



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, October 5, 2022, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

A.	CALL TO ORDER	
B.	ROLL CALL	
C.	PLEDGE OF ALLIEGIANCE	
D.	ADDITIONS/DELETIONS TO THE AGENDA	
E.	APPROVAL OF THE AGENDA	
F.	EMPLOYEE RECOGNITION	1
	1. Renee Pollington – 15 Years	
	2. Kristie Hatinger – 10 Years	
G.	PRESENTATION AND REPORTS	
	1. Lisa Miller – Alliance for Economic Success	
	2. Eric Karbowski – Michigan State University Extension	
H.	PUBLIC COMMENTS	
	<i>The Board welcomes all public input.</i>	
I.	CONSENT AGENDA	
	<i>The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.</i>	
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P.	CHAIR COMMENTS	
Q.	ADJOURN	

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: Employee Recognition

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County Policy B.13-0, at 10, 15, 20, 25, 30, and 35 years. The following employees should be recognized at the next Board of Commissioners meeting for their service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Renee Pollington	Friend of the Court	15 Years
Kristie Hatinger	District Court Probation	10 Years

Renee Pollington began her employment with Wexford County on October 10, 2007 as a Department Aide for the Friend of the Court. On January 5, 2010, Ms. Pollington started her position as a Child Support Enforcement Clerk and in 2014 she started her current position as a Intergovernmental Case Worker.

Kristie Hatinger started her employment with Wexford County on October 1, 2012, as a Probation Clerk for District Court. On July 10, 2017, Ms. Hatinger began working as a Probation Officer for District Court and continues to work in this position.

RECOMMENDATION:

The Human Resources / Public Safety Committee recommends the presentation of the Certificates of Appreciation at the Board of Commissioners meeting on October 5, 2022, to Kristie Hatinger and Renee Pollington.

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, September 21, 2022

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Mike Musta, Ben Townsend, Kathy Adams, Michael Bush, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Commissioners Joe Hurlburt and Julie Theobald.

Pledge of Allegiance.

Additions/Deletions to the Agenda- *None.*

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Bush to approve the agenda.

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-*None.*

Public Comment-

Crystal Lake Johnson was speaking on behalf of Veterans Serving Veterans. They are hoping for additional time on the contract for the octagon building. She hoped the Board would approve the amendment.

Consent Agenda

1. Approval of the September 7, 2022 Regular Meeting Minutes
2. West Michigan Forensic Pathology Services Authority Appointment
3. Area Agency on Aging of Northwest Michigan Appointment
4. Wexford County School Safety Committee

MOTION by Comm Adams, seconded by Comm Musta to approve the Consent Agenda.

All in favor.

Agenda Items

1. Manton Library Agreement

MOTION by Comm Musta, seconded by Comm Adams to approve the Agreement for Subaward of Federal Financial Assistance ARPA, with the Friends the Manton Public Library in an amount not to exceed \$10,000.00 and authorize the chair to sign the attorney approved agreement on behalf of the County.

Commissioner Townsend commented that this would not have been possible without the efforts of Commissioner Bengelink and the ARPA Committee.

Commissioner Potter asked if the library was able to raise the funds needed for the rest of this project. Commissioner Townsend responded that they have not yet because costs have gone up since they began, but they are close.

Commissioner Bush questioned if the property has all been worked out, and it was believed it had been.

Roll Call: Motion approved 7-0.

2. MOU with Grand Traverse County re: NLCMH

MOTION by Comm Bush, seconded by Comm Potter to approve the multi-county Memorandum of Understanding concerning Northern Lakes Community Mental Health and authorize the Chairman to sign the MOU on behalf of the county.

Administrator Porterfield explained that Grand Traverse County has directed their administrator to pull out of this contract. The recommendation was that the counties need to work together. He also noted that our attorney did review the agreement, and he would not change anything. He pointed it out that there was no financial obligation to the County, and this provided a plan if things were to fall apart.

Commissioner Townsend voiced concerns about the Committee violating the Open Meetings Act, specifically members of the Grand Traverse Board. He noted that certain members of the Grand Traverse Board were contacting other members to reach out to the chair to add things to the agenda. He stated there would be a special meeting to discuss Open Meetings Act and the rules to be followed.

He aired several concerns with the Grand Traverse members stepping beyond their means, and removing members from the board and replacing with people they felt would voter their way. He felt Grand Traverse was threatening to leave Northern Lakes to take control.

Commissioner Townsend also stated that he would love Grand Traverse to go out on their own, but admitted that at some point they would need to move forward. He asked for more time to do more research.

Roll Call: Motion failed 0-7.

3. Delinquent Water Bill Agreement

MOTION by Comm Baughan, seconded by Comm Adams to approve the agreement allowing the owners of property 2309-27-2102 to make repayment of their delinquent water bills in the amount of \$50.00 per month for each connection

1720 and 1722 on N. Mackinaw Trail, totaling \$100.00, and authorize the Chairman to sign.

Roll Call: Motion passed 7-0.

4. Land Purchases

MOTION by Comm Bush, seconded by Comm Musta to approve the Administrator enter into a purchase agreement to purchase parcel 10-088-00-029-00 and 10-088-00-034-00 on Lincoln St. in an amount not to exceed \$12,000.00 each, with the money coming from ARPA funds.

Comm Townsend commented that this is a great deal, and the church should be commended for helping out.

Roll Call: Motion passed 7-0.

5. Sheriff's Office Rate Increase Request

MOTION by Comm Potter, seconded by Comm Bush to approve the Sheriff's wage rate increase request, in the amount of \$3.00/hour for Deputy Sheriff's; \$2.00/hour for Correction Officers; and \$1.00/hour for Animal Control Officers and Administrative Assistants; and to remove 1.5 Sheriff's Deputies and 1.5 Corrections Officers from the employee roster, beginning September 25, 2022.

Roll Call: Motion passed 7-0.

6. Victim Rights Grant-Prosecutor's Office

MOTION by Comm Baughan, seconded by Comm Bush to approve the grant agreement between MDHHS and Wexford County Prosecutor for Victim Rights for the period of October 1, 2022, through September 30, 2023, and authorize the Chairman to sign electronically.

Roll Call: Motion passed 7-0.

7. Octagon Building

MOTION by Comm Adams, seconded by Comm Potter to approve the Amendment to Agreement for Purchase and Sale of Octagon Building dated August 5, 2022, extending the agreement to December 31, 2022, and authorize the Chairman to sign.

Roll Call: Motion passed unanimously.

Administrator's Report-

Joe Porterfield explained that he is continuing to work on the budget. He had just returned from the MAC Conference where one of the big issues discussed was juvenile housing. There may be a solution to this. Overall, he stated it was a good conference.

Correspondence-

1. DEQ-EGLE: Wexford County Landfill

Public Comments-

Trent Taylor thanked the Board for their actions tonight. He hoped it would go a long way with the bleeding at Lincoln Street. He appreciates the support the Board has always shown for them. He knows the employees appreciate it as well.

Liaison Reports-

Comm Potter gave a brief MAC report because he will not be at the next meeting, where he would normally give a full report. He noted that the juvenile housing solution they thought they might have found had fallen through. He also noted that this was the least attended conference since he has been a part of MAC.

Comm Musta attended a Wex Express meeting.

Comm Townsend attended a library meeting in Buckley that went great. He stated the library is doing an incredible job reaching all of those in the County. The Wings & Wheels event at the airport was also a huge success. They had over 3,000 people in attendance and more airplanes, helicopters, and even a jet.

Comm Bush attended an LPT meeting where they discussed Networks Northwest. He also attended a CAMA meeting in Leroy. He's excited that we will start seeing items at Wal-Mart now that are made in Leroy.

Comm Taylor attended a Counsel on Aging and Fair board meeting.

Board Comments-

Comm Townsend stated he appreciated the support on voting down the MOU. The Board will reluctantly have to move forward at least with discussions regarding this. This agreement at least give the option of getting out. He wanted to be clear that he is against who is proposing the MOU, not the NLCMH. He wants the program to succeed, but on the faith of all 6 counties.

Comm Adams thanked the administrators and the committee for helping her during her learning phase.

Comm Bush thanked everyone for the cards, prayers, and phone calls. He wished Julie a quick recovery.

Comm Baughan thanked Commissioner Townsend for his research and his exceptional job.

Comm Potter appreciated the passion tonight from Commissioner Townsend, and that it was well researched.

Chairman's Comments-

Comm Taylor attended several Northern Lakes meetings with Ben and the administrators, and he concurred with everything stated tonight. He also thanked everyone for attending.

Adjourn

MOTION by Comm Bush, seconded by Potter to adjourn at 4:33 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: MOU with NLCMHA

SUMMARY OF ITEM TO BE PRESENTED:

The attached memorandum of understanding (MOU) is a multi-county agreement which is looking into improving services and resources provided by Northern Lakes Community Mental Health, to better serve the counties and their citizens.

RECOMMENDTION:

The Human Resources / Public Safety Committee forwards a recommendation to the full board to approve the attorney approved MOU and authorize to authorize the Chairman and Clerk to sign on behalf of the County.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between Grand Traverse County, 400 Boardman Avenue, Traverse City Michigan 49684, a Michigan Municipal Corporation, ("Grand Traverse"), Leelanau County, 8527 E. Government Center Dr., Suttons Bay Michigan 49682, a Michigan Municipal Corporation ("Leelanau"), Missaukee County, 111 S. Canal Street, PO Box 800, Lake City Michigan 49651, a Michigan Municipal Corporation ("Missaukee"), Roscommon County, 500 Lake Street, Roscommon Michigan 48653, a Michigan Municipal Corporation ("Roscommon"), Wexford County, 437 E. Division Street, Cadillac Michigan 49601, a Michigan Municipal Corporation ("Wexford"), and Crawford County, 200 W. Michigan Avenue, Grayling Michigan 49738, a Michigan Municipal Corporation ("Crawford"), with any individual county be referred to as "a County", all of the parties being collectively referred to as "the Counties" or "the Parties".

RECITALS

Whereas, the Public Health Code provides that counties are responsible to deliver behavior health services through a community mental health services program ("CMHSP"); and

Whereas, counties may deliver a CMHSP through creation of a county community mental health agency, a community mental health organization, or community mental health authority; and

Whereas, in 2003, Grand Traverse, together with the Counties of Leelanau, Crawford, Missaukee, Roscommon, and Wexford decided to deliver a CMHSP through the establishment of a community mental health authority, the Northern Lakes Community Mental Health Authority ("NLCMHA"), which was accomplished through the execution of an Enabling Resolution and Agreement (the "Agreement"); and

Whereas, elected and appointed officials with the Counties having expressed concerns that NLCMHA currently administering CMHSP does not meet the behavioral health needs of the citizens of the Counties; and

Whereas, the Counties desire to work together to address these concerns by studying the delivery of CMHSP for the goal of improving behavior health services in "the Counties"; and

Whereas, to aid in this study, Grand Traverse has or will engage the necessary consultant(s) to offer assistance with regard to review and possible improvements concerning the behavioral health needs of the citizens of the Counties; and

Whereas, this memorandum provides for shared responsibilities related to the studying improving mental health services in the Counties.

Therefore, the Counties acknowledge the following responsibilities:

1. Grand Traverse's responsibilities.

a. Engage consultants:

1. A law firm with significant expertise in public health law.
2. A operations and programming consultant with significant expertise in public health services programs and management.

b. Host meetings.

c. Keep all other parties hereto informed and share data.

d. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

2. Leelanau's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Leelanau.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

3. Missaukee's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Missaukee.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

4. Roscommon's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Roscommon.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

5. Wexford's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Wexford.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

6. Crawford's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Crawford.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

7. The Counties shared responsibilities.

a. Work collaboratively and in good faith.

b. Provide input into, jointly draft, and potentially approve a new Agreement and/or programming or operational modifications as to NLCMHA and the associated CMHSP.

c. Interact with consultant(s) to review, examine, and offer input as to the CMHSP.

8. Miscellaneous.

a. This Memorandum of Understanding shall be interpreted according to Michigan law.

b. In the event that there is a conflict between this Memorandum and the Agreement between the Parties, the Agreement shall govern and control.

c. The Parties hereto agree that any and all written materials including drafts, notes, outlines, or suggested modifications to the Agreement, or the programming or operational aspects of NLCMHA or the CMHSP, that are submitted by any party hereto shall, upon the request of the party that prepared such item(s), shall be returned to the preparing party.

d. It is agreed that Grand Traverse shall pay the costs of operations and programming consultant(s), unless some other cost allocation is agreed upon by the Counties, or a County, as a result of the Counties, or a County, reaching an agreement on modifications to the Agreement, or the programming or operational aspects of NLCMHA, or the CMHSP.

e. It is acknowledged by all parties hereto that this Memorandum of Understanding has been prepared by legal counsel for Grand Traverse County and at the direction of Grand Traverse and that Fraser Trebilcock Davis & Dunlap, P.C. is legal counsel solely for Grand Traverse County. Each county is advised that it should retain, and pay for, its own legal counsel.

f. It is further understood and agreed that at any time any of the Parties hereto may withdraw from these joint discussions and from this Memorandum of Understanding, for any reason, or for no reason at all, upon 7 days written notice to the other Counties. In the event a written notice of is provided, that parties responsibilities and participation under this Memorandum of Understanding shall cease and terminate, excepting only the obligation to contribute to the costs of the consultant(s), to the date of the notification of withdrawal.

g. It is mutually and expressly acknowledged that nothing contained herein shall limit, restrict, modify, or impact, in any way whatsoever, any of the Counties rights, obligations, or options of the Parties under Act 290 of the Public Acts of 1995, as amended, (MCL 330.1205 et seq) or the Enabling Agreement of September 9, 2003, which created NLCMHA, inclusive of the right of any county to withdrawal from the Enabling Agreement and/or as to the termination of NLCMHA.

h. To the extent the Parties are exposed to any protected health information during the work under this Memorandum of Understanding, including but not limited to Health Insurance, Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the parties will use appropriate safeguards to prevent use or disclosure of protected health information. The parties hereto agree to promptly report any known misuse of any protected health information.

i. This Memorandum of Understanding may not be amended, modified, revoked, except by written instrument executed by all of the parties to this Memorandum of Understanding.

j. Should any provision of this Memorandum of Understanding be held invalid or void for any reason, the remaining provisions shall remain in full force and effect.

k. The captions in this Memorandum of Understanding have been inserted solely for convenience of reference and in no way define, limit, or describe the scope or

substance of any provision of this Memorandum of Understanding and this document shall be deemed to be jointly drafted by the Parties.

l. This Memorandum of Understanding may be executed in one or more counterparts each of which shall be deemed an original, but all together will constitute one and the same instrument, and any such counterpart containing a facsimile or electronic signature shall be deemed and original. This Memorandum of Understanding shall become effective, as to each Municipal Corporation, on the date the Memorandum of Understanding is executed by that Municipal Corporation.

m. This Memorandum of Understanding contains the full and entire agreement of the Parties relative to the retention of a consultant and the willingness to have joint discussion as to NLCMHA and the existing CMHSP.

n. It is represented that any signatory hereto has been fully and completely empowered and authorized to execute this Memorandum of Understanding on behalf of the Municipal Corporation.

