

**ST. CLAIR TOWNSHIP**  
 1539 S. Bartlett Rd. St. Clair, MI 48079  
 Phone (810) 329-9042 Fax (810) 329-1198  
[www.stclairtp.org](http://www.stclairtp.org)

St. Clair Township Special Board Meeting  
 December 14, 2020  
 7:00 p.m.

Supervisor Boulter called the St. Clair Township Virtual Special Board meeting to order at 7:00 p.m. with the Pledge of Allegiance to the Flag. Roll Call: Present- Trustees Hovis, Mollan, Boeck, Kays & Clerk Skonieczny. Absent Treasurer Hanrahan.

1) Moved by Trustee Kays. Seconded by Trustee Mollan to accept the minutes of the November 16, 2020 Township Board Meeting. Motion Carried.

2) Moved by Trustee Kays. Seconded by Trustee Boeck to pay all bills in the amount of \$475,031.34

**BILLS TO BE APPROVED 12-7-2020**

**GENERAL FUND**

SCC RESA	COMPUTER SERVICES	66.00
NORTHSTAR BANK	CONTRIBUTIONS TO OTHER FUNDS	315,150.00
ASCENSION	MEDICAL	397.05
NATIONWIDE	DEFERRED COMP	358.87
NATIONWIDE	PENSION	620.05
JANETIZE IT	HALL CLEANING	815.00
SAM'S CLUB	OFFICE SUPPLIES	424.44
KCI	WINTER TAX BILLS	116.80
PATHOLOGY SPECIALISTS	MEDICAL	80.00
SIR SPEEDY	OPERATING SUPPLIES	57.71
KELLY LAW FIRM	LEGAL FEES	252.00
C. CUNNINGHAM	BOOKKEEPING SERVICES OCTOBER 9 HOURS	270.00
COMMUNITY EDUCATION NETWORK	INTERNET	125.00
SCC RESA	HOSTING	82.70
EXXON	TRUCK FUEL	31.41
DTE ENERGY	TWP HALL	386.72
DTE ENERGY STREETLIGHTS	STREETLIGHTS	2,471.44
MARCOTTE	REFUSE	35,039.03
STAPLES	OFFICE SUPPLIES	126.99
J & J LAWN CARE	LAWN CUTTING	2,350.00
THUMB FIRE EXTINGUISHER	FIRE EXTINGUISHER INSPECTIONS	55.00
PEST CORP	PEST CONTROL	33.00
SCC DRAIN COMMISSIONER	DRAINAGE AT LARGE	8,675.52
CARL'S SEPTIC	PORTABLE TOILET	160.00
DTE ENERGY	STREET LIGHT	45.75
		<hr/>
	<b>TOTAL GENERAL FUND</b>	<b>368,190.48</b>

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**INSPECTION FUND**

R. BULLOCK	INSPECTOR COMMISSION	40.00
K. KLEIMAN	INSPECTOR COMMISSION	881.60
	<b>TOTAL INSPECTION FUND</b>	<b>921.60</b>

**SEWER FUND**

STAPLES	OFFICE SUPPLIES	80.50
D. CHOPP	TRANSPORTATION	211.03
J. CHOPP	TRANSPORTATION	158.13
SEMCO ENERGY	GENERATOR	17.73
DTE ENERGY	PUMP STATION	749.79
D. CHOPP	DPW SERVICES	2,340.00
J. CHOPP	DPW SERVICES	1,800.00
DELUDE	PUMP STATION MAINTENANCE # 4 & 6	2,975.00
BMJ ENGINEERS	SAW GRANT	3,402.45
MI PIPE INSPECTION	SAW GRANT	85,835.15
	<b>TOTAL SEWER FUND</b>	<b>97,569.78</b>

**WATER FUND**

STAPLES	OFFICE SUPPLIES	80.49
D. CHOPP	TRANSPORTATION	211.02
J. CHOPP	TRANSPORTATION	158.12
DTE ENERGY	WATER & ELECTRICITY	44.85
D. CHOPP	DPW SERVICES	780.00
J. CHOPP	DPW SERVICES	1,080.00
DELUDE	REPAIRS FOR FORCEMAIN LEAKS ON RIVER ROAD	5,995.00
	<b>TOTAL WATER FUND</b>	<b>8,349.48</b>

<b>TOTAL FOR ALL FUNDS</b>	<b>475,031.34</b>
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Roll Call: Yes- Trustees Kays, Boeck, Mollan, Hovis, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

3)Clerk Skonieczny read correspondence received from the Trustees of the Love's Family Affiliated Fund Grant program. They awarded the Township a contribution of \$6000.00 to be used for playground equipment.

