

March 10, 2020

The regular meeting of the Otsego County Board of Commissioners was held in Room 100 of 225 West Main Street, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Ken Glasser, followed by the Pledge of Allegiance led by Randy Bishop.

Roll Call:

Present: Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser,
Doug Johnson, Ken Borton, Bruce Brown.

Excused: Julie Powers.

Absent: Paul Liss.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the Regular minutes of February 28, 2020 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve OCR 20-07 MERS Defined Benefit Adoption Agreement for Otsego County Library.

Roll Call Vote:

Ayes: Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton,
Bruce Brown.

Nays: None.

Excused: Julie Powers.

Absent: Paul Liss.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve OCR 20-08 MERS Defined Contribution Plan for Otsego County Library.

Roll Call Vote:

Ayes: Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton,
Bruce Brown.

Nays: None.

Excused: Julie Powers.

Absent: Paul Liss.

Motion carried/Resolution adopted. (see attached)

Special Presentations:

Randy Bishop addressed the Board regarding Second Amendment Sanctuary.

Discussion was held by the public regarding Second Amendment Sanctuary.

Motion by Commissioner Ken Glasser, second by Commissioner Rob Pallarito, to approve OCR 20-09 Declaring Otsego County to be a Second Amendment Sanctuary County. A motion to amend above motion by Commissioner Ken Glasser to correct the word "forearms" to "firearms" on the second page, second to last paragraph. Seconded by Commissioner Rob Pallarito. Vote on Amendment-Unanimous.

Roll Call Vote:

Ayes: Henry Mason, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: Duane Switalski.

Excused: Julie Powers.

Absent: Paul Liss.

Motion carried/Resolution adopted as amended. (see attached)

Department Head Report:

Matt Barresi reported on Otsego County's Gaylord Regional Airport; 2019 completed 10 successful years of wings over Northern Michigan Airshow; received the 2019 Chamber of Commerce you made it happen award; 2019 Alpenfest honored industry; 17 County owned hangars; building a 60 x 80 hangar; 7 airport assisted Emergency Medical flights in the first 3 months of 2020; 5th year for the Veterans Coffee, welcomes between 60 and 80 attendees each month; Proposed aviation park to create tactile learning in young people and possibly STEM projects.

Committee Reports: None.

Administrator's Report:

Rachel Frisch reported Mel Maier organized a front porch forum that was held on 2-19-20 bringing together other finance directors, 10 in attendance, going to hold them quarterly; MAC Conference is April 15th-April 17th.

City Liaison, Township & Village Representative:

Commissioner Henry Mason reported on the City Council meeting, selected members for the Ad Hoc committee for marijuana establishments.

Correspondence: None.

New Business:

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the March 3, 2020 Warrant in the amount of \$148,199.94 and two voided checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Duane Switalski, to approve the March 10, 2020 Warrant in the amount of \$447,849.36 and one voided check. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito toured the AIS Construction facility, partnered with the school to work on heavy equipment.

Commissioner Ken Glasser attended NEMSCA meeting, received the audit positive outcome; attended Bagley Township meeting, Mary Yager has been appointed Trustee and Celeste Szymanski has been appointed Treasurer; Ausable River Board meeting.

Commissioner Bruce Brown had no report.

Commissioner Duane Switalski attended the Health Department meeting, audit received good audit; Johannesburg fireworks will be on July 4th.

Commissioner Henry Mason discussed jail program ideas.

Commissioner Doug Johnson had no report.

Commissioner Ken Borton attended the NACO Conference, great conference; reminded everyone to vote today.

Meeting adjourned at 10:45 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

Defined Benefit Plan Adoption Agreement



1184 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersretirement.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System 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 Otsego Co Library Municipality #: 6902

If new to MERS, please provide your municipality's fiscal year: Month through 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):

- All prior service from date of hire
Prior service proportional to assets transferred; all service used for vesting
Prior service and vesting service proportional to assets transferred
No prior service but grant vesting credit
No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an amendment of an existing Adoption Agreement (Defined Benefit division number _____), the effective date shall be the first day of _____, 20__. Please note: You only need to mark changes to your plan throughout the remainder of this Agreement.