The Parties have executed this Memorandum of Understanding on the date indicated below:

Grand Traverse County:

Robert Hentschel, Chairperson
Grand Traverse County Board of Commissioners

Date: _____

Bonnie Scheele, Grand Traverse County Clerk

Date: _____

Leelanau County

Ty Wessell, Chairperson
Leelanau County Board of Commissioners

Date: _____

Michelle L. Crocker, Leelanau County Clerk

Dated: _____

Missaukee County

Dean Smallagen, Chairperson
Missaukee County Board of Commissioners

Date: _____

Jessica Nielsen, Missaukee County Clerk

Date: _____

Roscommon County

Robert E Schneider, Chairperson
Roscommon Board of Commissioners

Date: _____

Michelle Stevenson, Roscommon Clerk/Register of Deeds

Date: _____

Wexford County

Gary Taylor, Chairperson
Wexford County Board of Commissioners

Date: _____

Alaina Nyman, Wexford County Clerk

Date: _____

Crawford County

Shelly Pinkelman, Chairperson
Crawford County Board of Commissioners

Date: _____

Sandra Moore, Crawford County Clerk/Register of Deeds

Date: _____

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: Full-time Bailiff Wage Scale

SUMMARY OF ITEM TO BE PRESENTED:

This year, the Board approved making two of our part-time Bailiff's full-time positions, however; Bailiffs were part of a non-union part-time wage scale, so we have drafted a full-time bailiff wage scale for consideration. The wage increased \$1.00 to coincide with the wage increases at the Sheriff's Office, but the number of hours worked to get to the next step now reflects full-time status.

WEXFORD COUNTY - FULL -TIME BAILIFF Wage Scales					
Sheriff's Office - Court Bailiff					
	Start	After 6 Months	After 1 year	After 2 years	After 3 years
2022	\$22.53	\$22.78	\$23.03	\$23.28	\$23.53

RECOMMENDTION:

The HR/PS Committee forwards a recommendation to the full board to approve the full-time wage scale for full-time Bailiffs.

LETTER OF UNDERSTANDING

BETWEEN

**WEXFORD COUNTY BOARD OF COMMISSIONERS AND
WEXFORD COUNTY SHERIFF**

AND

**POLICE OFFICERS ASSOCIATION OF MICHIGAN
(POAM)**

WHEREAS, the parties negotiated a 2020-2022 Collective Bargaining Agreement (CBA) in December 2019, to be effective January 1, 2020; and

WHEREAS, the Collective Bargaining Agreement states in Article 14, Section 14.1 that a normal workday shall consist of eight (8) or ten (10) or twelve (12) consecutive hours; and

WHEREAS, the parties have previously negotiated a letter of understanding regarding 12- hour shifts that includes that employees who work the 12-hour shifts shall receive 80 hours of straight time pay and four (4) hours of flex time pay for the 84 hours worked in a two (2) week payroll period; and

WHEREAS, the parties desire to return to 12-hour shifts and change the compensation structure for such shifts until the parties reach a successor agreement through negotiations as well as clarify the notice requirement for vacation use; and

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties agree that the members of the bargaining unit will work 12-hour shifts totaling 84 hours during a two-week payroll period. Further, the parties agree that bargaining unit members shall be compensated at 84 hours of straight time during the two (2) week payroll period and that

bargaining unit members shall no longer receive four (4) hours of flex time.

This agreement shall replace any previously negotiated Letters of Understanding on this issue. Further, the parties will continue to bargain this issue during contract negotiations for a successor agreement to the current agreement in effect.

2. The parties agree that the language in Article 16 Vacations, Section 16.4, B. which requires a written 30-day advance notice of the period requested shall apply to all vacation scheduling requests including use of one vacation day.
3. All other terms of the Collective Bargaining Agreement between the Employer and the POAM Union shall govern the terms and conditions of employment for the employees. It is expressly understood that this agreement shall be without precedent or prejudice for any future circumstances.

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

**WEXFORD COUNTY BOARD
OF COMMISSIONERS**

Dan Kuhn, Business Agent Date

Gary Taylor, Chairman Date

**WEXFORD COUNTY DEPUTY
SHERIFF'S ASSOCIATION**

WEXFORD COUNTY SHERIFF

Matt Howell Date

Trent Taylor, Sheriff Date

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Wexford County

Name of Participating Employer

for POAM 911 Central Dispatch (Non-Act 312) (eff 1/1/2021)

Employee Group

of HA - 110046

Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____ % **OR** flat dollar amount \$_____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 4 % to 15 % **OR** dollar amount range \$_____ to \$_____

If a range of contributions has been elected, the Employer designates ____ % as the default contribution percentage, OR a default dollar contribution of \$_____.

This default will apply only where the eligible employee fails to make a valid election of a mandatory participant contribution prior to first payroll reporting after the participant has satisfied eligibility. Where no default is selected by the Employer, the lowest of the specified rates offered by the employer will apply.

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).

☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute _____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed _____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or _____% of compensation per participant.
- ☐ **Pay Period:** \$_____ or _____% of compensation per participant for each payroll period.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Wexford County
 for POAM 911 Central Dispatch (Non-Act 312) (eff 1/1/2021) of HA - 110046
 Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 5% to 15% **OR** dollar amount range \$____ to \$____

If a range of contributions has been elected, the Employer designates ____% as the default contribution percentage, OR a default dollar contribution of \$____.

This default will apply only where the eligible employee fails to make a valid election of a mandatory participant contribution prior to first payroll reporting after the participant has satisfied eligibility. Where no default is selected by the Employer, the lowest of the specified rates offered by the employer will apply.

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- ☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute ____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed ____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or ____% of compensation per participant.
- ☐ **Pay Period:** \$_____ or ____% of compensation per participant for each payroll period.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Wexford County
 Name of Participating Employer
 for POAM Law Enforcement Act 312; POAM 911 Central Dispatch Non-Act 312(eff 2/1/2019) of HA - 110046.
 Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$_____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 0% to 15% **OR** dollar amount range \$_____ to \$_____

If a range of contributions has been elected, the Employer designates ____% as the default contribution percentage, OR a default dollar contribution of \$_____.

This default will apply only where the eligible employee fails to make a valid election of a mandatory participant contribution prior to first payroll reporting after the participant has satisfied eligibility. Where no default is selected by the Employer, the lowest of the specified rates offered by the employer will apply.

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).

☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute ____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed ____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or ____% of compensation per participant.
- ☐ **Pay Period:** \$_____ or ____% of compensation per participant for each payroll period.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

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This is an Addendum to the Adoption Agreement completed by Wexford County
 for POAM Law Enforcement (Act 312) (eff 1/1/2020) of HA - 110046
 Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 5% to 15% **OR** dollar amount range \$____ to \$____

If a range of contributions has been elected, the Employer designates ____% as the default contribution percentage, OR a default dollar contribution of \$____.

This default will apply only where the eligible employee fails to make a valid election of a mandatory participant contribution prior to first payroll reporting after the participant has satisfied eligibility. Where no default is selected by the Employer, the lowest of the specified rates offered by the employer will apply.

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- ☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

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The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute _____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed _____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

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The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

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Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

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This is an Addendum to the Adoption Agreement completed by Wexford County
 for POAM 911 Central Dispatch (Non-Act 312) (eff 1/1/2020) of HA - 110046
 Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$_____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 3% to 15% **OR** dollar amount range \$_____ to \$_____

If a range of contributions has been elected, the Employer designates ____% as the default contribution percentage, OR a default dollar contribution of \$_____.

This default will apply only where the eligible employee fails to make a valid election of a mandatory participant contribution prior to first payroll reporting after the participant has satisfied eligibility. Where no default is selected by the Employer, the lowest of the specified rates offered by the employer will apply.

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- ☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

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The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute _____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed _____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or _____% of compensation per participant.
- ☐ **Pay Period:** \$_____ or _____% of compensation per participant for each payroll period.

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Wexford Co **Municipality #:** 8302

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit* division #_____ and/or current Defined Contribution division #_____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (Defined Benefit or Defined Contribution) employees (select one of the following and see [Plan Document](#), Section 70 for more information):

☐ Will have a one-time opportunity to convert the value of their current Defined Benefit into a lump sum transferred to the Defined Contribution portion of Hybrid sum, or continue accruing service in the Defined Benefit (complete *MERS Hybrid Conversion Addendum*.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Hybrid Plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: ____/____/____

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Hybrid for future service accrual.

**By completing the section above, the Employer acknowledges receiving Projection Study (if applicable) results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. ☒ If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of January, 2020. Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Hybrid Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing Hybrid division

(existing division number(s) _____)

into a new Hybrid division, the effective date shall be the first day of _____, 20____.

- D. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

- E. ☐ If this is an amendment to close Defined Benefit division(s) # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into an **existing** Hybrid division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Division Title: _____

Only those employees eligible for MERS membership may participate in the Hybrid Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the specified service credit qualification and are required to contribute to both the Defined Benefit and Defined Contribution portions of Hybrid as defined below. All eligible employees must be enrolled in the plan. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees** (this information is used for actuarial purposes only. It does not relate to the additional tax for early distribution): ☐ Yes ☐ No

MERS Hybrid Plan Adoption Agreement

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification under the Defined Benefit portion of Hybrid as defined under section IV (Provisions) in order to earn a month of service. Excluded classifications will require additional information below. For Defined Contribution portion of Hybrid, vesting is determined according to elapsed time (or hours reported, if applicable).

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.
The probationary period will be _____ month(s).
Comments:
-

- ☐ Service will begin with the employee’s date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

IV. Provisions

1. Service Credit Qualification (for Defined Benefit portion of Hybrid)

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an ‘hour per day’ has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility and service credit qualification in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) _____ hours in a month.

Note: For purposes of Defined Contribution, vesting is determined by elapsed time or hours reported.

MERS Hybrid Plan Adoption Agreement

2. Leaves of Absence (for Defined Benefit portion of Hybrid)

Indicate in the chart below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: \$20/hour X 120 X .05 = \$120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

If an alternative formula is going to be used, please describe that here:

Note: For the Defined Contribution portion of Hybrid service is not "granted" or "excluded" as elapsed time (or accumulated hours) are used to determine vesting. Contributions will be due only for months where wages are paid.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details of Base, Box 1, and Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum.](#))

MERS Hybrid Plan Adoption Agreement

4. Employer Caps

- ☐ The Employer hereby elects to cap the annual contribution to Hybrid (total amount for both Defined Benefit and Defined Contribution portions) to ____% of payroll. The employer will adjust its contribution to the DC portion of the plan based on the required contribution for the DB portion. An employee contribution will become required on the DB portion of the plan if the total employer contribution DB + DC portions has exceeded the cap with no employer contribution to the DC portion.
- ☐ The Employer hereby elects to cap the annual contribution to the Defined Benefit portion of Hybrid to ____% of payroll. An employee contribution will become required on the DB portion of the plan if the required employer contribution for the DB portion of the plan has exceeded the set cap (regardless of the employer contribution to the DC portion of the plan).
- ☐ No Employer Cap

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation except for definition of compensation and early out provision.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employer's contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- ☐ 1.00%
- ☐ 1.25%
- ☐ 1.50%

No Social Security Coverage

- ☐ 1.00%
- ☐ 1.25%
- ☐ 1.50%
- ☐ 1.75%
- ☐ 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Normal DB Retirement Age: _____ (any age from 60 – 70)
7. Early Normal Retirement with unreduced benefits at age: _____ (may be any number from 55-65 with 25 years of service)

MERS Hybrid Plan Adoption Agreement

Hybrid - Defined Contribution Component Provisions

1. Vesting (for Defined Contribution portion)

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire through date of termination.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which ____ hours are worked

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 10 years) will be ____ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal DC Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions (for Defined Contribution portion)

a. Contributions will be submitted (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- ☐ Weekly ☐ Semi-Monthly (twice each month)
- ☐ Bi-Weekly (every other week) ☐ Monthly

b. Employer Contributions

Required Employer and Employee Contributions are outlined using associated Contribution Addendum for MERS Defined Contribution (MD-073).

- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

3. Loans: ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the *Defined Contribution & 457 Loan Addendum*.

MERS Hybrid Plan Adoption Agreement

4. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

5. **Forfeiture** (for Defined Contribution portion)

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this MERS Hybrid Plan Adoption Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Hybrid Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;

MERS Hybrid Plan Adoption Agreement

- 7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
- 8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by
at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____
(mm/dd/yyyy)

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Wexford County
 for POAM, TPOAM Courthouse General and TPOAM Supervisors (2/1/2019) of HA - 110046.
 Employee Group Division Code

The Addendum modifies the MERS Defined Contribution Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Required **Employee Contribution** structure to DC (subject to Internal Revenue Code 415(c) limitations)

Select one:

☐ Employees are required to contribute per payroll period:

Percentage ____% **OR** flat dollar amount \$____

☒ Employees are required to contribute within the following range for each payroll:

Percentage range from 5% to 15% **OR** dollar amount range \$____ to \$____

If a range of contributions has been elected, the Employer designates ____% as the default contribution percentage, OR a default dollar contribution of \$____.

This default will apply only where the eligible employee fails to make a valid election of a mandatory participant contribution prior to first payroll reporting after the participant has satisfied eligibility. Where no default is selected by the Employer, the lowest of the specified rates offered by the employer will apply.

Direct Required Employee Contributions: ☒ Pre-tax ☐ After-tax

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- ☐ Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- ☐ Each Employee's one-time election of required employee contributions for MERS Defined Contribution.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

www.mersofmich.com

The Participating Employer elects to make contributions as follows (check and complete Matching, Non-Matching, or both as applicable):

☐ **Matching Contributions**

The Employer elects the following matching contribution formula:

- ☐ **Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute ____% of the Employee contribution amount.

For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.

- ☐ **Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute no more than \$_____ per payroll period.

Employer Cap: The Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Employer elects the following cap on its matching contribution:

- ☐ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to \$_____ per _____.
- ☐ **Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of a participant exceed ____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of participant's income).

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check one):

- ☐ **Annual:** A one-time annual contribution of \$_____ or ____% of compensation per participant.
- ☐ **Pay Period:** \$_____ or ____% of compensation per participant for each payroll period.

MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.6377 | Fax 517.703.9707

www.mersofmich.com

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Wexford Co **Municipality #:** 8302

If new to MERS, provide your municipality's/court's fiscal year: _____ through _____.
(Month) (Month)

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20____.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

☐ Vesting credit from date of hire ☐ No vesting credit

☐ This division is for new hires, rehires, and transfers of current Defined Benefit* division # _____ and/or current Defined Contribution division # _____

Closing this division will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (Defined Benefit or Defined Contribution) employees (select one of the following and see [Plan Document](#), Section 70 for more information):

☐ Will have a one-time opportunity to convert the value of their current Defined Benefit into a lump sum transferred to the Defined Contribution portion of Hybrid sum, or continue accruing service in the Defined Benefit (complete *MERS Hybrid Conversion Addendum*.)

☐ Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Hybrid Plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: ____/____/____

☐ Will be required to cease service accrual in Defined Benefit and will transfer to Hybrid for future service accrual.

**By completing the section above, the Employer acknowledges receiving Projection Study (if applicable) results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. ☒ If this is an **amendment** of an existing Adoption Agreement (Hybrid division # HA), the effective date shall be the first day of February, 2019. Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Hybrid Plan Adoption Agreement

- C. ☐ If this is to **separate employees** from an existing Hybrid division

(existing division number(s) _____)

into a new Hybrid division, the effective date shall be the first day of _____, 20____.

- D. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

- E. ☐ If this is an amendment to close Defined Benefit division(s) # _____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into an **existing** Hybrid division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Division Title: _____

Only those employees eligible for MERS membership may participate in the Hybrid Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the specified service credit qualification and are required to contribute to both the Defined Benefit and Defined Contribution portions of Hybrid as defined below. All eligible employees must be enrolled in the plan. Please describe the specific classifications that are eligible for MERS within this division:

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees** (this information is used for actuarial purposes only. It does not relate to the additional tax for early distribution): ☐ Yes ☐ No

MERS Hybrid Plan Adoption Agreement

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification under the Defined Benefit portion of Hybrid as defined under section IV (Provisions) in order to earn a month of service. Excluded classifications will require additional information below. For Defined Contribution portion of Hybrid, vesting is determined according to elapsed time (or hours reported, if applicable).

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.
The probationary period will be _____ month(s).
Comments:

- ☐ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

IV. Provisions

1. Service Credit Qualification (for Defined Benefit portion of Hybrid)

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility and service credit qualification in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working)
_____ hours in a month.

Note: For purposes of Defined Contribution, vesting is determined by elapsed time or hours reported.

MERS Hybrid Plan Adoption Agreement

2. Leaves of Absence (for Defined Benefit portion of Hybrid)

Indicate in the chart below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: \$20/hour X 120 X .05 = \$120 in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

If an alternative formula is going to be used, please describe that here:

Note: For the Defined Contribution portion of Hybrid service is not "granted" or "excluded" as elapsed time (or accumulated hours) are used to determine vesting. Contributions will be due only for months where wages are paid.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long-Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid Family Medical Leave Act (FMLA)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	<input type="checkbox"/>	<input type="checkbox"/>
Other 2: _____ Additional leave types as above	<input type="checkbox"/>	<input type="checkbox"/>

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details of Base, Box 1, and Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

MERS Hybrid Plan Adoption Agreement

4. Employer Caps

- ☐ The Employer hereby elects to cap the annual contribution to Hybrid (total amount for both Defined Benefit and Defined Contribution portions) to ____% of payroll. The employer will adjust its contribution to the DC portion of the plan based on the required contribution for the DB portion. An employee contribution will become required on the DB portion of the plan if the total employer contribution DB + DC portions has exceeded the cap with no employer contribution to the DC portion.
- ☐ The Employer hereby elects to cap the annual contribution to the Defined Benefit portion of Hybrid to ____% of payroll. An employee contribution will become required on the DB portion of the plan if the required employer contribution for the DB portion of the plan has exceeded the set cap (regardless of the employer contribution to the DC portion of the plan).
- ☐ No Employer Cap

Hybrid – Defined Benefit Component Provisions

The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation except for definition of compensation and early out provision.

Valuation Date: _____, 20____

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employer's contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

Social Security Coverage

- ☐ 1.00%
- ☐ 1.25%
- ☐ 1.50%

No Social Security Coverage

- ☐ 1.00%
- ☐ 1.25%
- ☐ 1.50%
- ☐ 1.75%
- ☐ 2.00%

4. Final Average Compensation (FAC) shall be based on the highest consecutive 3 years
5. Vesting shall be 6 years
6. Normal DB Retirement Age: _____ (any age from 60 – 70)
7. Early Normal Retirement with unreduced benefits at age: _____ (may be any number from 55-65 with 25 years of service)

MERS Hybrid Plan Adoption Agreement

Hybrid - Defined Contribution Component Provisions

1. Vesting (for Defined Contribution portion)

Vesting will be credited using (check one):

- ☐ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire through date of termination.
- ☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which ____ hours are worked

Vesting schedule will be (check one):

- ☐ Immediate
- ☐ Cliff vesting (fully vested after a specified number of years, not to exceed 10 years) will be ____ years.
- ☐ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years)

% Vested	Years of Service

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal DC Retirement Age (presumed to be age 60 unless otherwise specified) _____

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions (for Defined Contribution portion)

a. Contributions will be submitted (check one):

Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

- ☐ Weekly ☐ Semi-Monthly (twice each month)
- ☐ Bi-Weekly (every other week) ☐ Monthly

b. Employer Contributions

Required Employer and Employee Contributions are outlined using associated Contribution Addendum for MERS Defined Contribution (MD-073).

- c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

3. Loans: ☐ shall be permitted ☐ shall not be permitted

If Loans are elected, please refer to the *Defined Contribution & 457 Loan Addendum*.

MERS Hybrid Plan Adoption Agreement

4. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

5. **Forfeiture** (for Defined Contribution portion)

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize an available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this MERS Hybrid Plan Adoption Agreement and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Hybrid Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;

MERS Hybrid Plan Adoption Agreement

7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;
8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

VIII. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____
(mm/dd/yyyy)

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: Department Assistant – Irregular / Part-Time

SUMMARY OF ITEM TO BE PRESENTED:

The attached is a draft position description for the Building Department's request of an irregular/part-time assistant to fill in on occasion when the Building Department Manager is out of the office.

RECOMMENDATION:

The Human Resources / Public Safety Committee forward to the full board a recommendation to add the position to the employee roster, at an L6 non-union wage rate, effective January 1, 2023.



WEXFORD COUNTY POSITION DESCRIPTION

Position: Building Department Office Assistant (Irregular/Part Time)

Adopted: _____

- A. Summary. Responsible for covering the Building Department Office on a part time, irregular, as-needed basis so that day to day operations may still continue; in case that the Building Department Manager is absent. Processing related permit applications, taking phone calls, and scheduling inspections within the County as required.
- B. Supervision Received. Work is performed under the general supervision of a department head or other designated person.
- C. Supervision Exercised. None.
- D. Responsibilities and Essential Duties and Functions. An employee in this position may be called upon to perform any or all of the following essential duties. These examples do not include all of the duties which the employee may be expected to perform.
1. Compile information and prepare correspondence, requiring knowledge of departmental activities and requirements.
 2. Assist the public in preparation of permit applications and collect permit fees.
 3. Answer telephone and office inquiries requiring a knowledge of departmental rules and regulations.
 4. Operate computer, typewriter, telephone, or other equipment.
 5. Schedule inspections as requested for the Building, Electrical, Mechanical, and Plumbing Inspectors.
 6. Perform a variety of tasks involving familiarity with departmental terminology and operations.
 7. May act as receptionist.
 8. May receive and process mail.
 9. May prepare receipts, applications, permits, or other reports.
 10. Perform related work as required.
- E. Essential Functions, Qualifications and KSAs for Employment. All of the following functions, qualification, KSAs and duties are essential. An employee in this class, upon appointment, should have the equivalent of the following:

1. Knowledge of modern office practices and procedures.
2. Reasonable knowledge of the departmental activities and operations.
3. Speed, skill and accuracy in performing various clerical tasks.
4. Ability to make arithmetic calculations with speed and accuracy.
5. Ability to work effectively with other employees, builders, contractors, and the general public.
6. Ability to independently schedule inspections and organize submitted documents.
7. Ability to concentrate and pay close attention to detail.
8. High school graduation or its equivalent.
9. One year experience in performing responsible clerical work is preferred.

The above is intended to describe the general content of and requirements for the performance of the position of Department Assistant. It is not to be construed as an exhaustive statement of duties, responsibilities, or requirements for the position.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: Juneteenth Day – Paid Absence from the Workplace

SUMMARY OF ITEM TO BE PRESENTED:

In June of this year the Federal Government approved Juneteenth Day as federal holiday, declaring that Court employee receive the holiday off. Administration recommends Juneteenth Day (June 19) be added to the paid holidays/absence from the workplace schedule per County policy B-12.4.

RECOMMENDTION:

The HR/PS Committee forwards a recommendation to the full board to add the Juneteenth holiday to the paid holiday schedule per County policy B-12.4.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: TeleRad Camera System

SUMMARY OF ITEM TO BE PRESENTED:

The ARPA committee forwarded the presented proposal to the Finance and Appropriations Committee to make a recommendation to the full board. The presented proposal is for much needed updates to the camera system at the Sheriff's Department.

RECOMMENDATION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the presented proposal from Tele-Rad in the amount of \$442,250.00, with payment to come from ARPA funds.



Avigilon System Proposal

Prepared specifically for:



Wexford County Sheriff's Office



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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COVER LETTER

Wexford County Sheriff
1015 Lincoln St.
Cadillac MI 49601

RE: Jail Camera System

Tele-Rad Inc and Avigilon appreciate the opportunity to provide Wexford County with a quality analytical video solution. Tele-Rad and Avigilon project teams have taken great care to propose a solution to address your needs and provide exceptional value.

Avigilon, a Motorola Solutions company, designs, develops and manufactures solutions in video analytics, cloud, security cameras, video management software and hardware. Avigilon is an industry leader and, together with Motorola Solutions, provides integrated solutions for video security, access control and critical communications.

We propose to install an end-to-end video security system with smart analytics. Avigilon's trusted system will empower your team with powerful technology and software. Avigilon delivers a full range of video surveillance. Smart video technology can help you focus on what matters most, whenever there is a safety concern or any out of the ordinary situation Avigilon will capture the incident. This proposal is scalable to add existing or additional cameras.

Our goal is to provide Wexford County with the best products and services available in the video security industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

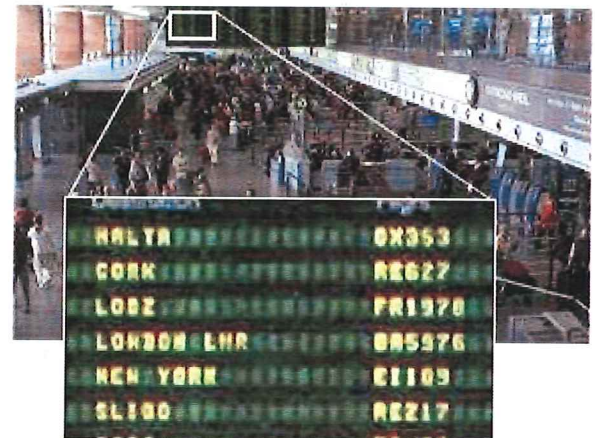
Sincerely,

Jessica Spindler
Sales Consultant
Tele-Rad, Inc.
231-740-2104

SOLUTION DESCRIPTION

Video surveillance with clear image detail

Avigilon High Definition Stream Management (HDSM)[™] technology preserves video image integrity while intelligently managing bandwidth. When coupled with our broad range of megapixel cameras, you get high quality imaging and maximum coverage.



Security software with no complications

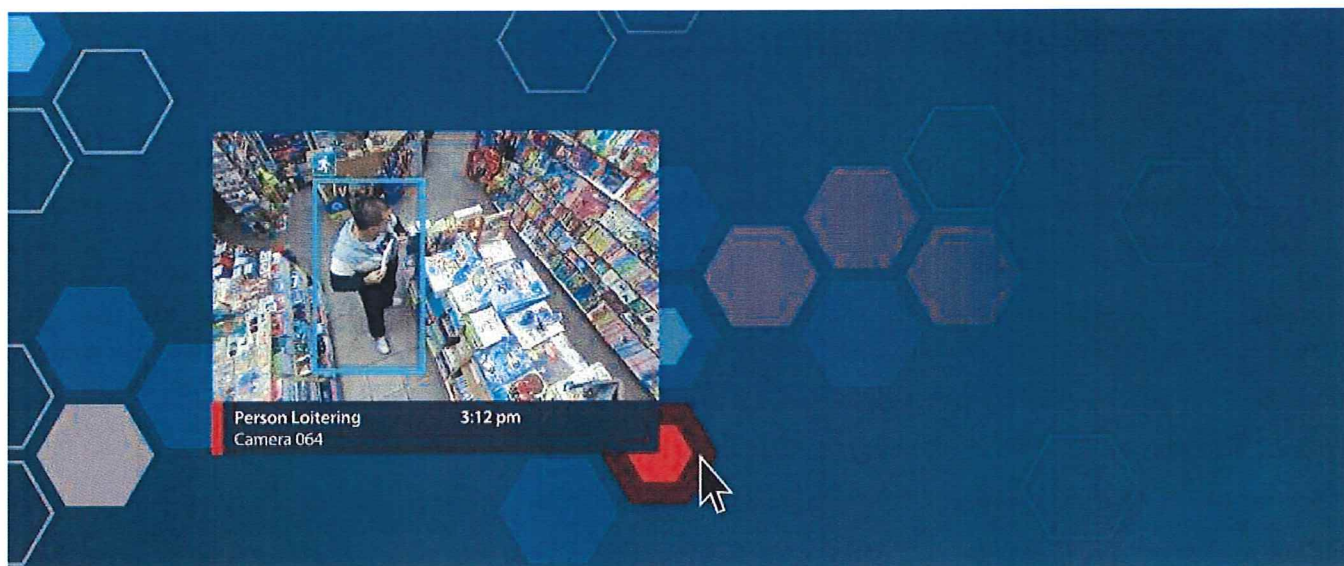
Avigilon video and access control software provides intuitive, easy-to-use interfaces. **Avigilon Control Center (ACC)[™]** software gives you complete control of video playback. **Avigilon Access Control Manager** provides remote accessibility so that you're never tied to a location or workstation.





