODA

Board of Commissioners
Telephone (989) 826-1130
Fax Line (989) 826-1173

Oscoda County Courthouse Annex 105 S. Court Street P.O. Box 399 Mio, MI 48647

ORDINANCE 2012-001

SYNTHETIC MARIJUANA AND DANGEROUS PRODUCTS EMERGENCY ORDINANCE

An Emergency Ordinance to prohibit the possession and use of, and trafficking in, synthetic marijuana and other products or materials that are in a form that allows for human consumption by inhalation of smoke or vapors, ingestion, injection or application, and that contain chemical substances, compounds, or agents that cause or may cause an intoxicating, narcotic, stimulant, depressant, and/or hallucinogenic effect and an imminent threat to the safety of persons that consume such products or materials and/or persons they come in contact with.

THE COUNTY OF OSCODA ORDAINS:

SECTION 1. FINDINGS, INTENT AND PURPOSE.

(a) The county finds that synthetic marijuana, consisting of plant or other material treated with chemicals or other substances that have not been approved for human consumption, is being marketed and sold as herbal incense and is being used in the same manner and for the same purposes as marijuana, with that use having become increasingly popular, particularly among teens and young adults.

(b) The county further finds based on information and reports from poison control centers, hospitals, emergency room doctors, and police agencies, that individuals who use synthetic marijuana experience dangerous side effects including convulsions, tremors, seizures, hallucinations, unconsciousness, anxiety attacks, dangerously elevated heart rates, increased blood pressure, vomiting, and disorientation, evidencing that these herbal incense products are harmful if consumed and present an imminent and significant public health danger to persons consuming such products and other persons coming in contact with them.

(c) The county further finds that, notwithstanding the high potential for abuse, and lack of any accepted medical use, the ability of the state to prohibit all forms of synthetic marijuana as a controlled substance has been frustrated due to the changing nature of the chemicals used in the manufacturing process.

(d) The county further finds that in addition to synthetic marijuana, there may be other products or materials containing chemicals or substances, that while not approved for human consumption, are or may be marketed and sold in a form that allows for such consumption and which, upon consumption, may result in the same serious side effects and public health dangers as synthetic marijuana.

(e) Based on these findings, this ordinance is adopted for the purpose and with the intent to protect the public health and safety of the county and its residents from the threat posed by the availability and use of synthetic marijuana and other dangerous products by prohibiting persons from trafficking in, possessing, and using them in the county.

SECTION 2. DEFINITIONS AND ADOPTION BY REFERENCE.

As uses in this division, the following words and phrases have the meanings indicated.

Act means the controlled substances provisions in Article 7 of the Public Health Code, Public Act No. 368 of 1978, MCL 333.7101 to MCL 333.7545, as amended, which is hereby adopted by reference as part of this division.

Chemical agent means any chemical or organic compound, substance, or agent that is not made, intended and approved for consumption by humans.

Consumable product or material means a product or material, that regardless of packaging disclaimers or disclosures that it is not for human consumption or use, is in a form that readily allows for human consumption by inhalation, ingestion, injection, or application, through means including but not limited to smoking, or ingestion by mouth with or without mixing with food or drink.

Controlled substance means a substance included as a controlled substance in schedules 1 through 5 of the Act or a substance temporarily scheduled or rescheduled as controlled substance as provided in the Act.

Controlled substance analogue has the same meaning as defined in the Act, which is a substance, the chemical structure of which is substantially similar to that of a controlled substance in schedules 1 and 2 of the Act.

Dangerous product means a consumable product or material containing a dangerous substance.

Dangerous substance means: (i) a chemical agent that under section 2451 of the Acts, MCL 333.2451, has been determined by the local health officer to be or present an imminent danger to the health or lives of humans when present in a consumable product or material; and , (ii) a chemical agent in a consumable product or material unless that chemical agent is conspicuously identified and described in writing on the packaging of the product, and has not been previously determined by the county or other governmental authority to be or present an imminent danger to the health or lives of humans when present in that type of consumable product or material.