C. If this is a temporary benefit that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____. Please note: You only need to mark changes to your plan throughout the remainder of this Agreement.

D. If this is to separate employees from an existing Defined Benefit division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. If this is to merge division(s) 70 into division(s) 07, the effective date shall be the first of April, 2020.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

All Library Employees

(Name of Defined Benefit division - e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

These employees are (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

To receive one month of service credit (check one):

An employee shall work 10 _____ hour days.

An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

Probationary Periods are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be 12 month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I _____

_____ (Name)
_____ (Title) waive the right for a presentation of the results.

Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) ² _____ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

Termination Final Average Compensation (calculated over the members entire wage history)

Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) ⁵ _____ years

4. Vesting (5 -10 yrs, increments of 1 yr) ¹⁰ _____ years

5. Normal Retirement Age will be the later of: _____ (any age from 60-70), or the vesting provision selected above (#4).

6. Required employee contribution (Max 10%, increments of 0.01%) ⁰ _____ %

7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: _____

Excluded: lump sum payments of accrued vacation and personal time

Base wages only.

If any items should be included, specify here:

Included: _____

Medicare taxable wages as reported on W2.

Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

Defined Benefit Plan Adoption Agreement

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the employee's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
 - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
 - Interest rate for employee contributions as determined by the Retirement Board, or
 - MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date	<input type="checkbox"/> Future retirees who retire after effective date
<input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____	
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

Defined Benefit Plan Adoption Agreement

11. Service Credit Purchase Estimates are:

- Not permitted
- Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit 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 Defined Benefit 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 the new 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 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 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. 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.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

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

The foregoing Adoption Agreement is hereby approved by Otsego County Library on
the 17th day of March, 2020.
(Name of Approving Employer)

Authorized signature: Liane R. Youngerdyke
Title: President, Otsego County Library Board of Trustees

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

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

**Resolution Adopting the MERS
Defined Contribution Plan**



1184 Municipal Way, Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711
www.michiganmunicipal.org

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

WHEREAS, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

On behalf of the participating entity, the governing body of
 Otsego County Library adopts the MERS Defined
Contribution Plan in accordance with Plan Section 4 for its eligible employees as described
in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan
Document and as authorized by 1996 PA 220, as both may be amended;

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality;

Dated: February 18, 2020 . *Diane YoungeDyke*
(Signature of Authorized Official)

Printed name: Diane YoungeDyke, President, Library Board of Trustees
(Authorized Official - printed)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

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

Dated: _____, 20____ . _____
(Signature of Authorized MERS Representative)

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmichigan.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name Otsego County - Library Municipality #: 6902-02

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 March 1, 2020.

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 # 07 & 70 and/or current Hybrid 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 hybrid) employees (select one of the following and see Plan Document, Section 64 for more information):

Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete MERS Defined Contribution Conversion Addendum.)

Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution 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 Defined Contribution for future service accrual. Only division 07 is freezing to DC. Division 70 is not freezing to DC, only new hires of division 70 will go to DC.

** By completing the section above, the Employer acknowledges receiving Projection Study 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 (existing division number _____), the effective date shall be the first day of _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. If this is to separate employees from an existing Defined Contribution division (existing division number(s) _____) into a new 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__.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

All full-time status employees

(Name of Defined Contribution division – e.g. All Full Time Employees, or General After 7/01/13)

To further define eligibility, (check all that apply):

- Probationary periods are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be excluded from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement. The temporary exclusion period will be 12 month(s).