Scalable security solutions – designed with tomorrow's growth in mind

Whether you need to add additional buildings, doors, or cameras, Avigilon trusted security solutions grow with your business. Our powerful **ACC video software** can manage an unlimited number of cameras. **Avigilon ACM software** enables you to add multiple offices, buildings, or locations.



Video Management Software for Security Professionals



Focus of Attention

ACC 7 introduces a new concept in live video monitoring, Focus of Attention, which leverages AI and video analytics technologies to determine what information is important and should be presented to security operators.



A Smarter Way to Monitor Video



We believe powerful software doesn't have to be complicated. That's why Avigilon Control Center (ACC) video management software gives you control over your workstation with a simplified screen layout, intuitive controls, and customizable features that improve multi-person interactions. ACC™ 7 offers both light and dark themes, with colors specifically chosen to reduce eye strain in dark environments, such as video surveillance control rooms.



Powered by AI for Fast and Efficient Search

ACCTM leverages advanced artificial intelligence and video analytics, including **Appearance Search™ technology** and **Unusual Motion Detection technology**, to help you quickly detect, verify and act on events. The bookmark, event, alarm and thumbnail search options in ACC are designed to enhance the way you interact with your systems, dramatically improve event response times and help make video actionable.



The Avigilon H5A

This camera line features our next-generation of video analytics technology which can detect more objects with greater accuracy even in crowded scenes, whether as stationary or moving objects, helping provide detailed information of what is happening on your site so you can take action. Manufactured in North America, we stand behind the quality of our H5A cameras with a 5-year, industry leading warranty.



SYSTEM DESIGN

Storage and retention

This system design starts with 4 Avigilon 160 TB Network Video Recorders (NVR). We would install the NVR into your existing rack and we would interface to your network and switch. With assistance from your IT department, we would connect and create logins for designated personnel to connect over your existing VPN connection. We have included failover licenses to allow recording to continue if an NVR should fail. Based on your request for 45 days of recording and our calculations, this would provide more than enough record time and room for future cameras to be added. This can be demonstrated by the calculations below. These calculations take your existing cameras and proposed replacements and additions into account. Please keep in mind these are estimates based on anticipated record time.

HD NVRs

Name	Model	Expansions	Storage	Total Data	Storage Time	Status
AINVR1	AINVR-PRM-160TB--NA	-	152 TB	775.69 Mbps	60 days 5 hours	Valid
AINVR2	AINVR-PRM-160TB--NA	-	152 TB	822.50 Mbps	60 days 4 hours	Valid
AINVR3	AINVR-PRM-160TB--NA	-	152 TB	823.26 Mbps	60 days 12 hours	Valid
AINVR14	AINVR-PRM-160TB--NA	-	152 TB	776.68 Mbps	60 days 13 hours	Valid

You have told us that your current recordings skip causing a lapse in the recording and a vulnerability and liability for the county. That is commonly a result of frame rates being adjusted to allow for additional capacity for recordings. We have made our calculations without reducing framerates or quality to provide an end-to-end solution.

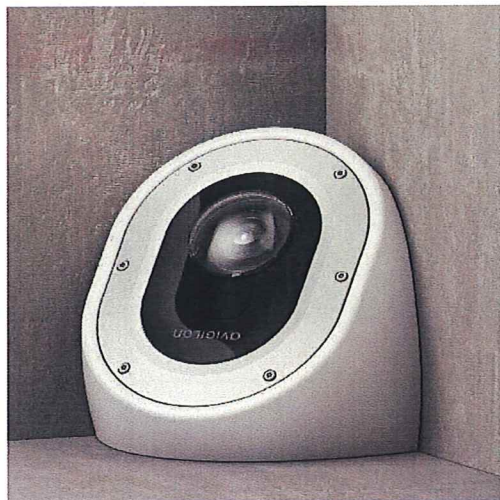
Analytics

In areas where the Avigilon cameras are being placed you will benefit from next generation video analytics. A list of these features is provided below. Please note that existing cameras can have the analytics added with additional licensing cost.

- **CLASSIFIED OBJECT DETECTION** Detects and classifies people or vehicles to help operators verify and respond faster. Next-generation analytics provide improved object classification.
- **NO FACE MASK DETECTION** To help prevent community transmission, this feature determines whether a person is not wearing a face mask. Immediate notifications in the Focus of Attention interface coupled with detailed reporting in Avigilon Cloud Services provides notification on non-compliance.
- **AVIGILON APPEARANCE SEARCH™ SUPPORT** Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.
- **OCCUPANCY COUNTING** By placing cameras at exits and entrances, a running total of occupancy can be monitored in real time. You can get an overview of occupancy for up to 30 days using the Avigilon Cloud Services Reports tab.
- **FACE RECOGNITION** Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.

Cameras

To provide a more complete solution we propose replacing 73 existing cameras with the Avigilon H5A Corner Camera as seen below. The Avigilon H5A Corner Camera is an anti-ligature, no-grip and IK10+ impact-rated solution that can handle the harshest attempts to destroy, detach, attach to or disable it. It is purpose built for your environment. You can leverage the H5A Corner Camera's wide field of view to reduce blind spots and invisible IR LED light to not generate attention in dark areas. The H5A corner camera can record audio evidence via a built-in microphone. Configuration of this microphone has not been included in this proposal.



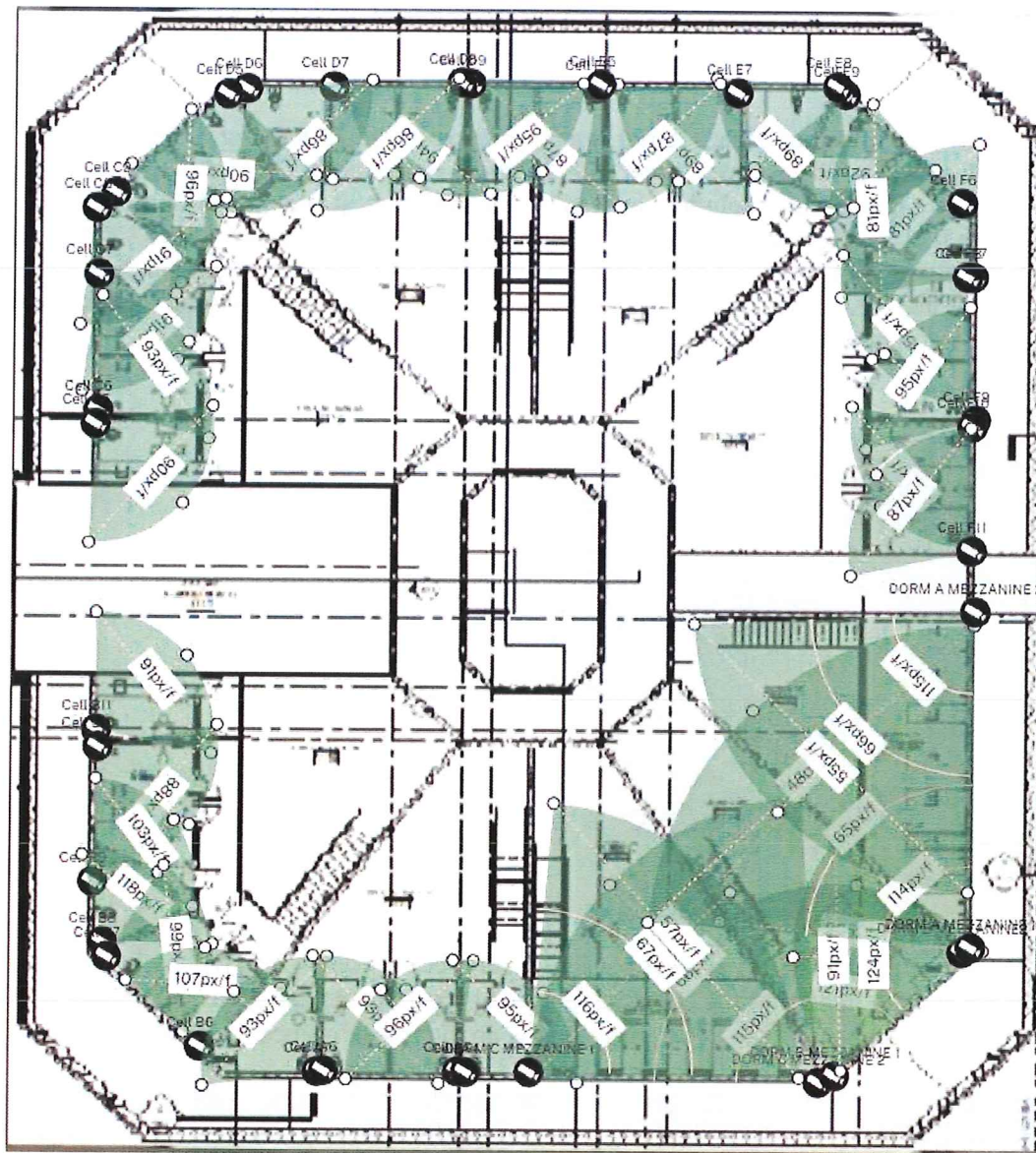
On the camera locations below you will see a number for pix/f. This is showing the pixels per foot. Please keep in mind that the cameras will see beyond the shaded area. It is shown to demonstrate where the camera will see. The image below provides a reference for pixels per foot.



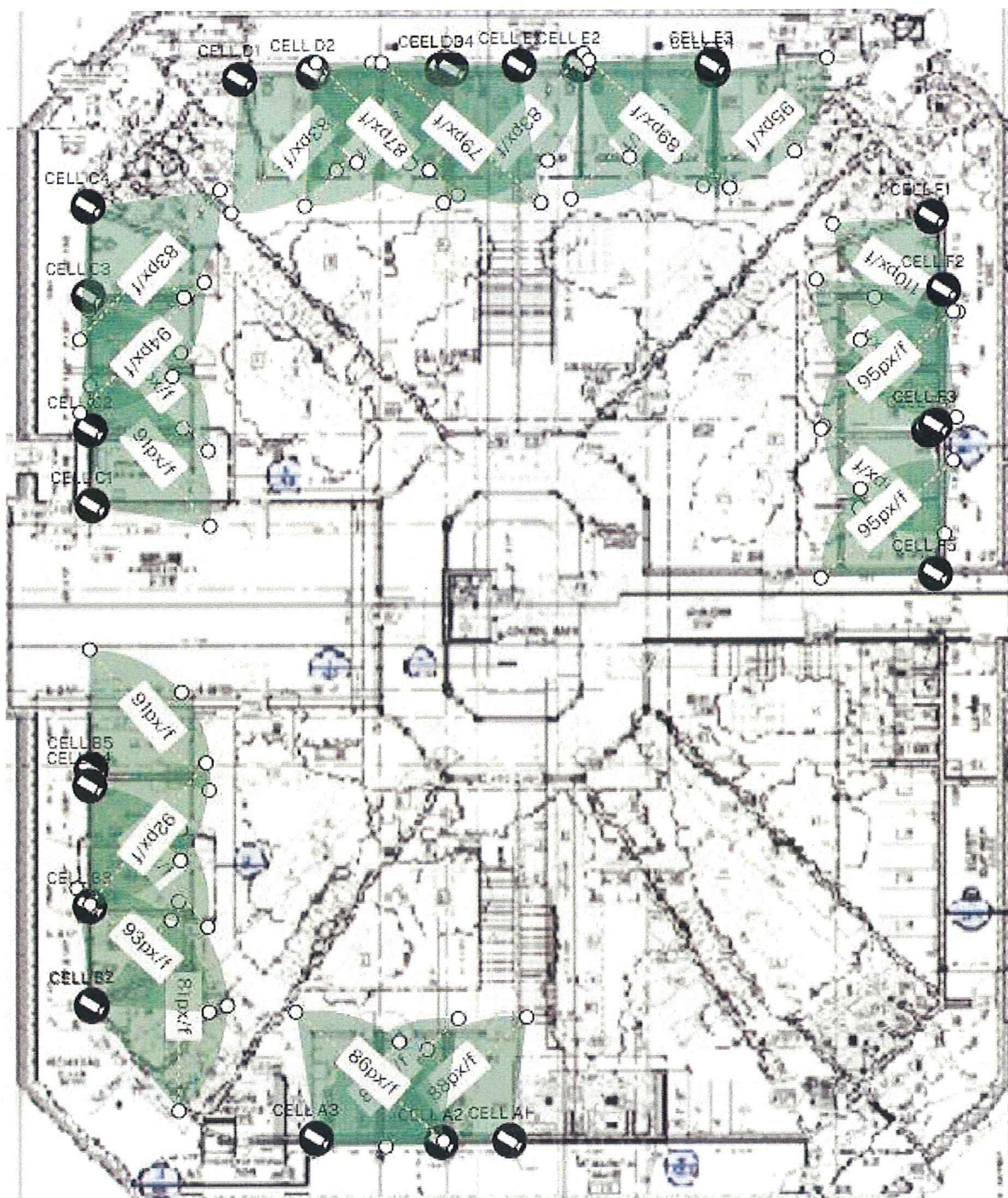
Reference images are captured under ideal conditions. Poor lighting, increased compression, or use of a lower quality lens will affect the quality of the images captured.