4)Moved by Clerk Skonieczny. Seconded by Trustee Kays to approve the Interlocal Agreement for St. Clair County to approve the Designated Assessor for the period of January 1, 2021- December 31, 2025 with a cost to the Township of \$250.00 per year for the obtainer fee. (agreement attached)

Roll Call: Yes- Trustees Kays, Boeck, Mollan, Hovis, Clerk Skonieczny & Supervisor Boulier. Motion Carried.

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5) Moved by Trustee Boeck. Seconded by Clerk Skonieczny to adopt Resolution 20-08:

The 2020 December Board of Review meeting may be convened by assessing officer to correct qualified errors, clerical errors, mutual mistakes of fact and other actions allowed by law. (Tuesday after the second Monday in December.). MCL 211.53b(7).

The governing body of the city or township may authorize, by adoption of an ordinance or resolution, one or more of the following alternative meeting dates for the purposes of this section: An alternative meeting date during the week of the second Monday in December. MCL 211.53b(7)

The St Clair Township Board of Trustees on December 14, 2020 by resolution is setting the meeting date of the 2020 December Board of Review to Wednesday December 16<sup>th</sup> starting at 1 p.m. until necessary to correct qualified errors, clerical errors, mutual mistakes of fact and other actions allowed by law. MCL 211.53b(7)

Roll Call: Yes- Trustees Kays, Boeck, Mollan, Hovis, Clerk Skonieczny & Supervisor Boulrier. Motion Carried.

6) Moved by Trustee Mollan. Seconded by Trustee Kays to cancel the December 21, 2020 Township Board Meeting. Roll Call: Yes- Trustees Kays, Boeck, Mollan, Hovis, Clerk Skonieczny & Supervisor Boulrier. Motion Carried.

7) Moved by Trustee Mollan. Seconded by Trustee Boeck to adjourn. Motion Carried.

Meeting adjourned at 7:23 pm.

Joyce A. Skonieczny  
Clerk

**Interlocal Agreement for St. Clair County to Approve the Designated Assessor for the period 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 as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter "Agreement") has been executed by the Board of Commissioners for St. Clair County, a majority of the assessing districts in St. Clair County, and the individual put forth as the proposed Designated Assessor. St. Clair County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the "Parties."

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of St. Clair, in the State of Michigan;

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;

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

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

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this agreement, the parties agree as follows:

**A. BACKGROUND INFORMATION**

1. St. Clair County has proposed that Kelly Timm (R-7465) serve as the Designated Assessor for the following assessing districts within St. Clair County: City of Algonac, City of Marine City, City of Marysville, City of Port Huron, City of St. Clair, City of Yale, Berlin Twp., Brockway Twp., Burtchville Twp., Casco Twp., China Twp., Clay Twp., Clyde Twp., Columbus Twp., Cottrellville Twp., East China Twp., Emmett Twp., Fort Gratiot Twp., Grant Twp., Greenwood Twp., Ira Twp.,

Kenockee Twp., Kimball Twp., Lynn Twp., Mussey Twp., Port Huron Twp., Riley Twp., St. Clair Twp., Wales Twp., Village of Capac, and Village of Emmett.

2. Included in the Index of Appendices are the St. Clair County SEV totals by class, including special act values, those properties deemed unique or complex by a local assessing district, and a listing of the total number of parcels, by classification, including special act rolls, within each assessing district.
3. Once the designated assessor process is invoked pursuant to State Law, except as otherwise provided herein, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an assessing district at a mutually agreeable location.
4. The Parties further agree that specific hours will be negotiated as part of the employment contract to be executed in the event an assessing district becomes subject to the designated assessor process.