MERS Defined Contribution Plan Adoption Agreement

IV. Provisions

1. Vesting (Check one):

- Immediate
- Cliff Vesting (fully vested after below number years of service)
 1 year 2 years 3 years 4 years 5 years
- Graded Vesting
____ % after 1 year of service
____ % after 2 years of service
25 % after 3 years of service (min 25%)
50 % after 4 years of service (min 50%)
75 % after 5 years of service (min 75%)
100 % after 6 years of service (min 100%)

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.
- Hours reported method – Employees will be credited with one vesting year for each calendar year in which ____ hours are worked

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 Retirement Age (presumed to be age 60 unless otherwise specified) 62

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

- a. Will be remitted according to Employer's payroll withholding which represents the actual period amounts are withheld from employee paychecks, or within the month during which amounts are withheld (check one):
- Weekly
- BI-Weekly (every other week)
- Semi-Monthly (twice each month)
- Monthly
- Other (must specify) _____
- b. Required Employee Contribution Structure to DC (subject to Internal Revenue Code 415(c) limitations). Select one:
- Employees are required to contribute per payroll period, the percentage ____% OR flat dollar amount \$ _____
- Employees are required to contribute within the following range for each payroll:
Percentage range from 0 % to 3 % OR
dollar amount range \$ _____ to \$ _____
- Direct Required Employee Contributions pre-tax

MERS Defined Contribution Plan Adoption Agreement

c. **Employer Contributions:**

Non-Matching Contributions

The Employer hereby elects to make contributions to the Program without regard to an employee's contribution to the Program. The Employer elects the following contribution formula (check one):

Annual Contributions: A one-time annual contribution of \$ _____ OR _____% of compensation per employee.

\$ _____ or 3-5 % of compensation per employee for each payroll period. (see **non-matching contribution addendum**)

Matching Contributions

The Participating Employer may make matching contributions and/or non-matching contributions into the Defined Contribution plan based on an employee's voluntary election as outlined in the *Matching Employer Contribution Addendum (MD-073)*.

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

3. **Compensation**

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

All income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals (Note: this definition aligns to MERS' 457 definition of compensation)

Medicare taxable wages reported in Box 5 of Form W-2

Base wages, to which any of the following may be included:

Longevity pay

Overtime pay

Shift differentials

Pay for periods of absence from work by reason of vacation, holiday, and sickness

Workers' compensation weekly benefits (if reported and are higher than regular earnings)

A member's pre-tax contributions to a plan established under Section 125 of the IRC

Transcript fees paid to a court reporter

A taxable car allowance

Short term or long term disability payments

Payments for achievement of established annual (or similar period) performance goals

Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

Lump sum payments attributable to the member's personal service rendered during the FAC period

Other: _____

Other 2: _____

NOTE: For purposes of applying the Internal Revenue Code Section 415(c) limits on annual additions, compensation shall be defined as required under that law.

MERS Defined Contribution Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.
5. **Rollovers** from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution 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 Defined Contribution 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 the new 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.
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. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* 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.
6. 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 MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

MERS Defined Contribution Plan Adoption Agreement

VIII. Execution

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

The foregoing Adoption Agreement is hereby approved by Otsego County Library on
the 18th day of February, 2020.
(Name of Approving Employer)

Authorized signature: *Miane R. Youngerdyke*
Title: President, Library Board of Trustees

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

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

MERS Defined Contribution Loan Addendum



1134 Municipal Way, Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.michiganmunicipal.com

I. Loan Reference

This loan addendum is for the Full-Time Status employees of the
(Eligible Employees)
Otsego County Library which modifies the Defined Contribution Plan Adoption
(Employer)
Agreement effective 03/01/2020 (Adoption Date) with respect to current participants in MERS.
(MM/DD/YYYY)

The Employer offers the following retirement plans (e.g., 457, 401a, 403(b) plans, etc.) to its employees in addition to the MERS Defined Contribution Plan: 457 plan
 None

If the Employer has other plans listed above, the Employer agrees to coordinate the application of the maximum loan limits among the MERS Defined Contribution Benefit Plan and any other retirement plans which the Employer may sponsor. The Employer hereby acknowledges that MERS is not able to perform such coordination and accepts the delegation of this responsibility.

The Employer agrees to report to MERS within 1 month any of the following events relating to a participant with an outstanding loan: death, disability, unpaid leave of absence, military leave, change to a part-time position, termination of employment, or any other circumstances which the Employer has reason to believe will impact the repayment of the outstanding loan.