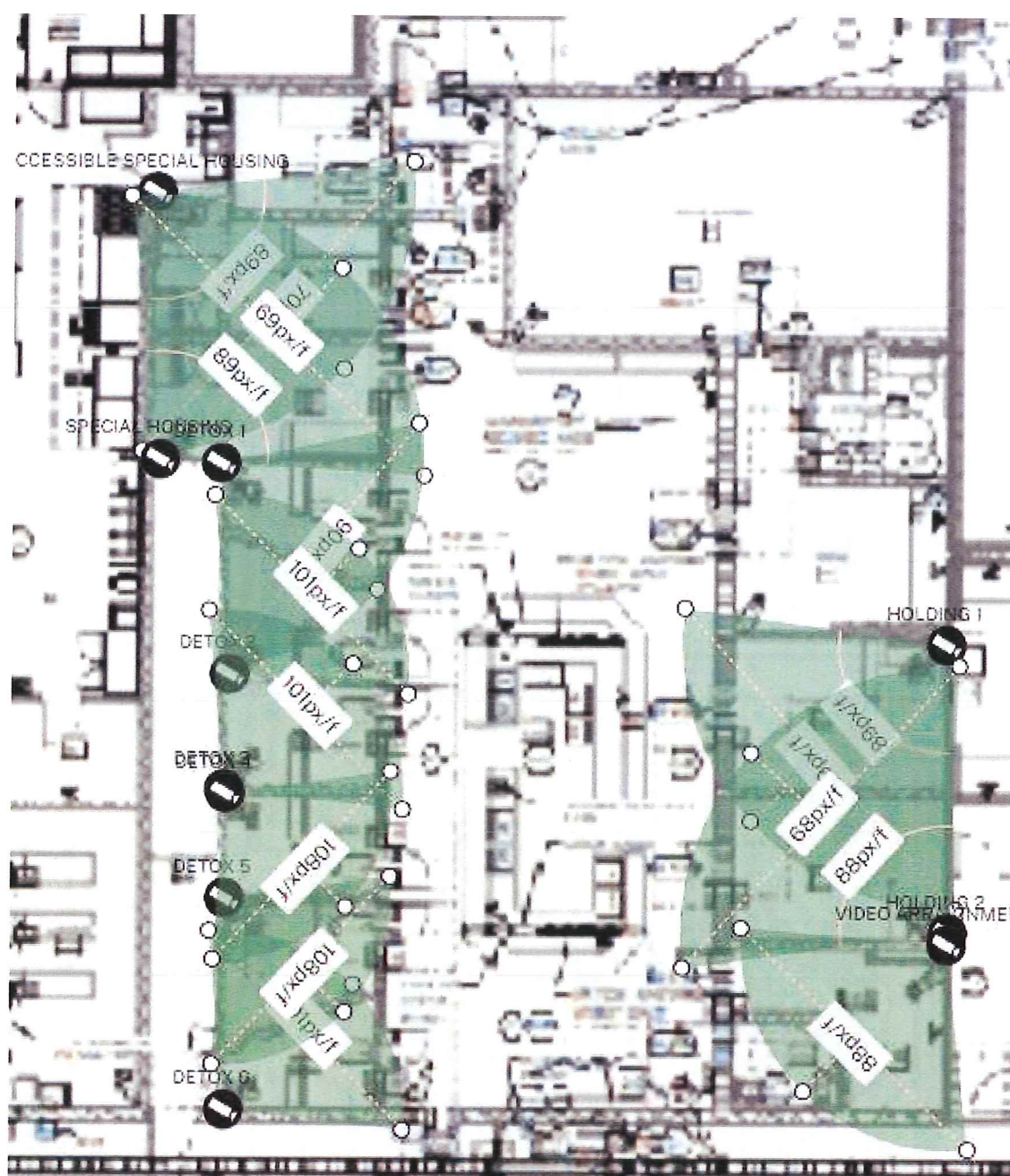
Proposed Corner Camera locations



Mezzanine Level



1st Floor West



1st Floor East



Additionally, we propose 14 Avigilon H5A Fisheye cameras. 12 of these cameras would be new installations and 2 would replace existing dome cameras. The Avigilon H5A Fisheye Camera is a cost-effective solution that provides 360° panoramic views of large areas from a single vantage point, bringing superior situational awareness without any blind spots. You can leverage the camera's high-resolution video to monitor, and its analytics and AI capabilities to proactively detect critical events and enhance the safety of corrections officers. We would deploy the surface mount with conduit in the sallyport and the In-ceiling mount in the remaining locations as below. The in-ceiling mount is an unobtrusive solution that has a paintable camera front plate and is designed for a drop ceiling.

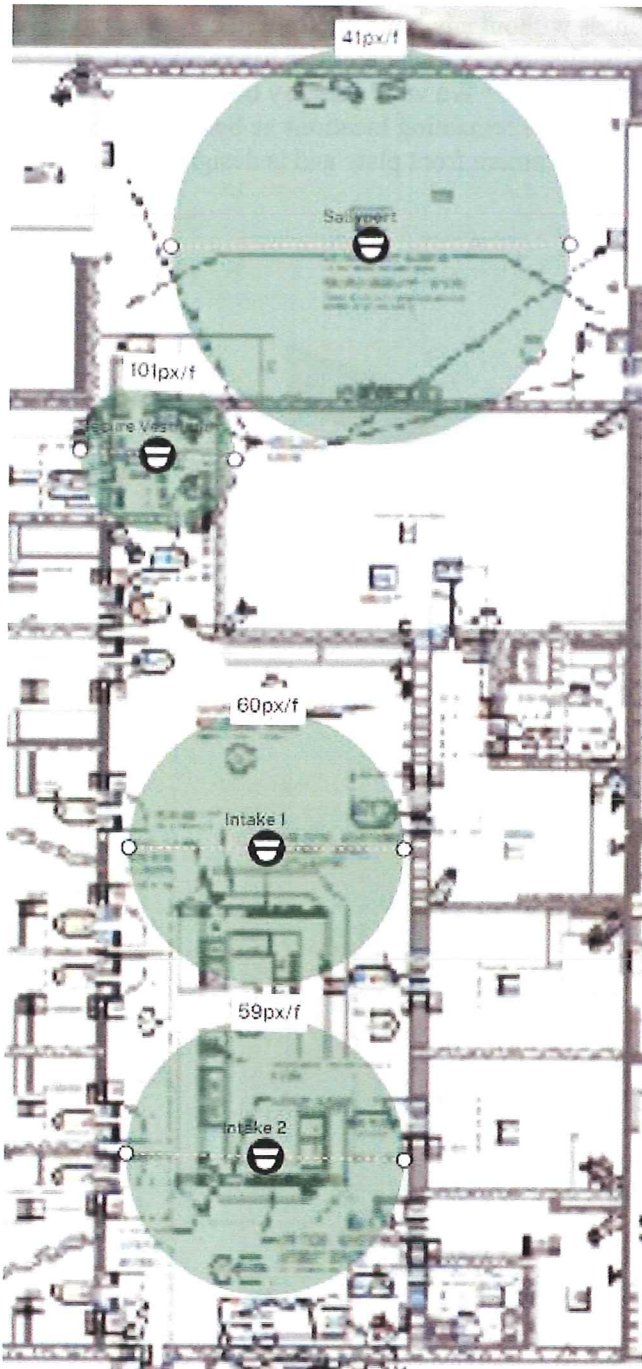


H5A Fisheye Surface Mount with Conduit

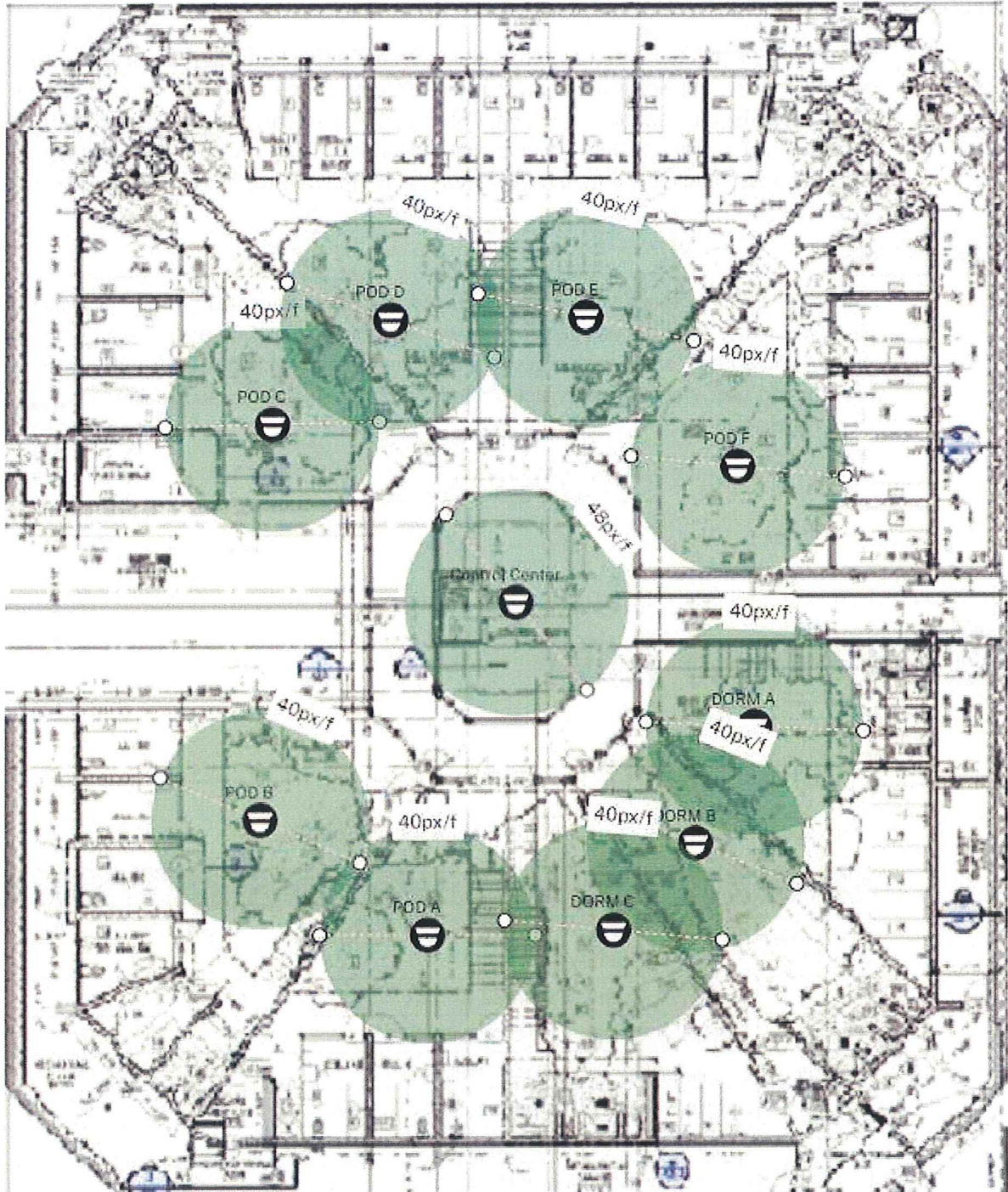


H5A Fisheye In-Ceiling Mount

Proposed Fisheye Camera locations



East locations



West locations



Integration

You have a system that has integrations between multiple platforms. We propose keeping your current Factory Talk software in place and interfacing the new cameras into the design. This will make a seamless transition for the user. We will make modifications as described in this proposal to integrate the new and existing cameras into the Factory Talk software. The existing intercoms will remain in place and the learning curve will be reduced working from a familiar platform.

User Settings

Avigilon ACC 7 software with Enterprise licensing allows those with rights to access site logs. Through the use site logs you can see events, failures and alerts on the system. You can also see various user activity such as changes to user access, device changes, additions, updates or deletions of a bookmark, user views, exports, access and searches. Each of these events is time stamped with the user information.

EQUIPMENT LIST

EQUIPMENT LIST

Please see the below equipment list for the proposed solution.

Quantity	Item Description
4	Avigilon 160TB AI Network Video Recorders
14	12MP H5A Fisheye cameras
67	3MP H5A Corner Cameras with IR
6	5MP H5A Corner Cameras with IR
264	Avigilon ACC 7 Enterprise licenses
39	Avigilon ACC 7 Enterprise failover licenses
264	Avigilon Smart Plan Enterprise licenses – 1 Year
1	Necessary mounting hardware and cabling

IMPLEMENTATION PLAN



Project Deliverables

Tele-Rad Project Deliverables

- Install 12 fisheye cameras into new locations with connectivity, mounts and licenses per design
- Replace 2 existing dome cameras with 2 fisheye cameras with connectivity, mounts and licenses per design
- Replace 73 existing dome cameras with 73 corner cameras with connectivity, mounts and licenses per design
- All work is to be completed during normal business hours per drawing and proposal
- Install and optimize 4 NVRs in IT rack with failover licensing
- Create up to 3 user logins utilizing the VPN that is customer provided
- Create up to 3 user profiles for accessing recorded data onsite with up to 20 logins
- Optimize camera settings in new cameras
- Provide 2 customer training sessions of 2 hours each and a 2 hour follow training session after installation for follow up questions
- Provide and install 3/4" conduit pathways as needed for cable routing from the sally port and secure vestibule
- Provide network cable, patch panel and modular jacks as needed to support additional the 12 add on cameras
- Provide scissor lift on site for access to elevated cameras/routes
- Add views from the 12 new cameras to the Rockwell Automation FactoryTalk System
- Update views for 75 replacement cameras in the Rockwell Automation FactoryTalk System

Use or disclosure of this proposal is subject to the restrictions on the cover page.



Customer Responsibilities:

- Customer to provide building access needed for installation and testing
- Customer to provide escorts as needed for installation and testing
- Customer to provide rack space and UPS power in IT room
- Customer must provide necessary 120V electrical for NVRs
- Customer to provide secure storage location for delivered equipment
- Customer to provide VPN and county provided IT support for remote access to cameras and recordings
- Customer to provide switch with adequate space and power for new and existing cameras
- Any stop work situation outside of the control of Tele-Rad may result in additional charges. Access/storage for Scissor lift throughout facility to reach camera installation points
- For FactoryTalk programming, provide access to existing program, source code, documentation, any other information required for access to the program.
- Existing equipment supporting FactoryTalk must be in good working order and suitable for intended use
- Current FactoryTalk software, hardware, and licensing must be adequate to support add-on cameras. Additional licensing and equipment not specifically listed in this proposal is not included.

ACCEPTANCE TEST PLAN

System acceptance of the proposed solution and associated equipment will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the function of all installed equipment to verify operation. Typical features and applicable failure scenarios for the proposed equipment will be tested. Customer to sign off on camera views and calibration at the time of installation.

Use or disclosure of this proposal is subject to the restrictions on the cover page.



PRICING SUMMARY

The proposed solution includes a combination of hardware, software, and services. This solution has a cost of \$442,250.00 if ordered by 9/30/22. Included in this price is the listed equipment, software, labor and supplies. Due to extreme fluctuations, we cannot guarantee availability of products as we are subject to manufacturer's availability. Municipal lease finance options are available. ~

We offer maintenance contracts to aid in budgeting services and repairs and would be happy to present a solution tailored to your needs. Our current service rates are as follows:

M-F 8AM to 5 PM	\$150/hour billed on the ¼ hour
Trip Charge	\$100
Emergency afterhours	\$225/hour with a \$150 minimum charge

We thank you for the opportunity to provide Wexford County with this proposal.

Use or disclosure of this proposal is subject to the restrictions on the cover page.



TELE-RAD, INC.® TERMS AND CONDITIONS OF SALE

All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of Purchaser's acceptance and issuances of a purchase order are merged herein. The agreed upon contract price shall be \$

1. TERMS AND PRICES

- 1.) 50% of total project cost as a down payment at time of order.
- 2.) 20% due upon arrival of major equipment components.
- 3.) 20% due upon installation as defined by functional use of the system.
- 4.) 10% due upon completion and mutually approved acceptance.

Tele-Rad, Inc. charges 1 ½ % monthly on any outstanding balance not paid within 30 days of invoice.