Synthetic cannabinoid means a chemical compound, substance or agent identified in the Synthetic Cannabinoid Appendix that is part of this division, as amended from time to time by Resolution of the County Commission.

Synthetic marijuana means a consumable product or material that contains a synthetic cannabinoid or other dangerous substance, which on the date this division was added to the Code, included herb and herbal incense products marketed and most commonly know as K-2 and Spice.

Traffic and trafficking means to manufacture, distribute, dispense, sell, transfer, or possess with intent to manufacture, distribute, dispense, sell, or transfer.

SYNTHETIC CANNABINOID APPENDIX

Synthetic Cannabinoids include all the following chemical compounds, substances and agents.

"AM Cannabinoids" being synthetic chemical compounds, substances or agents created by Alexandros Makriyannis or his research group and identified as AM-087; AM-251; AM-281; AM-356; AM-374; AM-381; AM-404; AM-411; AM-630; AM-661; AM-678; AM-679; AM-694; AM-855; AM-881; AM-883; AM-905; AM-906; AM-919; AM-926; AM-938; AM-1116; AM-1172; AM-1220; AM-1221; AM-1235; AM-1241; AM-1248; AM-2201; AM-2212; AM-2213; AM-2232; AM-2233; AM-2102; AM-4030; and other substances with a structure and effect that is substantially similar to those listed. The term shall not include synthetic cannabinoids that require a prescription, are approved by the United States Food and Drug Administration and are dispensed in accordance with state and federal law.

"CP Cannabinoids" being synthetic chemical compounds, substances or agents identified as CP-47, 297: (C6)-CP-47, 497; (C7)-CP-47, 497; (C8)-CP-47, 497; (C9)-CP-47, 297; CP-50, 556-1; CP-55, 244; CP-55, 940; CP-945, 598; and other substances with a structure and effect that is substantially similar to those listed. The term shall not include synthetic cannabinoids that require a prescription, are approved by the United States Food and Drug Administration and are dispensed in accordance with state and federal law.

"HU Cannabinoids" being synthetic chemical compounds, substances or agents synthesized at the Hebrew University and identified as HU-210; HU-211; HU-243; HU-308; HU-320; HU-331; HU-336; HU-345; and other substances with a structure and effect that is substantially similar to those listed. The term shall not include synthetic cannabinoids that require a prescription, are approved by the United States Food and Drug Administration and are dispensed in accordance with state and federal law.

"JWH Cannabinoids" being synthetic chemical compounds, substances or agents created by John W. Huffman or his research group and identified as JWH-007; JWH-015; JWH-018; JWH-019; JWH-030; JWH-047; JWH-048; JWH-051; JWH-057; JWH-073; JWH-081; JWH-098: JWH-116; JWH-120; JWH-122; JWH-133: JWH-139; JWH-147; JWH-148; JWH-149; JWH-161; JWH-164; JWH-166; JWH-167; JWH-171; JWH-175; JWH-176; JWH-181; JWH-182; JWH-184; JWH-185; JWh-192; JWH-193; JWH-194; JWH-195; JWH-196; JWH-197; JWH-198; JWH-199; JWH-200; JWH-203; JWH-205; JWH-210; JWH-213; JWH-229; JWH-234; JWH-249; JWH-250; JWH-251; JWH-253; JWH-258; JWH-300; JWH-302; JWH-307; JWH-336: JWH-350: JWH-359: JWH-387: JWH-398: JWH-424; and other substances with a structure and effect that is substantially similar to those listed. The term shall not include synthetic cannabinoids that require a prescription, are approved by the United States Food and Drug Administration and are dispensed in accordance with state and federal law.

SECTION 3. TRAFFICKING PROHIBITIONS.

It shall be unlawful for any person to traffic, or knowingly allow trafficking on property owned or controlled by that person, in any of the following:

(a) A consumable product or material containing a controlled substance or controlled substance analogue.
(b) A dangerous product.
(c) Synthetic marijuana.