## **B. QUALIFICATIONS OF DESIGNATED ASSESSOR**

1. Included in the Index of Appendices, the St. Clair County Board of Commissioners has received and reviewed the following documents provided by the Designated Assessor:
  - a. Resume' providing the Designated Assessor's current employment status as well as additional and specific details regarding the Designated Assessor's current assessing or equalization responsibilities, as well as local unit assessing experience as it relates to being approved as the Designated Assessor for St. Clair County.
  - b. Disclosure of any conflicts of the interest involving the proposed Designated Assessor, the County, or any assessing district, if applicable.
2. It is understood that the individual identified as the Designated Assessor in this Agreement will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and, when required to serve as the Designated Assessor for an assessing district in St. Clair County, shall act as the Assessor of Record for that assessing district. When acting as the Assessor of Record for an assessing district, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
3. Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

**C. DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR AND OF ST. CLAIR COUNTY AND ASSESING DISTRICTS WITHIN ST. CLAIR COUNTY**

1. The Parties agree to the following duties and responsibilities:
  - a. The Designated Assessor will satisfy all requirements contained in the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - b. Within 14 days of being contracted as the Designated Assessor for the assessing district, the Designated Assessor shall prepare and transmit to the assessing district's supervisor, manager, or superintendent a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.
  - c. Upon implementation of the designated assessor process, the Designated Assessor will do all of the following: Correct all deficiencies found in the State Tax Commission audit. Classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the Assessing District. Process accurately all assessable personal property that is in the Assessing District. Use the methods prescribed by the Michigan State Tax Commission, in the Audit of Minimum Assessing Requirements (AMAR). Approximately twenty percent (20%) of the parcels in the Assessing District will be inspected and reappraised each year, so that each parcel in the Assessing District is inspected and reappraised approximately once every five (5) years. The Designated Assessor will provide an assessment roll as required. The final factor will be determined by the action of the Assessing District's Board of Review, the St. Clair County Equalization Department and the process of state equalization, as determined by the State Tax Commission.
  - d. All employees and contractors engaged in the performance of this Agreement shall be professional in manner and appearance and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the Designated Assessor.
  - e. The Assessing District will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
  - f. The Assessing District 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 Designated Assessor.
  - g. 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.
  - h. All parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, the

Designated Assessor shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Designated Assessor to maintain limited office hours at the Assessing District Offices to conduct their duties, interact with Assessing District staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The Assessing District 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.

- i. It will be the obligation of local unit staff to collect the mail, and collect any assessing department related forms, letters etc. brought in to the local unit. It is not the intention of the Designated Assessor to use local unit staff in the performance of his/her duties, other than those specified above. Existing local unit staff may be hired by the Designated Assessor to assist in the performance of his/her duties.
- j. It shall be the responsibility of the Designated Assessor to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Assessing District shall pay charges from the service company for printing these notifications and statements.
- k. The Designated Assessor shall prepare the assessment roll and certify it for the Assessing District in a timely manner.
- l. The Designated Assessor will attend Board of Review meetings. Staff may assist the Designated Assessor in preparing for, conducting and implementing any changes resulting from the required meeting of the Boards of Review.
- m. The Designated Assessor, or representative, shall represent the Assessing District in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The Assessing District shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by the Designated Assessor 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 Assessing District, provided that the Designated Assessor seeks and obtains approval from the Assessing District prior to incurring such costs or expenses. Additionally, should this Agreement be terminated, the Designated Assessor shall represent the Assessing District in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$150.00 per hour for preparation, appearance, and travel after termination of the Agreement.
- n. Non-exclusivity of assessing services. The Designated Assessor may serve as the assessor of record for other assessing districts or in any other assessing capacity in any city, township, or county jurisdiction in Michigan.

- o. Each party shall indemnify and hold the other party harmless from claims which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
2. The Designated Assessor shall have no responsibilities during the period in which they are not acting as the Designated Assessor for an assessing district within the county.

#### **D. DESIGNATED ASSESSOR COMPENSATION**

1. The Designated Assessor may charge an assessing district that is required to contract with the Designated Assessor and that assessing district shall pay for the reasonable costs incurred by the Designated Assessor in serving as the assessing district's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
  - a. **See Appendix C for compensation, including payment terms and fee structure, payment responsibility, any applicable retainer or base rate information, cost reimbursement, as well as any other appropriate terms to be supplied by the Parties**

This interlocal agreement shall become effective upon the execution hereof by the parties hereto. The signature pages may be in courter parts.