If transportation charges from the point of origin of the shipment to a designated point are included in the prices herein named:

- (a) Any changes in such transportation charges shall be for the account of the Purchaser, and
- (b) Except as otherwise stated, TELE-RAD, INC. shall not be responsible for switching, spotting, handling, storage, demurrage, or any other transportation or accessorial service, nor for any charges incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

2. TITLE TO AND SECURITY INTEREST IN GOODS

Until TELE-RAD, INC. has received full payment for the goods, TELE-RAD, INC. shall retain title to and a purchase money security interest in the goods and the goods shall remain personal property regardless of the manner of their attachment to any other property. The Purchaser shall perform all acts and execute and deliver all documents that TELE-RAD, INC. may reasonably request to perfect and retain such purchase money security interest.

Agreed and Accepted:

Purchaser: Wexford County

By:

Signed:

Date:

Seller: Tele-Rad, Inc.

By:

Signed:

Date:

3. DELAY

TELE-RAD, INC. shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workman, delays in transportation, shortage of cars, fuel, labor, or materials, or any circumstance or cause beyond the control of TELE-RAD, INC. in the reasonable conduct of its business.

4. RADIO STATION LICENSE

While TELE-RAD, INC. may assist Purchaser in obtaining a FCC radio station license(s), it assumes no responsibility for issuance of the license(s). Further, if the Purchaser orders frequency critical equipment before receipt of an FCC license(s) and the issued license makes modification or replacement of the equipment necessary, the Purchaser is responsible for modifying or replacing the equipment to meet the license(s) requirements.

If goods and/or services are delivered as directed by Purchaser, payment of TELE-RAD, INC. invoices will not be delayed because the FCC has not issued the Purchaser's radio station license or the equipment will not function on the FCC licensed frequency(ies).

5. COVERAGE, INTERFERENCE, AND PURCHASER OR THIRD PARTY FACILITIES

Representations concerning the distance at which usable radio signals will be transmitted and received by any equipment supplied hereunder shall not be binding upon TELE-RAD, INC. They are based on computer models deemed best case industry practice. TELE-RAD, INC. cannot be responsible for interference, e.g., cochannel or adjacent, or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference that may affect equipment performance over which there is no reasonable control. In the event Purchaser provides facilities or utilizes facilities or services supplied by others, such as radio common carrier service or shared repeaters, TELE-RAD, INC. shall

have no responsibility for the availability or adequacy of any such facilities or services.

6. ENGINEERING SERVICES

Unless TELE-RAD, INC.'S quote for services states otherwise, services are priced on a per job basis. Purchaser's acceptance of the quote by issuance of a purchase order obligates the Purchaser to pay the total sum quoted for the services and reciprocally obligates TELE-RAD, INC. to complete the quoted Services at no additional cost to the Customer.

7. LIMITED WARRANTY

TELE-RAD, INC. warrants to the original Purchaser only that each of hardware Products, and all components thereof, will be free from defects in materials and/or workmanship. The warranty period for Motorola products is twelve (12) months from the date of acceptance or twelve (12) months from installation, whichever occurs first. The original Purchaser may not assign this warranty.

In the event of malfunction or other indication of failure attributable directly to faulty workmanship or materials, TELE-RAD, INC. will, at its option, repair or replace the defective Products or components to whatever extent it shall deem necessary to restore the Product or component to proper operating condition, provided that the Purchaser sends with the defective Product proof of the date of purchase (or installation) of the Product.

TELE-RAD, INC. may replace the defective Product with a new or remanufactured functionally equivalent Product at the option of TELE-RAD. Before returning a Product for repair, the Purchaser must call TELE-RAD, INC. to schedule a pickup of the item. During the Warranty period all labor and materials will be provided without charge during regular business hours. There shall be no Warranty for either parts or labor after expiration of the Warranty period. TELERAD, INC. recommends that units be insured when shipped. Units returned without proof of date of purchase (or date of installation) or out of Warranty will be repaired or Units returned without proof of purchase will be repaired or replaced at the option of TELE-RAD INC., and the Purchaser will be charged for parts and labor. All hardware Products returned during the warranty period and found not to be defective following inspection by the

manufacturer will be subject to the then current evaluation charge. The parties agree that the Purchaser's sole and exclusive remedy shall be for the repair or replacement of defective Products as provided herein. This limited Warranty does not cover required preventive maintenance of Products, e.g., tuning, level setting, battery replacement, or losses or damages that occur in shipment to or from the Purchaser or are due to:

1. Improper installation or maintenance, misuse, neglect, or any cause other than ordinary commercial or industrial application
2. Adjustment, repair, or modifications by anyone other than TELE-RAD INC. authorized personnel
3. Improper environment, excessive or inadequate heating or air conditioning, and electrical power failures, surges, or other irregularities
4. Any statement made about any Product by salespersons, dealers, distributors, or agents, unless confirmed in writing by an officer of the company.

EXCLUSION OF WARRANTIES: THE WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TELE-RAD, INC. will return the Products to the customer after repair or replacement by the carrier and transportation method chosen by the manufacturer to any specific destination within Canada or the United States of America (US). If the customer desires some specific form of conveyance, or is located beyond The US or Canadian borders, then the customer must bear the cost of return shipment.

TELE-RAD, INC.'s liability whether based on contract, tort, Warranty, strict liability, or other theory shall not exceed the price of the Product whose defect or damage is the basis of the claim. Incidental and consequential damages caused by malfunction, defect, or otherwise and with respect to breach of this Warranty are not the responsibility of TELE-RAD, INC., and, to the extent permitted by law, are hereby excluded both for property and, to the extent not unconscionable, for personal injury damage. During the warranty period all labor and materials will be provided without charge. There shall be no warranty

for parts or labor during the warranty period.

8. DELIVERY AND RISK OF LOSS

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Unless otherwise specified by TELE-RAD, INC., delivery will be F.O.B. point of shipment to Purchaser. Risks of loss or damage pass to Purchaser on delivery to the carrier.

9. RESTOCKING CHARGE

Equipment and parts manufactured by MOTOROLA and returned to TELE-RAD INC. for credit will be subject to a restocking fee based on the condition of the equipment or part, as determined by inspection by the manufacturer, when received by TELE-RAD INC. The minimum fee shall be no less than 10% of the purchase price, excluding shipping charges and taxes. A Return Authorization Number will be required as detailed in Article 10 hereof. Equipment and accessory items to be returned that were not manufactured by MOTOROLA will be subject to the restocking policy of the manufacturer thereof.

10. GENERAL

- (a) Neither TELE-RAD, INC. nor any of its employees is an agent or representative of the Purchaser and the Purchaser is solely responsible for obtaining any required authorizations from the Federal Communications Commission or any other relevant governmental agency, body, or commission and for compliance therewith.
- (b) The provisions of this Agreement are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Purchaser of any or all of its duties or rights hereunder without TELE-RAD, INC.'s prior written consent shall be void.
- (c) TELE-RAD, INC. shall comply with all laws applicable to its performance of the resulting order. Every provision of this agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: Schneider Geospatial – Beacon Property Management

SUMMARY OF ITEM TO BE PRESENTED:

The ARPA committee forwarded the presented proposal to the Finance and Appropriations Committee to make a recommendation to the full board.

The County’s current vendor that offers and supplies the County’s website with parcel and tax services is moving away from offering these services. The proposal from Schneider Geospatial will offer an updated self-service online access to better serve the community.

RECOMMENDATION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the presented proposal from Schneider Geospatial in the amount of \$20,268.00, with payment to come from ARPA funds.



Dear Joe,

Thank you for your interest in Schneider Geospatial's **Beacon** property management portal. Communities are realizing the value in making public records available online. Schneider Geospatial specializes in integrating online GIS data with other local government databases.

Organizations using **Beacon** have enjoyed the following benefits:

1. **Significantly lowers counter traffic:** improves customer service between you and your constituents.
2. **Easy-to-use interface:** no gap between traditional web-based GIS and data reporting applications.
3. **Works across all devices:** easy reading and navigation across a wide range of OS devices from desktop screens, to tablets, to mobile phones, etc.
4. **No additional software/equipment/training:** all website set-up, development, hosting, and maintenance tasks are handled by Schneider Geospatial.
5. **Information guaranteed:** the integrity of the information is backed up routinely to ensure peace of mind.
6. **Data online in as little as 4 weeks:** rapid assembly, deployment, and maintenance of websites.
7. **Leverages existing systems:** like a specific combination of database vendors, including CAMA, tax administration, and other database products.

Beacon transcends the concept of "portal technology" by integrating data from multiple sources, using spatial attributes, and presenting it seamlessly through a simple-to-use, yet very advanced web interface. Providing the user options for help, free training, feedback tools, and options on how they want to find, report, and view their data and maps is a fundamental difference between **Beacon** and other providers.

Schneider Geospatial has worked hard to be one of the largest GovTech providers in the country by bringing innovative solutions to our clients. We work hard to be a company that truly listens and communicates by caring and following through with client needs. However, don't take our word for it! Visit **Beacon** (<http://beacon.schneidercorp.com>) to see it in action!

Sincerely,



Daniel Davis | Technical Sales Representative
Schneider Geospatial
Direct (317) 826-7394
ddavis@schneidergis.com

Beacon never sleeps. Over half of the usage happens when the offices are closed.

***With Beacon, give your community the tools to do their own research, on their own time, from any internet access device!
Online 24/7!***

Currently, we have over 600 communities in 27 states that allow you to search through property tax records and GIS data from any internet access device. With an **80% return visitor rate**, Schneider Geospatial is the **largest GovTech provider** of these types of solutions in the country!

"Beacon is intuitive, and my customers love it. Beacon is fast, responsive, and built on a stable platform. If I need to update a layer, I forward the data to Schneider Geospatial, and they install it usually within days. It's a plug and play program which makes my customers happy and my life easier."

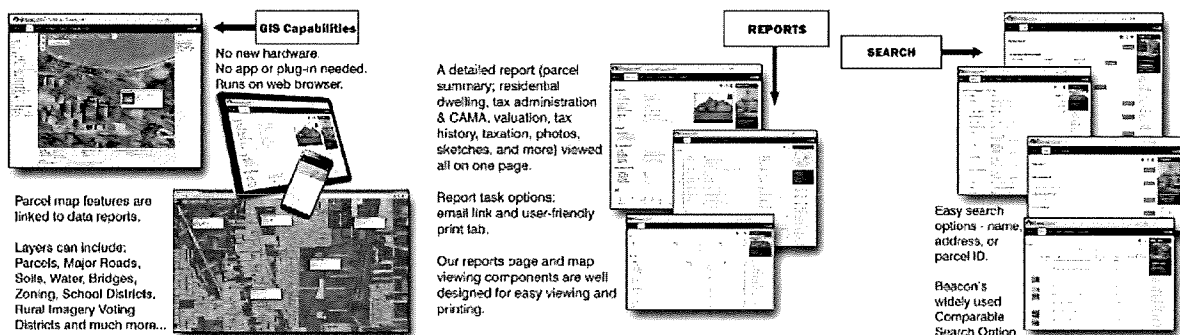
– Berrien County, Michigan



What is Beacon?

Beacon is the **GovTech solution** that allows citizens to view local government information and public records online. **Beacon** combines both web-based GIS data reporting tools including CAMA, assessment, and tax into a single, user friendly web application that is designed with your needs in mind.

Beacon changes how citizens interact with local government offices by modernizing local government.



Used by hundreds of communities across the country, Beacon has become the standard in local government web portals.

Beacon is a quick, user friendly, and affordable web portal blending searching, reporting, and mapping for every community. Local governments will be able to provide their constituents the most accurate and timely information curbside, by allowing them to pull up **Beacon** on their phone or mobile device.

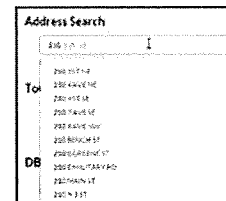
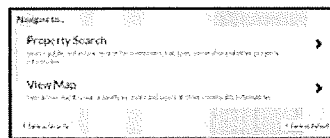
Easy

- **Beacon** can set up your report data and your geographic components; meaning no middle-man to get your site up.
- Site exists on one page and implements the use of a tab structure – creating a more user-friendly navigation.
- Access all of **Beacon** sites for more efficient searches and create a default county/city.
- With **Beacon**, view map data, appraisal, tax administration, environmental, 911, engineering, planning and zoning, and more.
- With features such as 'Favorites' and 'Save as Default' selection and 'Recently Used' dropdown, auto complete available for searches, and enriched Admin Tools such as 'Info Pane', 'Account Management', etc.



Dependable

- Usage reports and fail over system; making **Beacon's** service more reliable.
- Enhanced performance (a faster site) and access control with user accounts.
- Information on the website is updated daily with industry leading features.
- Technical support available via email or phone.
- Unsurpassed customer service and experience.



Why Beacon?

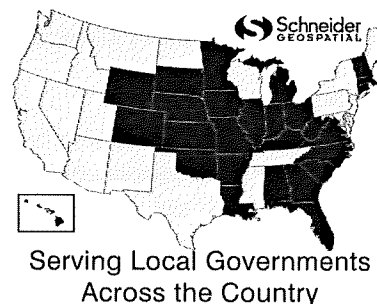
Beacon is a **quick, easy, and affordable** web solution for all your community's online, public records needs. With smaller budgets and larger demand for services, local governments across the country are realizing the **value** in making their data available online for public and internal users. Your organization increases in visibility and exposure, as well as increasing services to taxpayers.

Time savings is a must in this day and age. The need to access local government information often occurs outside of normal office hours, and **Beacon** provides robust, user-friendly access through the web and across mobile devices when and where the users need it.

Lowers counter and phone traffic, saving an average of 25 labor hours daily per site.

Over 23 million unique users annually!

- With **over 600 organizations in 27 states**, **Beacon** is the leading application for online local government GIS and local government database data.
- Near **real time updates**; data can be updated as often as the client wants.
- Over **19 million parcels hosted**.
- Industry proven expertise, with **over 30 years of GIS and related data hosting experience**.
- Over **512 million views** last year.
- Saved over **94 million trips** to local offices last year.
- Servers reside in an off-site, **secure hosting facility** that is monitored 24 hours a day; in the case of an emergency the data can still be available to EMA and homeland security officials.
- **No subcontractors required**.
- **Web access** is projected to be available at least 99.9% of the time.



With our experienced and knowledgeable staff, Schneider Geospatial can set up your **Beacon** site in a matter of days, compared to other companies that can take an average of two or more months. By offering a fast turnaround time, **Beacon** can assist your organization in drawing value and a return on investment immediately. **Beacon** also provides you the ability to pick the hosting plan and features that best serve the needs of you organization and community.



Is Beacon a Fit for Your Organization?