SECTION 4. POSSESSION AND USE PROHIBITIONS.

It shall be unlawful for any person to possess or use, or knowingly allow the possession and use on property owned or controlled by that person, of any of the following:

(a) A consumable product or material containing a controlled substance or controlled substance analogue.
(b) A dangerous product.
(c) Synthetic marijuana.

SECTION 5. PROBABLE CAUSE EVIDENTIARY PRESUMPTION.

In recognition that the presence of a controlled substance, controlled substance analogue, synthetic cannabinoid, or dangerous substance in a consumable product or material may require laboratory testing that can not be done at the time a violation of this division is believed to have occurred, for purposes of determining the existence of probable cause, it shall be presumed that a consumable product or material contains one or more of those substances if it is being or has been marketed or sold for a price that is substantially higher than the price at which the same quantity of a similar and comparable product or material that is known to not contain such substances can be purchased.

SECTION 6. PENALTIES.

The sanction for a violation of this division shall be as a misdemeanor, punishable by a fine of not more than $500.00 and/or imprisonment for not more than 90 days.

SECTION 7. SEVERABILITY

Should any section, subdivision, sentence, clause or phrase of this ordinance, be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

SECTION 8. EMERGENCY

This Ordinance is adopted as an Emergency Ordinance to address the imminent danger and threat to the health and lives of persons in the county from the availability and use of the substances being prohibited, which the Oscoda County Commissioners find to be necessary for the immediate preservation of the public peace, property, health, and safety.

SECTION 9. EFFECTIVE DATE

This **Emergency Ordinance 2012-001** shall take effect immediately upon adoption.

Roll Call Vote: Commissioner Hunt, yes
Commissioner Monk, yes
Commissioner Stone, yes
Commissioner Marsh, yes
Commissioner Trimmer, yes

CERTIFICATION

I certify that this **Ordinance 2012-001** was introduced and adopted as an Emergency Ordinance by the Board of Commissioners; County of Oscoda at a meeting duly called and held on **June 12, 2012, MOTION#2012-153**

06/12/2012
Date

BY: Signature on File
Joseph Stone, Chairman, Board of Commissioners

06/12/2012
Date

BY: Signature on File
Jeri Winton, County Clerk & Register of Deeds

SUPPORTING ELECTIVE OFFICIALS:

Signature on File
Commissioner Hunt

Signature on File
Kathleen Solomon, Prosecuting Attorney

Signature on File
Commissioner Trimmer

Signature on File
Sheriff Kevin Grace

Signature on File
Commissioner Marsh

Signature on File
Commissioner Monk

Date Adopted: June 12, 2012
Date Published: June 12, 2012 on the Oscoda County Website
Date Published: June 20 & 27, 2012 the Oscoda County Herald
Effective Date: June 12, 2012

COUNTY OF OSCODA

Board of Commissioners
Telephone (989) 826-1130
Fax Line (989) 826-1173

Oscoda County Courthouse Annex 105 S. Court Street P.O. Box 399 Mio, MI 48647

Resolution 2012-016

"In opposition of Michigan Natural Resources Trust Fund (MNRTF)
Dollars being diverted to fund State projects"

Whereas, the Michigan Natural Resources Trust Fund created the Michigan Land Trust Fund program to provide a source of funding for the public acquisition of lands for resource protection and public recreation, and

Whereas, the funding was derived from royalties on the sale and lease of state-owned mineral rights, and

Whereas, Michigan residents and communities benefit greatly from the grant awards given by the MNRTF, and

Whereas, the granting of these funds should not be earmarked for political agendas, and

Whereas, such action would erode the integrity of the Land Trust Fund;

Therefore be it resolved that the Oscoda County Board of Commissioners opposes any action that would divert Land Trust Fund dollars to anything other than the sole purpose of land acquisition, preservation of critical areas and the establishment and development of public recreation sites to enhance the lives of all Michigan residents and visitors.