II. Loan Procedures

1. **Availability.** Any participant who is an active employee may apply to the Employer, or its designee, for a loan from the employee's account balance in the Plan. Loans will be available to all such participants on a uniform and nondiscriminatory basis upon submission of the required loan application forms. All loans are subject to the approval of the Employer and MERS, or its designee.
2. **Purpose.** A general purpose loan may be obtained for any purpose.
3. **Restrictions on Availability.** A participant may not have more than two (2) outstanding loan(s) at any one time.
4. **Frequency.** A participant may not apply for a loan any more frequently than once per a rolling 12-month period.
5. **Minimum Amount.** The minimum loan amount is One Thousand Dollars (\$1,000.00).

MERS Defined Contribution Loan Addendum

6. Maximum Amount

The maximum amount for all outstanding loans to the participant from the Plan and all other plans participated in is the lesser of:

- (a) Fifty Thousand Dollars (\$50,000.00), reduced by the highest outstanding balance of loans from all the plans in which the participant participates during the one (1) year period ending on the day before the date on which the loan is to be made; or
- (b) One-half (1/2) of the sum of the vested account balance, reduced by the participant's current outstanding balance of all loans from all plans of the participant for that participant, determined as of the loan application date.

The maximum amount will also be reduced by the amount of any existing loan balance (including accrued interest).

7. Domestic Relations Orders

No loans will be made during a period when MERS, or its designee, is determining whether a domestic relations order affecting the participant's accounts is an "eligible domestic relations order" as defined by the Eligible Domestic Relations Order Act, MCL 38.1701, *et seq.*

8. Interest Rate

- (a) The interest rate to be charged on a loan will be the prime interest rate (as reported by the Wall Street Journal or any successor thereto) plus two percent (2.00%) and is fixed for the life of the loan. The interest rate will be the established rate in effect on the date the loan application becomes effective and is approved by MERS.
- (b) Interest payments on the loans by participants are not deductible for tax purposes.

9. Term

- (a) The term of the loan must extend for at least one (1) year from the date of the loan but must not exceed five (5) years.
- (b) The term of the loan will end prior to the end of the applicable period and the outstanding balance (principal and accrued interest) will become immediately due and payable on the earlier of:
 - (1) in the case of a participant who becomes eligible for a plan distribution (other than an in-service distribution beginning at age 70½) which begins after the beginning date of the loan, the date such distribution begins;
 - (2) the date of distribution or separation of (1) the participant's accounts pursuant to an eligible domestic relations order, or (2) any portion of the accounts which causes the remaining portion of the accounts to be less than the security interest established at the time of inception of the loan;
 - (3) the date of termination of employment of the participant as provided in paragraph 15; or
 - (4) the date of a default on the loan as provided in paragraph 16.
- (c) The term of the loan shall not exceed a period which would cause the payment to be less than Five Dollars (\$5.00) per week.
- (d) Loans may not be refinanced for any reason.

MERS Defined Contribution Loan Addendum

10. Repayment

- (a) Each loan must be repaid in substantially equal installments, with payments not less frequently than each payroll period beginning as specified in loan document but no later than 30 days from receipt of payment.
- (b) The participant must authorize repayment of the principal and interest of each loan to be made by regular payroll deduction payments and reported to MERS according to reporting cycle selected in Adoption Agreement. If the scheduled repayment amount is greater than the participant's payroll, the participant must make payment in full for any remaining repayment amount not collected through payroll deduction by delivering to the Employer or its designee, a check or other negotiable instrument (not cash) payable to the Employer.
- (c) Repayments will be reallocated to the participant's account according to the investment election made by the participant, and in effect at the time the payment is processed to the participant's account.

11. Unpaid Leave of Absence

During the term of a loan, if a participant takes an approved leave of absence without pay, the participant may choose to suspend regular loan payments for up to one year during such unpaid leave of absence. Suspension of payments will not cause the term of the loan to be extended beyond its original term, and such suspended payments (and accrued interest) will become due and payable at the end of the original loan term in one lump sum payment. If a participant on a leave of absence without pay chooses to continue regular payments during such unpaid leave of absence, payments may be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer, or its designee.