Beacon is robust to fit all sizes and requests of your organizational needs. If your goal is to provide more return from your investments, **Beacon** is for you and your organization. Don't have a fully developed GIS? No problem, **Beacon** can provide a public portal for other public information. Users will be able to access local information by pulling public databases pertaining to:

- | | |
|-----------------------|---------------------------|
| • Assessment | • Utility billing systems |
| • CAMA | • Permits |
| • Tax | • Recorded documents |
| • Real estate | • Reports |
| • Cemetery records | • and more! |
| • Document management | |

Beacon currently hosts over 19 million parcels

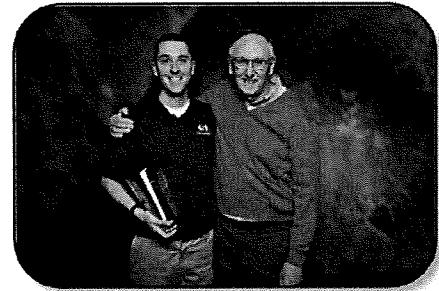
Schneider Geospatial is one of the **largest GovTech providers in the country** and has been providing local government solutions for **over 30 years** to hundreds of municipal, county, state, and federal agencies as well as industrial entities. Schneider Geospatial's experience with local government GIS and mapping products provides a tailored, but familiar and open solution. As a leader in delivering advanced technology, Schneider Geospatial develops and implements solutions designed to enhance the integrated enterprise. Solutions focus on organizing and analyzing geographic information and constantly evolve to meet the changing needs of business, the industry, and technology.

We have several offices with over 50 mapping professionals. By providing our customers a complete set of GIS services, we are able to focus on enterprise solutions that **maximize the value** of information and technology assets while **reducing client risk**. We also provide a deep bench of GIS Professionals and Esri experts to our team. Esri awarded Schneider Geospatial a 20 Year Partner Recognition Award. By collaborating with Esri for over 20 years, we are able to assist our customers with Esri technology and strengthen the GIS within their community.

What awards has Schneider Geospatial been recognized for?

Schneider Geospatial's industry leadership has been recognized through several awards for projects and performance such as:

- Esri Business Partner of the Year
- Esri Foundation Partner of the Year
- Esri 20 Year Partner Recognition Award
- TechPoint Mira "Corporate Innovator of the Year" Winner
- TechPoint Mira "IT/Tech Service Excellence & Innovation" Winner (GovTech)
- TechPoint Mira "Large Enterprise of the Year" Finalist
- TechPoint Mira "Tech Product of the Year" Finalist (Beacon/qPublic.net)
- Great Employers to Work for in Indiana
- IGIC Excellence in GIS Award (Marshall County)
- IGIC Excellence in GIS Award (Hamilton Southeastern Utilities)
- IGIC Excellence in GIS Award (Roche Diagnostics)
- IGIC Excellence in GIS Award (Town of Brownsburg)
- IGIC Excellence in GIS Award (Indiana State Lands Office GIS project)
- ACEC Engineering Excellence Award (Vigo County/City of Terre Haute GIS)
- IGIC Excellence in GIS Award (Town of Plainfield Sewer Integration project)
- TechPoint Mira "Innovation of the Year" nomination (Draincalc)
- ACEC Engineering Excellence Award (SAMCO/HSE Utilities)
- IGIC Excellence in GIS Award (Eli Lilly, INDOT, and the City of South Bend GIS projects)
- AIC Awards (Blackford County and Huntington County GIS projects)
- IGIC Excellence in GIS Award (City of Indianapolis DWP Impervious Surface project)
- IGIC Excellence in GIS Award (Town of Cumberland and Huntington County web GIS projects)
- Several Esri Special Achievement in GIS Awards



See what our clients are saying about Beacon

"We really, really, really see the **benefit** of it. **I don't know how a County could survive without it.**"

– Debbie Carnes, Auditor
Hancock County, Indiana

"**Beacon** is **wonderful!** We now have **less calls** and we are able to get **more work done**. Also, they update the records nightly. You will not regret getting **Beacon.**"

– Vicki Talpas, Assessor
Sullivan County, Indiana

"I am so **glad** we made the switch to **Beacon** and Schneider Geospatial. **I love the website and excellent customer service.** The "**user friendly**" software is also a huge plus! I had nothing to worry about in making the switch. **Smooth and easy!**"

– Linda Fallesen, Assessor
Humboldt County, Iowa

"**I really like working with Beacon.** Their website is **user friendly**, their support staff always gets back to me quickly and corrects any issues that I have. I get **compliments from my constituents** about how good the website is. I am **very pleased with the service** they provide."

– Eric Brown, Property Valuation Administrator
Casey County, Kentucky

"The Assessor's Department is **excited** about transferring our GIS mapping site maintenance to **Beacon**. The transition from in-house maintenance to the **Beacon** website has been relatively **painless**, thanks to knowledgeable and friendly Schneider staff. My staff found it to be very **easy to use, with little training**. The automated daily updates assures that the County's **information is current**, instead of being 30 days behind. Since my office no longer has to worry about maintaining our own server, my GIS staff can spend more time putting the service to work instead of updating it. I **highly recommend** it."

– Ronnie Dale, Assessor
Crawford County, Arkansas

"We switched to Schneider Geospatial with their **Beacon** product. The **cost was less and we have more info on the site** compared what we had...Schneider Geospatial has been **great to work with**. I would **highly recommend** checking them out."

– Michael Bacon, Auditor
Hardin County, Ohio

"This is **so user friendly**, why doesn't every county have this system? One big benefit is the courthouse **counter traffic has been reduced** and when they do come in they often have used **Beacon** and are more prepared, thus **minimizing the staff time**."

– Timothy Icenogle, Engineer
Cass County, Illinois

For clarity purposes, Beacon and qPublic.net brands are used interchangeably to describe the same platform.

Meet the Team

Schneider Geospatial brings nearly 50 mapping professionals, this team includes certified GIS professionals (GISP), senior project managers and consultants, GIS technicians, and senior software architects. Also included is our **\$2,000,000 Errors and Omissions and \$5,000,000 liability insurance** policy to support **Beacon's** needs.



Mike

As a certified GIS Professional with over 20 years of industry experience. Mike provides clients a breadth of tax, CAMA, and GIS software knowledge, which he utilizes to develop web-enabled GIS solutions, as well as custom application development projects. Working closely with clients, Mike provides technical expertise in integrating GIS technology into existing administration systems.



Joel, GISP

An Esri Authorized Developer, Joel specializes in combining an extensive understanding of tax, CAMA, and GIS technology with his knowledge of local government needs to create software designed to streamline workflows. With over 25 years of experience, Joel provides clients with solutions aimed at reducing costs, while enhancing decision-making processes.



Dina

Dina's expertise in integrating database systems allows her to provide high levels of administration, creation, and support for Schneider Geospatial's web portals for local government information. With years of experience, Dina works with new and existing clients on implementation, to ensure clients can utilize the technology to its fullest potential.



Shawn

Shawn has over 20 years of experience with software development. He has experience developing everything from desktop solutions to web portals. Shawn has experienced playing several roles in the software development cycle. He is knowledgeable about working with the client to determine what the software should do, managing a development team, and building the software and deployment process.

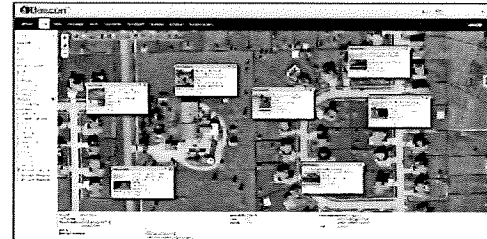


Functions

Mapping Tools

Identify

Connecting your GIS data to your CAMA and tax roll data enables a number of great tools for finding information about a property. The use of the identify tool is one of the most helpful researching tools used by the public. This tool provides the ability to hover over or click on a property or feature on the map then retrieve data about that feature or property report. The users of the website are able to click once on a property to display simple attribute information and access links to external websites.

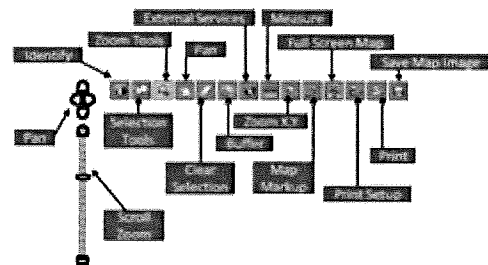


Layer Groupings

This tool helps organize your layers. A large number of mapping layers in your legend pane can become difficult to maneuver through, because of the amount of layers displayed within it. The users can become confused, because they cannot find the layer that they are looking for. With the layer groupings tool, you can now group similar layers under a single title or "group" that can be expanded or collapsed, to meet the users' viewing preferences. By creating groups, you can make browsing through layers and enabling them on the map a very simple process for any user, while keeping everything organized within your community's map.

Layer List/Legend

Beacon supports GIS data from multiple mapping data sources and allows the user to turn on and off the mapping tools in the customizable layer list / legend format. With just a click, the layers can be turned on and off. The administrator can also define dynamic zoom in and out thresholds for when layers will turn on and off, based upon the scale at which the map is viewed. This tool is designed to anticipate what layer the user would like to see at a defined scale, making the users' experience more enjoyable. These layers are defined by the community and reflect the existing information available from the community's GIS and mapping data.

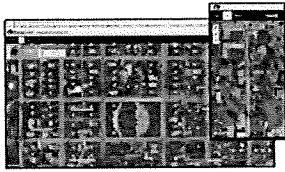


Map Markup Tools

Beacon provides map markup tools for the user to add information such as symbols, lines, text, etc. at different sizes and colors for printing. The markup tools allow the user to draw polygons, lines, freehand, points, text, delete markup, edit markups, copy markups, change markup colors, and clear markups.



Maximum Map Size



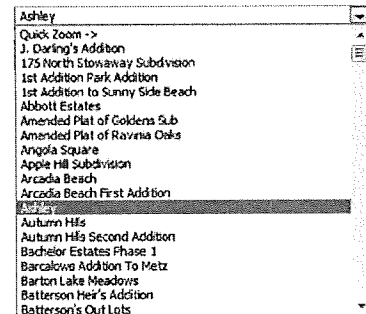
The **Beacon** map features collapsible information panels to maximize the view of your map on the screen. The map automatically adjusts to maximum view on mobile phone devices as well. This ensures optimal user experience in viewing and navigating your spatial data.

Measure

Every map needs measuring tools. **Beacon's** Measure tools allow the user to calculate a distance between 2 points and the find the area of a user defined polygon. Your linear measurements are labeled dynamically on the map, providing easier measurement of boundaries such as parcel dimensions. You may also draw a polygon to define an area on the map, and view its area measurement in your choice of unit types, such as acres, sq feet, sq miles, sq meters, sq kilometers or hectares. This is a great tool for doing quick measurements and is very intuitive to the public by providing onscreen results for their review.

Quick Zoom

With this addition, your **Beacon** site has the ability to quickly zoom to a variety of selected specified layer points. In the example to the right, the quick zoom tool has been setup to work with subdivisions. Users can quickly select an item from a drop down list and zoom to that feature with ease. By utilizing this tool, the time it takes to locate specific locations on the map is cut down significantly, making the user experience much more enhanced.



Zoom Tools

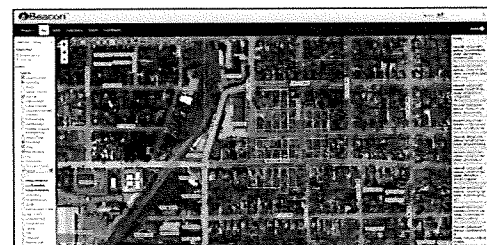


With any mapping tool the user will need the ability to look at the map closer and also from a distance. **Beacon** has a number of different ways that the user can navigate around the map with our zoom tools. You can use the interactive zoom in, zoom out, zoom to full extent, zoom to selection, zoom next, zoom previous, zoom to scale, pan, and scroll zoom; as well as your roller mouse to zoom in, zoom out, and pan the map.

Advanced features include measure (with options to toggle between feet, mile, meter, and kilometer); measure areas by square feet, square mile, square meter, square kilometer, and acre; buffer or select any layer by a distance in feet, miles, meters, or kilometers.

Mailing Labels/Spatial Selection

Some of our most popular tools are the spatial selection tools and the mailing label generator. These tools save hours of time with their ability to quickly identify features such as an owner that lives within a distance of a location and then automatically generates an address label. The spatial selection tool allows you to buffer or select any feature from another feature based on a user defined distance (feet, miles, meters, km). Once selected, the mailing label generator allows the users to export their search results list to a data file that can be used in software with mail merge capabilities, such as Microsoft Excel or mailing labels.

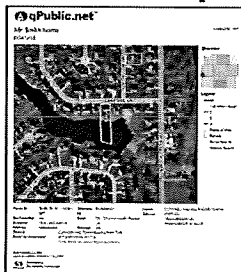


Sales Search

Sales Search allows users to search parcel sales records in **Beacon** based on multiple, various criteria such as, sale date range, sale price, square footage, acreage, year built, sale type, price per square foot, property type, qualified/unqualified sales, township, neighborhood, and how your community needs it. Sales Search also includes sales lists where the user can choose any past month from the current year, or previous years, and **Beacon** will generate a listing of all the sales records from that month selected. Users may then download the results of their Sales Search to an Excel (xls. or .csv) file. Sales Search also includes a Recent Sales in Area module to your parcel report pages within **Beacon**. User will search for recent sales relative to the location of a selected parcel, based on sales date range, distance, based on parcel group number, and neighborhood. All listings from the Sales Search can be easily seen highlighted on a map within **Beacon**. You can get further details of the highlighted parcel by simply clicking on them.



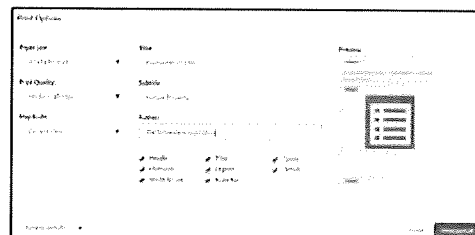
Print Setup



Something that the user expects is the ability to print their reports and maps. **Beacon's** print setup tools have had a lot of input from our clients and have been designed around their wishes to be able to set the print scale with custom tools for adding print title, subtitle, author; and the ability to turn on or off titles, headers, footers, overview maps, legend, scale bar, north arrow, details; and select paper size, print quality, scale; and the ability to save your settings and customize your own defaults.

Beacon users are able to customize their header and footer for printing on a

minimum of two page sizes (8"x 11½" or 11" x 17") of maps and the option of printing directly from the scale of the browser window; or be able to print a minimum of six specific scales and have an option to input their desired scale. You also have the option of printing in a minimum of three quality resolutions.