Motion #2012-149 Moved by Commissioner Trimmer and supported by Commissioner Monk to adopt the above Resolution at a Regular meeting of the Oscoda County Board of Commissioners held on **June 12, 2012.**

Roll Call Vote: Commissioner Monk, yes.
Commissioner Stone, yes.
Commissioner Marsh, yes.
Commissioner Trimmer, yes.
Commissioner Hunt, yes.

RESOLUTION #2012-016 DECLARED ADOPTED
"In opposition of Michigan Natural Resources Trust Fund (MNRTF) Dollars being diverted to fund State projects"

Signature on File

Joseph L. Stone, Chairman
Oscoda County Board of Commissioners

STATE OF MICHIGAN}
COUNTY OF OSCODA}

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the Oscoda County Board of Commissioners held on **Tuesday, June 12, 2012,** and that the said minutes are on file in the office of the Oscoda County Clerk and are available for public inspection.

Signature on File

Jeri Winton, Oscoda County
Clerk/Register of Deeds

The Community Development/Strategic Planning Committee met on June 21, 2012, it was recommended and I move:

CD/SP12/06 - 06 To adopt the License Agreement with Fruitport Lions Charities, Inc., to provide a license for the use of Heritage Landing on July 4, 2012 for a fireworks display, and to authorize the Chairperson of the County Board to execute the agreement.

The Transportation Committee met on June 21, 2012; it was recommended, and I move:

TR12/06-22 To approve MDOT Project Authorization 2007-0264/Z2/R2 with the Muskegon Area Transit System, providing for a two-year extension to complete architecture and engineering work related to the downtown Muskegon transit center, as well as furnishings and equipment for the facility.

TR12/06-23 To approve a Vehicle Rental Concession Agreement between the County and Enterprise Leasing Company of Detroit, LLC, d/b/a Enterprise Rent-A-Car, National Car Rental, and Alamo Rent A Car, providing car rental services in the Airport terminal building.

TR12/06-24 To approve a Service Facility Lease Agreement between the County and Enterprise Leasing Company of Detroit, LLC, d/b/a Enterprise Rent-A-Car, National Car Rental, and Alamo Rent A Car, providing space in an Airport building to detail vehicles that are rented to the public under the terms of their Vehicle Rental Concession Agreement.

TR12/06-25 To approve a Vehicle Rental Concession Agreement between the County and Avis Budget Group, Inc., d/b/a Avis Rent A Car and Budget Rent A Car, providing car rental services in the Airport terminal building.

TR12/06-26 To approve a Service Facility Lease Agreement between the County and Avis Budget Group, Inc., d/b/a Avis Rent A Car and Budget Rent A Car, providing space in an Airport building to detail vehicles that are rented to the public under the terms of their Vehicle Rental Concession Agreement.

TR12/06-27 To approve a Vehicle Rental Concession Agreement between the County and The Hertz Corporation, d/b/a Hertz Rent a Car, providing car rental services in the Airport terminal building.

TR12/06-28 To approve an amendment, to be drafted with assistance from Counsel, to a Ground Lease between the County and Paradigm Jet Management dated July 13, 2012, expanding the size of the leased area by 900 square feet, thereby increasing the amount of annual fees by $171 (900 square feet X $0.19/year).

TR12/06-29 To approve a Memorandum of Agreement Amendment Number AJW-FN-CSA-09-0866-A between the County and the Federal Aviation Administration, increasing the scope of Reimbursable Agreement Number AJW-FN-CSA-09-0866 dated March 23, 2010, to include the design and installation of a Runway 32 Precision Approach Path Indicator (PAPI) control switch, and increasing the cost of the original Reimbursable Agreement by $29,474.50, with the County's 2.5% share of the increase to be $736.86.

TR12/06-30 To approve Change Order No. 2 to a contract between the County and Korthase & Sons for the installation of the Airport's Runway 32 Glidescope control switch, dated August 29, 2011, increasing the contract amount by $2,857.52, with the County's 2.5% of the Change Order to be $57.15.