12. Military Service

As permitted under Code Section 414(u), if a participant with an outstanding plan loan takes a leave of absence for a period of military service; such participant may elect to suspend regular loan payments during such period of military service, regardless of the duration of such service. Upon completion of such military service, the participant must resume making loan repayments in an amount which is not less than the original repayment amount, and in installments which are not less frequent than the frequency required under the terms of the original loan. The loan must be repaid in full (including interest that accrues during the period of military service at a rate not to exceed 6% compounded annually) by no later than the date of the original loan plus the period of military service. Any balance due and payable at the end of the adjusted loan term must be paid in one lump sum payment. Such lump sum payments may be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer, or its designee.

13. Prepayments

The participant may repay, without penalty, the entire outstanding principal balance of the loan and accrued interest to date of repayment. Prepayments should be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer or its designee, who shall report the payment to MERS.

MERS Defined Contribution Loan Addendum

14. Loan Processing Fees

Any loan processing fee charged by MERS will be paid by the participant. Following loan issuance, MERS will deduct an initial processing fee of One Hundred and Fifty Dollars (\$150.00) from the participant's remaining vested account balance. MERS reserves the right to charge an annual maintenance fee.

15. Termination of Employment

(a) The entire amount outstanding on the participant's loan will be due and payable on the date of the participant's termination of employment. The date a participant terminates employment is the date on which the participant quits, retires, is discharged, or dies. If the loan is not paid in full at termination, default will occur and paragraph 16 applies.

(b) No distributions to a participant (other than in-service withdrawals, as limited under paragraph 18(b)) will be made prior to repayment of all outstanding loans, including interest, costs, and expenses due thereon regardless of termination of employment. If there is a distributable event with respect to the participant, the accounts of the participant will be applied against any outstanding loans to the extent necessary to fully repay the same as provided in paragraph 17.

16. Defaults and Remedies

(a) The Plan, or its designee, may declare a default on a loan as of the last day of the quarter following the quarter in which either of the following occurs:

- (1) the participant fails to make a payment (other than due to an unpaid leave of absence as provided in Item 11 or military service as provided in Item 12 of these Loan Procedures); or
- (2) MERS, or its designee, in good faith deems the Benefit Program DC insecure with respect to the repayment of the loan and notifies the participant of this deemed insecurity.

(b) If a default occurs prior to a distributable event, the defaulted loan amount will be a taxable "deemed" distribution. When the participant is later eligible for a distribution, the amount distributed will be net of the loan balance, adjusted for interest. This "offset" at the time of distribution is not taxable.

(c) When a default occurs simultaneously with a distributable event, the defaulted loan balance will be treated as part of the actual taxable distribution.

(d) A participant will not be eligible to receive any subsequent loans if the participant has ever defaulted on a plan loan.

17. Source of Loan Funds

Any loan to a participant will be considered a separate asset of the trust fund segregated for the benefit of such participant. The loan proceeds will come from the fund or funds of the participant in which the vested accumulated balance is invested on a pro-rata basis.

MERS Defined Contribution Loan Addendum

18. Security

- (a) The participant must pledge his or her remaining vested account balance as the security interest for the loan, which will be reduced by the amount of loan plus any accrued interest should the loan be defaulted.
- (b) The unpaid portion of the loan is not available for the participant in-service withdrawals.
- (c) No loans will be permitted to a participant who has previously defaulted on a loan.

19. Loan Application and Processing

- (a) Loan applications may be made by completing the required forms obtained from the Employer or its designee, and submitting them to the Employer or its designee.
- (b) All loans will be subject to approval by the Employer or its designee. The Employer, or its designee, will designate the individual or individuals authorized to approve loans.
- (c) If a loan application is approved, the Employer, or its designee, will forward the approved application materials to MERS. The amount of the loan will be issued to the participant as soon as administratively feasible after the completed application is submitted to MERS and MERS determines that the participant is eligible for the requested loan.
- (d) If a loan application is denied, the Employer, or its designee, will notify the participant in writing.