**See Attached Signature Page**



**Signature of the Designated Assessor, the County Board of Commissioners, Township Supervisors, City Superintendent and City Managers within St. Clair County**

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

**DESIGNATED ASSESSOR**

\_\_\_\_\_  
Kelly Timm

\_\_\_\_\_  
Date

**COUNTY OF ST. CLAIR**

\_\_\_\_\_  
Jeffrey Bohm, Chairperson  
St. Clair County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jay DeBoyer, County Clerk

\_\_\_\_\_  
Date

**CITY OF ALGONAC**

\_\_\_\_\_  
Denise Gerstenberg, City Manager

\_\_\_\_\_  
Date

**CITY OF MARINE CITY**

\_\_\_\_\_  
Elaine Leven, City Manager

\_\_\_\_\_  
Date

**CITY OF MARYSVILLE**

\_\_\_\_\_  
Randy Fernandez, City Manager

\_\_\_\_\_  
Date

**CITY OF PORT HURON**

\_\_\_\_\_  
James Freed, City Manager

\_\_\_\_\_  
Date

**CITY OF ST. CLAIR**

\_\_\_\_\_  
Warren Rothe, City Superintendent

\_\_\_\_\_  
Date

**CITY OF YALE**

\_\_\_\_\_  
John Osborn, City Manager

\_\_\_\_\_  
Date

**BERLIN TOWNSHIP**

\_\_\_\_\_  
William Winn, Supervisor

\_\_\_\_\_  
Date

**BROCKWAY TOWNSHIP**

\_\_\_\_\_  
William McMurtrie, Supervisor

\_\_\_\_\_  
Date

**BURTCHVILLE TOWNSHIP**

\_\_\_\_\_  
Michael Appel, Supervisor

\_\_\_\_\_  
Date

**CASCO TOWNSHIP**

\_\_\_\_\_  
Patricia Allagreen, Supervisor

\_\_\_\_\_  
Date

**CHINA TOWNSHIP**

\_\_\_\_\_  
John Golan, Supervisor

\_\_\_\_\_  
Date

**CLAY TOWNSHIP**

\_\_\_\_\_  
Art Bryson, Supervisor

\_\_\_\_\_  
Date

**CLYDE TOWNSHIP**

\_\_\_\_\_  
Ernie Manoleas, Supervisor

\_\_\_\_\_  
Date

**COLUMBUS TOWNSHIP**

\_\_\_\_\_  
Bruce Christy, Supervisor

\_\_\_\_\_  
Date

**COTTRELLVILLE TOWNSHIP**

\_\_\_\_\_  
Mary Agnes Simons, Supervisor

\_\_\_\_\_  
Date

**EAST CHINA TOWNSHIP**

\_\_\_\_\_  
Brian Rausch, Supervisor

\_\_\_\_\_  
Date

**EMMETT TOWNSHIP**

\_\_\_\_\_  
Mike Butler, Supervisor

\_\_\_\_\_  
Date

**FORT GRATIOT TOWNSHIP**

\_\_\_\_\_  
Robert Crawford, Supervisor

\_\_\_\_\_  
Date

**GRANT TOWNSHIP**

\_\_\_\_\_  
Bill Deater, Supervisor

\_\_\_\_\_  
Date

**GREENWOOD TOWNSHIP**

\_\_\_\_\_  
Doug Nowicki, Supervisor

\_\_\_\_\_  
Date

**IRA TOWNSHIP**

\_\_\_\_\_  
Jim Endres, Supervisor

\_\_\_\_\_  
Date

**KENOCKEE TOWNSHIP**

\_\_\_\_\_  
Todd Molesworth, Supervisor

\_\_\_\_\_  
Date

**KIMBALL TOWNSHIP**

\_\_\_\_\_  
Robert Usakowski, Supervisor

\_\_\_\_\_  
Date

**LYNN TOWNSHIP**

\_\_\_\_\_  
Steve Kalbfleisch, Supervisor

\_\_\_\_\_  
Date

**MUSSEY TOWNSHIP**

\_\_\_\_\_  
Michael Lauwers, Supervisor

\_\_\_\_\_  
Date

**PORT HURON TOWNSHIP**

\_\_\_\_\_  
Robert Lewandowski, Supervisor

\_\_\_\_\_  
Date

**RILEY TOWNSHIP**

\_\_\_\_\_  
Alvin Titus, Supervisor

\_\_\_\_\_  
Date

**ST. CLAIR TOWNSHIP**

*Michael Boulter*  
\_\_\_\_\_  
Michael Boulter, Supervisor

*12-14-2020*  
\_\_\_\_\_  
Date

**WALES TOWNSHIP**

\_\_\_\_\_  
Elizabeth Masters, Supervisor

\_\_\_\_\_  
Date