TR12/06-31 To approve Contract No. 2012-0584 between the County and MDOT Aeronautics in the amount of $12,638.89, providing funds for various Airport Awareness projects, with the County's 10% share of the project to be $1,263.89, and further authorize the Chairman to execute the contract and the Clerk to authorize the resolution.

TR12/06-32 To approve that the County waive the normal rental fees for use of the Trolley service during a current project with the County and the County Fairground Board designed to enhance usage of the County fairgrounds.

H:\TC Mtg Summary 062112.docx
062212

The Ways & Means Committee met on June 19, 2012, it was recommended and I move:

WM12/06-92	To approve the payment of the accounts payable of $4,599,874.35 covering the period of May 31, 2012 through June 12, 2012 as presented by the County Clerk.
WM12/06-93	To award the qualifications to RQAW Corporation for Phase I for the Muskegon County Jail and Juvenile Transition Center.
WM12/06-94	To authorize staff to apply for funding in the amount of $720,00 from the Center for Disease Control and Prevention (CFDA 93.737) to implement evidence and practice based community prevention and wellness strategies that will lead to specific, measurable health outcomes to reduce chronic disease rates through its Community Transformation Grant Small Communities Program.
WM12/06-95	To authorize acceptance of the proposal for Professional Liability Insurance with RSUI-Landmark for $12,470.80 per year for currently employed CMH Psychiatrists and $4,612.50 per year for each additional employed CMH Psychiatrist through June 30, 2013 with the deductible and premium paid by Community Mental Health.
WM12/06-96	To award the bid for Hall of Justice second floor lobby and corridor seating (RFB-12-1983) to Lakeshore Office Furniture for their bid price of $22,323.00 with costs being paid from the Hall of Justice 1st and 2nd floor renovation fund, 4130-4131.
WM12/06-97	To allow the Sheriff's Office to apply for the State Criminal Alien Assistance Program (SCAAP), Off-Road Vehicle (ORV) and the Snowmobile grants.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED X NON-BUDGETED PARTIALLY BUDGETED
REQUESTING DEPARTMENT Equalization	COMMITTEE DATE 06/26/2012	REQUESTOR SIGNATURE Donna VanderVries

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Equalization Department is requesting authorization to continue providing Assessment Administration Services to the Township of Egelston through an agreement that was recently approved by the Township of Egelston that provides for a property assessment program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of electronic records for all real and personal property, subject to ad valorem taxation, specific taxes, in-lieu-of tax agreements, and exempt properties within the Corporate limits of the Township pursuant to Public Act No. 160 of 1972. The current budgetary appropriation for the department contains the funding to support this activity, as well as the revenue; therefore, there is no need for any changes to the current year appropriation.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to approve renewal of Assessment Administration Services provided by the Equalization Department to the Township of Egelston and authorize the Chair of the County Board of Commissioners to execute an agreement prepared by the Equalization Department to provide the services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:	FINANCE & MANAGEMENT ANALYSIS:
	Recommend Approval H. Kaplan
CORPORATE COUNSEL ANALYSIS:	**ADMINISTRATOR RECOMMENDATION:**
Concur T. Williams	

AGENDA DATE: 6/26/12	AGENDA NO.:	BOARD DATE: 6/26/12	PAGE NO.

Revised 6/22/12

AGREEMENT BETWEEN EGELSTON TOWNSHIP
AND
MUSKEGON COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT, entered into as of the 1st day of July, 2012 between the Township of Egelston, a municipal corporation, by its Township Board, hereinafter referred to as "The Municipality", and the County of Muskegon, by its Board of Commissioners, hereinafter referred to as the "County", is as follows:

PURPOSE

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

TERM AND TERMINATION

The agreement shall commence July 1, 2012 and terminate June 30, 2014, provided that either party may terminate the Agreement on July 1 of each year upon ninety (90) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by The Municipality. The notice shall be sent by certified mail to the Supervisor if terminated by the County.

I. The County agrees to perform the following services and provide the materials set forth herein:

A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality's Board of Review and the process of state equalization as determined by the State Tax Commission.