III. Enforcement

In the event a filing under the IRS Employee Plans Compliance Resolution System becomes necessary with respect to a loan, the filing may, at MERS' discretion, be managed by MERS; however, the Employer shall be responsible for paying all costs and fees associated with such filing, including legal fees.

**MERS Defined Contribution
Matching Employer Contribution Addendum**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 | www.mersretirement.com

This is an Addendum to the Adoption Agreement completed by Otsego County Library
Name of Participating Employer

for Full-time status employees of 07
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer matching contributions to the Program.

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 contribution for MERS Defined Contribution.

The Participating Employer elects to make employer matching contributions as follows:

The Participating Employer shall make employer matching contributions based on the Employee election(s) indicated above using the following matching contribution formula (check and complete Percentage or Flat Dollar):

- Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute 100 % 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 \$ _____ per payroll period.

Optional: The Participating Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Participating Employer elects the following cap on its matching contribution (check and complete one of the below):

- Flat Dollar Cap:** In no event will matching contributions made on behalf of an Employee exceed \$ _____ per _____ (pay period / year / etc.)
- Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of an Employee exceed 3 % of the Employee's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of Employees' Income).

Employer contributes 0-3%, employer will match up to 3%

MERS Defined Contribution Plan Adoption Agreement

Employer Non-Matching Contributions

The Employer hereby elects to make contributions to the Program without regard to an employee's contribution to the Program. The Employer elects the following contribution formula:

3% of compensation per full-time status employee (except Library Director) for each payroll period;

5% of compensation for the Library Director for each payroll period.

*Mariane R. Youngerdyke
Otsego County Library President
February 18, 2020*

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 10th day of March, 2020 beginning at 9:30 a.m.

PRESENT:

ABSENT:

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 20-09
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 10, 2020

DECLARING OTSEGO COUNTY TO BE A SECOND AMENDMENT
SANCTUARY COUNTY

WHEREAS, Otsego County provides for the safety, preserves the health, promotes the prosperity and improves the morals, order, comfort and convenience of its county or its inhabitants; and,

WHEREAS, the Board of Commissioners has the duty and authority "to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, the Supreme Court in the District of Columbia v. Heller, 554 U.S. 570 (2008), decision affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purpose, such as self-defense within the home; and,

WHEREAS, the Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the States; and,

WHEREAS, the Supreme Court, in United States v. Miller, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the **Second Amendment**; and,

WHEREAS, Article I, Section 6 of the Constitution of Michigan provides that "every person has a right to keep and bear arms for the defense of himself and the State" and,

WHEREAS, it is the desire of the Otsego County Board of Commissioners to declare its support of the Second Amendment to the United States Constitution and the Michigan Constitution protecting citizens inalienable and individual rights to keep and bear arms, and,

WHEREAS, the members of the Otsego County Board of Commissioners took an oath to support and defend the United States Constitution, the Constitution of the State of Michigan and the laws of the State of Michigan (insofar as they are constitutional); and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Otsego, Michigan and people of Otsego County, Michigan to stand and defend their rights and liberties, which are guaranteed by the United States and Michigan Constitution, we hereby declare this Resolution as follows;

Second Amendment Preservation Resolution Designating Otsego County a **Second Amendment "Sanctuary County"**

BE IT FURTHER RESOLVED THAT THIS Board affirms its Support of the duly elected Sheriff of Otsego County, Michigan in the exercise of his sound discretion and affirms its resolve to support decisions by our Sheriff to not enforce and unconstitutionally firearms law against any citizen.

BE IT FURTHER RESOLVED that this Board will not authorize or appropriate government funds, resources, employees, agencies, contractors, buildings, detention centers, or officers for the purpose of enforcing laws that unconstitutionally infringes on the right of the people to keep and bear arms.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
 §
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 10th day of March, 2020, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

DATED: _____, 2020