Reporting Tools

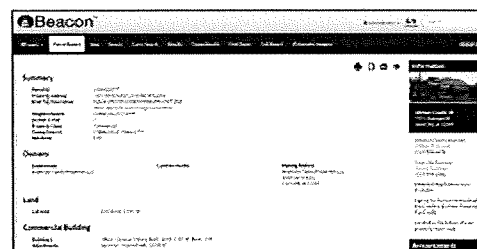
Additional Data Searches

Pulling permitting or plat information is a task that can take a lot of time out of your day. So why not make that information available in **Beacon**? With our additional data searches tool your **Beacon** site can house all of your digital records and allow users to perform in-depth searches on them. The searching capability can be integrated with the home page allowing your users to navigate from the main portal page directly into a specific search. By implementing this functionality, the time it takes to generate this information from your office will be greatly reduced, freeing up your time for other tasks.

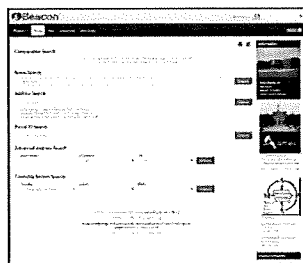


Additional Tabs

These are available so your organization can display additional information that can be organized within its own window or report. Does your organization have information that they would like to display online? Are there upcoming events or have you made some recent changes to the data provided and want a specific place to notify users and the public? In some instances, communities have more information to display than the announcements field allows. In other cases communities want to share links and news through **Beacon** due the high amount of traffic from the public users each day. For example, a "Metadata" tab that, when selected in reference to a parcel ID, opens a separate window and displays a PDF. By enabling this tool your organization can provide more information to both internal and external users in one convenient and easy to find place. Again, organizations are not limited to a certain type of tab. There are many unique options for your office to explore and display through **Beacon**.



Advanced Search Tool



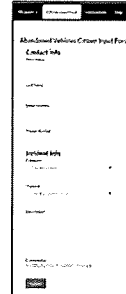
The advanced search makes searching as specific as possible and can help to greatly reduce the time needed to find the information you and your users are interested in. By utilizing this tool, your organization can create searches and search criteria that are unique and specific to your information available in **Beacon**. With this functionality, you can allow users to perform searches on neighborhoods, Section-Township-Range (STR), plats, Doing Business As (DBA), etc. If you have a specific layer or group of data that you would like to enable a search on, **Beacon** can help perform this search quickly.

Condo Support (Parent/Child Condominium Search)

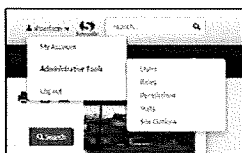
This optional tool is a component that allows constituents to prompt a work order request or file a notification directly from the **Beacon** map by selecting a location and completing a quick form. This component can also be used to initiate a permit filing process.

Custom Reports

With **Beacon** you are not limited to just the standard reports that are provided. If you and your organization have additional information in an accessible database that you would like to display on your report page, **Beacon** can retrieve it and make it available. Oftentimes, there may be information that your organization wants to reference online, but is not currently being displayed. By utilizing this functionality, you can now pull over a variety of information into **Beacon** and have it displayed in a well-organized, easy to read form. When pulling new report data over, like any other form of data, it will be given its own unique module. This allows users to locate the data quickly, as well as hide the module if they are not interested in viewing the information.



Administration Tools

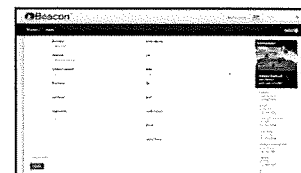


Administrative Tools

Looking at the upper right corner of **Beacon**, you will find our administration legend. The legend gives the ability to control any number of features within **Beacon**. The user has the ability to access Users, Roles, Permissions, Stats, and Site Options.

Users

This tool allows you to review and search through the database of users. From here you will be able to select a user and review their individual account, edit their role, check their start and end date, and any notes you may have made about that user.



Roles

In this area, the administrator assigns what data features, reports, and tools each user will be able to access. The user's role permissions are set in this area and can be reviewed and edited. When a user does not have permission to see a feature it will not appear on their screen. (This helps eliminate confusion and questions.)

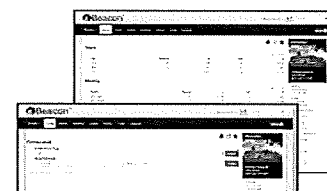


Permissions

Permissions provides the site administrator the ability to assign visibility to various GIS data layers, report attribute modules, and searching capabilities to various user roles. The interface is easy to navigate and understand; therefore, it is easy for local administrators to update and adjust permissions across the site with ease.

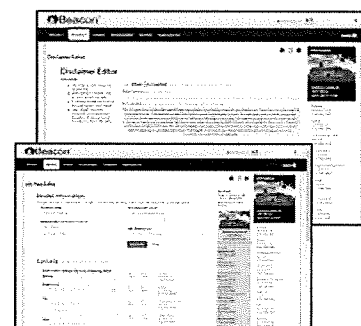
Stats

Statistics is a very powerful tool that tracks access, data trends, technology, and customizable timeframes. Stats are easily accessible and understandable for site administrators, while reinforce the stakeholder's commitment to their investment and provide transparency of the community resources.



Site Options

This allows site administrators to control the info pane on the right side of **Beacon**. It also controls who receives email notifications from the users who post a question or comment on **Beacon** using the feedback icon. This area typically hosts general community information such as elected official's names and contacts; however, you can place graphics, text, links or other resources here. The administrator can quickly edit and add information as needed. The site options tool also provides access to edit and update all data disclaimers and user policies for every report and layer in **Beacon**. Site options also allows for maintenance of site specific "home" tab information.



Training, Support, & Ongoing Development



As with any technology, support and training are a continuous process. As part of our services we offer training, as needed, for all of our **Beacon** clients and users at **no additional cost**. We also offer monthly online training classes that are open to anyone, including the public with our online training classes. Schneider Geospatial understands that the users need to understand the tools available to them and we actively promote and conduct training classes (at no additional fee to the communities) for the public and other users.

When you have a question or a problem you need answers now. We understand these needs and have developed a support network for you. As part of your system, we will provide your community with **unlimited technical support** that will allow you to contact us via our toll free support phone line or support email. This means that when questions or scenarios arise for anyone in your local government offices, they not only have access to your Project Manager – they have access to our Support Team.



We are committed to responding to your calls quickly and efficiently allowing you to stay productive. Our Support Team is staffed with both experienced technicians and consultants. This ensures your problems will be solved effectively.

Beacon Users' Forum

Schneider Geospatial is committed to providing excellence and making sure that we exceed our clients expectations. We value what our clients have to say and listen for ways to make their jobs easier and their employees more efficient. Because of this we have established a **Beacon** users' forum and advisory board.

See what our clients say about Support

Plymouth County, Iowa "Thanks a lot for all of your help. You guys are all so easy to work with and you are so prompt! We appreciate that!"

Crawford County, Indiana "The issue was resolved quickly and your support walked me through the steps to prove it. Awesome!"

Charles Mix County, South Dakota "Very helpful and explained what needed to be done so I could understand."

Yuma County, Colorado "Schneider Geospatial support remembered that we needed an update from our computer vendor so our sales would be listed on our website. I'm sure I will need reminded again next year! I appreciate support taking care of me so promptly! Thank you!"

Miami County, Kansas "I appreciate the immediate response and effort you made in helping us understand the problem and correcting it. Thank you for your continued good service."

Hosting Fees

Cost	
Hosting - Core	
Hosting - Map (Esri)	
Total Annual Cost:	\$7,020.00

Setup Fees

Cost	
Setup - Core	
Setup - Mailing Labels Generator	
Setup - Sales Search Tools	
Total Setup Cost:	\$13,248.00

Proposal valid for 60 days from delivery

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: Land Purchase

SUMMARY OF ITEM TO BE PRESENTED:

The ARPA committee forwarded a recommendation to the Finance and Appropriations to purchase a ½ acre parcel from the Cadillac First Church-Nazarene, located across from the Sheriff's Department.

RECOMMENDATION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the purchase of the ½ acre parcel in an amount not to exceed \$6,000.00, with payment to be made from ARPA funds.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: October 5, 2022
SUBJECT: AT&T Contract

SUMMARY OF ITEM TO BE PRESENTED:

Administration was notified that one of the County's Centrex Accounts is out of contract and it is a required account. Entering the service agreement will save the County roughly \$690/month.

RECOMMENDATION:

The Finance & Appropriations Committee forwards a recommendation to the full board to approve the presented 12 Month Service Agreement Extension for the Centrex Account 231-779-3148.



**UNIVERSAL EXTENSION – 5 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR AT&T ILEC CENTREX SERVICE
PROVIDED PURSUANT TO STANDARD TERMS**

CNUM# / ECATS# / AT&T Contract ID# of pre-existing Contract (**must be included**): 20210303-5362
Case Number# / SPP# (if applicable):
Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**): 2317793148557

Customer ("Customer")	AT&T ("AT&T")
WEXFORD COUNTY	AT&T means the applicable Service Provider identified in the Agreement

This amendment ("Amendment") modifies the parties' pre-existing Confirmation of Service Order, Letter of Election, Pricing Schedule or other service agreement referenced above ("Service Agreement") and is effective on the date on which the last party signs this Amendment ("Effective Date"). This Amendment extends the term for the existing Service Agreement ("Service Agreement Term"), and minimum term or commitment for each of the Services ("Minimum Payment Period"), regardless of how such terms are referred to in the Service Agreement, but only for the services set forth in Section 1 of this Amendment ("Services"). If any other services are covered by the Service Agreement, such services shall not be affected by this Amendment.

This Amendment is available to existing customers with an unexpired Service Agreement Term or with a Service Agreement Term which expired less than 6 months prior to the Effective Date of this Amendment. Where the Service Agreement term is **unexpired**, this Amendment extends the existing Service Agreement Term and Minimum Payment Period. Where the Service Agreement Term is **expired**, this Amendment establishes a new Service Agreement Term and Minimum Payment Period. This Amendment is not available to Customers who seek E-rate funding for the Services provided under the Service Agreement, as modified by this Amendment.

Except as expressly set forth below, all other terms and conditions of the Service Agreement (including any associated master agreement or Business Services Agreement) apply.

1. SERVICE

States	Service Name
Illinois, Michigan, Ohio, Wisconsin	Centrex Service
Indiana	Advanced Centrex Service

2. EXTENSION PERIOD

Service Agreement Term and Minimum Payment Period Extension	Additional 12 months following the existing Service Agreement Term, or, if Service Agreement Term is expired, the Effective Date of this Amendment
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3. EARLY TERMINATION CHARGES

Early Termination Charges do not apply if migrating to qualifying AT&T Service, as set forth in the applicable Service Publication.

4. CUSTOMER'S EXISTING SERVICE COMPONENTS, QUANTITIES AND RATES

The existing Services covered by this Amendment shall be the Service Components and quantities that were covered by the Customer's Service Agreement and were still in service as of the Effective Date of this Amendment, and the rates for such Services as specified in the Customer's Service Agreement will apply during the Service Agreement Term.

Rates in the Customer's Service Agreement for the Services identified in this section will be deemed to be applicable to such Services during the period, if any, between the expiration of the applicable Minimum Payment Period and the earlier of (i) the Effective Date of this Amendment or (ii) the date Customer's rates for the Services were increased to month-to-month Service Publication rates. No credit will be granted with respect to any Service Publication rates charged to Customer between the expiration of the applicable Minimum Payment Period and the Effective Date of this Amendment.

New system common blocks are not permitted under the Service Agreement, as modified by this Amendment.

**UNIVERSAL EXTENSION – 5 STATES
AMENDMENT TO SERVICE AGREEMENT
FOR AT&T ILEC CENTREX SERVICE
PROVIDED PURSUANT TO STANDARD TERMS**

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

October 5, 2022

J.11.

Wexford County Board of Commissioners

Amendments to the 2022 Budget

Adj #	Acct	Acct Description	Revenue	Expense
2022-10-01	573-000-800.00	Contracted Services	\$14,057.00	
	573-000-699.00	Fund Balance		(\$14,057.00)
Payment for the water connection and hook up for the two services at Cedar Creek, previous invoice was approved and paid for.				

Adj #	Acct	Acct Description	Revenue	Expense
2022-10-02	101-301-702.03	Perm. Employees		(\$25,134.00)
	101-301-957.00	Training		\$25,134.00

Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

Issued under authority of Public Act 225 of 1976; MCL 211.78m(8)(i)

The foreclosing governmental unit shall submit a written report to its board of commissioners and the state treasurer identifying any remaining balance and any contingent costs of title, environmental remediation, or other legal claims relating to foreclosed property as determined by the foreclosing governmental unit, not later than September 30 of the second calendar year after foreclosure.

Foreclosure Year	i	ii	iii	iv	v	vi	vii	viii	ix	x	xi	xii
REPORT DUE SEPT 30 TO BOARD OF COMMISSIONERS AND TREASURY 211.78m(8)(i)	Number of Parcels Ordered Foreclosed and Not Canceled or Redeemed	Sum of Minimum Bids for All Foreclosures Not Canceled or Redeemed	Number of Properties Sold to Govern- mental Agencies Under Right of First Refusal	Sum of Minimum Bids for all Govern- mental Agencies Under Right of First Refusal	Total amount paid for the govern- mental Agencies properties under Right of First Refusal	Total Number of Parcels Sold at Public Foreclosure Auctions	Sum of the Minimum Bids for Properties Sold at Public Foreclosure Auctions	Sum of Amounts Paid for Properties Sold at Public Foreclosure Auctions	Total Amount of All Taxes, Penalties and Interest, Fees and Costs on Properties Foreclosed and not Redeemed	Total Amount Paid for All Properties, Including Governmental Agencies and Public Foreclosure Auctions	Total Amount of Proceeds Paid to Claimants for All Properties (note 5% of Sale Amount Payable to FGU is Deducted Before Proceeds are Calculated)	Remaining Net Amount After Subtracting the Paid Claimant Proceeds Total (xi) From the Difference of Amounts Described in (x) and (ix)
County Name Wexford	23	\$ 57,767.81	3	\$ 9,502.27	\$ 58,521.85	20	\$ 48,265.54	\$ 378,554.77	\$ 62,024.39	\$ 437,076.62	\$ 267,360.14	\$ 107,692.09

I attest that I have completed the above information and any attachment data and have determined that the information reported is correct for the designated foreclosure sale year.

County Treasurer's Name Kristi Nottingham	Telephone Number (231) 779-9475
County Treasurer Signature <i>Kristi Nottingham</i>	Date 9-20-2022

You may send the Treasury copy to Treas-PTE@michigan.gov