B. **Qualified Staff** - All County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor shall be certified by the State

Tax Commission, as required for The Municipality's size and State Equalized Value.

C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.

D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.

E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.

F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.

G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. Equalization Department staff will be on site for eight hours per week on the two days you select. The Municipality will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to the County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed on the computer equipment owned by the County by representatives of The Municipality should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms.

I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.

J. **Board of Review** - County Staff will advise and assist The Municipality's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.

K. **Appeals** - The County Equalization Director, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be $77.00 per hour for preparation, appearance, and travel after termination of the agreement. The fee should be multiplied by the current year's Inflation Rate Multiplier (as determined by the Consumer Price Index,) effective October 1, 2013, and adjusted annually in this manner on this date for every year thereafter.

L. **Computerized Appraisals and Information Technology** – The County will provide staff, equipment, and software to maintain electronic property

records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of The Municipality to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable General Property Tax Law requirements. The computer assisted mass appraisal system and its attributes shall become the property of The Municipality upon termination of this agreement.

Additionally, the County and The Municipality shall participate in an electronic building permit system that will transfer such data to the computer aided assessment administration system without modification or hesitation. The system and its attributes shall be determined by the County.

M. **Geographical Information Systems** – The County and The Municipality may implement a geographical information system. An independent formal mutual agreement will govern this function.

N. **Special Assessments**- Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be $75.00 per hour. The fee should be multiplied by the current year's Inflation Rate Multiplier (as determined by the Consumer Price Index,) effective October 1, 2013, and adjusted annually in this manner on this date for every year thereafter.

II. The County will perform all the above services, subject to costs and expenses set forth, for The Municipality under the terms and conditions below:

A. **Annual Fees** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from July 1, 2012, to June 30, 2013, and the fee shall be $63,000. The base Annual Fee of $63,000 shall be multiplied by the Growth Index effective October 1, 2012, and annually on this date for every year thereafter. The Growth Index is determined by dividing the current year's aggregate taxable value of The Municipality by the previous year's aggregate taxable value of The Municipality as published in the Equalization Report but in no event shall it be less than zero. It shall be compounded annually.

B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing December 31 of each year of this agreement.

C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists with regard to the employees of the other. This independent contractor relationship shall be given its full scope and intent including without limitation as it pertains to liability, wages, benefits, and taxation.

ACKNOWLEDGEMENTS

Township of Egelston:

By: _____
Mike Thompson
Its: Supervisor

By: _____
Joan Raap
Its: Clerk

Approved as to Form:

_____
David Bossenbroek, Township Attorney

County of Muskegon:

By: _____
Kenneth Mahoney
Its: Chairman Board of Commissioners

By: _____
Nancy A. Waters
Its: Clerk

Approved as to Form:

_____
Theodore Williams, Corporate Counsel

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED X NON-BUDGETED PARTIALLY BUDGETED
REQUESTING DEPARTMENT Equalization	COMMITTEE DATE 06/26/2012	REQUESTOR SIGNATURE Donna VanderVries

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Equalization Department is requesting authorization to continue providing Assessment Administration Services to the City of Norton Shores through an agreement that was recently approved by the City of Norton Shores that provides for a property assessment program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of electronic records for all real and personal property, subject to ad valorem taxation, specific taxes, in-lieu-of tax agreements, and exempt properties within the Corporate limits of the City pursuant to Public Act No. 160 of 1972. The current budgetary appropriation for the department contains the funding to support this activity, as well as the revenue; therefore, there is no need for any changes to the current year appropriation.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to approve renewal of Assessment Administration Services provided by the Equalization Department to the City of Norton Shores and authorize the Chair of the County Board of Commissioners to execute an agreement prepared by the Equalization Department to provide the services.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:	FINANCE & MANAGEMENT ANALYSIS: Recommend Approval
CORPORATE COUNSEL ANALYSIS: Concur T. Williams	ADMINISTRATOR RECOMMENDATION:

AGENDA DATE: 6/26/12	AGENDA NO.:	BOARD DATE: 6/26/12	PAGE NO.

Revised 6/18/12

AGREEMENT BETWEEN THE CITY OF NORTON SHORES
AND
MUSKEGON COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT, entered into as of the 1st day of April, 2012, between the City of Norton Shores, a municipal corporation, by its City Council, hereinafter referred to as "The Municipality", and the County of Muskegon, by its Board of Commissioners, hereinafter referred to as the "County", is as follows:

PURPOSE

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

TERM AND TERMINATION

The agreement shall commence April 1, 2012, and terminate March 31, 2017, provided that either party may terminate the Agreement on July 1 of each year upon ninety (90) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by The Municipality. The notice shall be sent by certified mail to the City Manager if terminated by the County.

I. The County agrees to perform the following services and provide the materials set forth herein:

A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality's Board of Review and the process of state equalization as determined by the State Tax Commission.

B. **Qualified Staff** - All County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor shall be certified by the State

Tax Commission, as required for The Municipality's size and State Equalized Value.

C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.

D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.

E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.

F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.

G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. The Municipality will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

When systems or resources are scheduled to be shut down, notice shall be relayed in advance to the County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed on the computer equipment owned by the County by representatives of The Municipality should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms.

I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.

J. **Board of Review** - County Staff will advise and assist The Municipality's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.

K. **Appeals** - The County Equalization Director, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be $77.03 per hour for preparation, appearance, and travel after termination of the agreement. The fee should be multiplied by the current year's Inflation Rate Multiplier (as determined by the Consumer Price Index,) effective October 1, 2012, and adjusted annually in this manner on this date for every year thereafter.

L. **Computerized Appraisals and Information Technology** – The County will provide staff, equipment, and software to maintain electronic property

records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of The Municipality to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable General Property Tax Law requirements. The computer assisted mass appraisal system and its attributes shall become the property of The Municipality upon termination of this agreement.

Additionally, the County and The Municipality shall participate in an electronic building permit system that will transfer such data to the computer aided assessment administration system without modification or hesitation. The system and its attributes shall be determined by the County.

M. **Geographical Information Systems** – The County and The Municipality ~~shall~~ may implement a geographical information system. An independent formal mutual agreement shall govern this function.

N. **Special Assessments**- Special assessment benefit analysis, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be $77.03 per hour. The fee should be multiplied by the current year's Inflation Rate Multiplier (as determined by the Consumer Price Index,) effective October 1, 2012, and adjusted annually in this manner on this date for every year thereafter.

II. The County will perform all the above services, subject to costs and expenses set forth, for The Municipality under the terms and conditions below:

A. **Annual Fees** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from April 1, 2012, to March 31, 2013, and the fee shall be $284,364. The base Annual Fee of $284,364 shall be multiplied by the Growth Index effective October 1, ~~2012~~ 2013, and annually on this date for every year thereafter. The Growth Index is determined by dividing the current year's aggregate taxable value of The Municipality by the previous year's aggregate taxable value of The Municipality as published in the Equalization Report ~~but in no event shall it be less than zero~~. It shall be compounded annually.

B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing December 31 of each year of this agreement.

C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists with regard to the employees of the other. This independent contractor relationship shall be given its full scope and intent including without limitation as it pertains to liability, wages, benefits, and taxation.

III. Miscellaneous

A. **Section Headings** – The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

B. **Severability** – If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

C. **Entire Agreement and Amendment** – In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

D. **Successors and Assigns** – All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

E. **Terms and Conditions** – The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

F. **Execution of Counterparts** – This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

ACKNOWLEDGEMENTS

City of Norton Shores:

By: _____
Gary Nelund
Its: Mayor

By: _____
Lynne Fuller
Its: Clerk

Approved as to Form:

_____
Douglas Hughes, City Attorney

County of Muskegon:

By: _____
Ken Mahoney
Its: Chairman Board of Commissioners

By: _____
Nancy A. Waters
Its: Clerk

Approved as to Form:

_____
Theodore Williams, Corporate Counsel