

Resolution Adopting the MERS Defined Contribution Plan



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

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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
Village of Ontonagon _____ 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: March 22, 2021.

Kori Weisinger
(Signature of Authorized Official)

Printed name: Kori Weisinger

(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



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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 Village of Ontonagon **Municipality #:** 6603

Division name Interim Village Manager

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

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 April 1st, 2021.

☐ 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 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.

** 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.

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

Note: Closing this Defined Benefit or Hybrid 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

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below.

This Division includes **public safety employees**: ☐ Yes ☒ No

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 checked="" type="checkbox"/>	<input type="checkbox"/>
Part-Time Employees: Those who regularly work fewer than _____ per _____.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Voter-Elected Officials	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Appointed Officials: An official appointed to a voter-elected office.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contract Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other : _____	<input type="checkbox"/>	<input type="checkbox"/>	
Other 2: _____	<input type="checkbox"/>	<input type="checkbox"/>	

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Probationary Periods (select one):

- ☐ Contributions 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, contributions will not be reported and service toward vesting will begin when probationary period has ended.

The probationary period will be _____ month(s).

Comments:

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

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

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 Contribution as applicable.

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2. Definition of Compensation

The Definition of Compensation is used to determine participant and employer contributions.

Wages are strongly recommended to be reported with regular wage/contribution reports to MERS.

Contributions cannot exceed IRS limitations.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	<input type="checkbox"/> Base Wages	<input checked="" type="checkbox"/> Box 1 Wages	<input type="checkbox"/> Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments (most common below; list is not inclusive of all types) PTO payouts Longevity Bonuses Merit pay Job certifications Payment for education Moving expenses Sick payouts Hazard pay Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

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SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☐ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☐ Salary or hourly wage X hours

☐ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ On-call pay

☐ Other: _____

Other Wages apply: YES ☐ NO ☐

☐ Shift differentials

☐ Overtime

☐ Severance issued over time (weekly/bi-weekly)

☐ Other: _____

Lump Sum Payments apply: YES ☐ NO ☐

☐ PTO payouts

☐ Longevity

☐ Bonuses

☐ Merit pay

☐ Job certifications

☐ Payment for education

☐ Moving expenses

☐ Sick payouts

☐ Severance (if issued as lump sum)

☐ Other: _____

Taxable Payments apply: YES ☐ NO ☐

☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Personal use of a company car

☐ Car allowance

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐

☐ Gun, tools, equipment, uniform

☐ Phone

☐ Fitness

☐ Mileage reimbursement

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐

☐ 457 employee and employer contributions

☐ 125 cafeteria plan, FSAs and HSAs

☐ IRA contributions

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐

☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Short- or Long-term disability premiums

☐ Group term or whole life insurance < \$50,000

☐ Other: _____

Mandatory Contributions apply: YES ☐ NO ☐

☐ Defined Contribution employee contributions

☐ MERS Health Care Savings Program employee contributions

☐ Other: _____

Taxable Fringe Benefits apply: YES ☐ NO ☐

☐ Clothing reimbursement

☐ Stipends for health insurance opt out payments

☐ Group term life insurance > \$50,000

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐

☐ Workers compensation settlement payments

☐ Other: _____

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4. Forfeiture

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 any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

5. Vesting

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

Vesting schedule will be (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 (the % of vesting acquired after employment for the designated number of years)
- _____ % after 1 year of service
- _____ % after 2 years of service
- _____ % after 3 years of service (min 25%)
- _____ % after 4 years of service (min 50%)
- _____ % after 5 years of service (min 75%)
- _____ % after 6 years of service (min 100%)

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) ⁶⁰_____

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.

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6. 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. **Employer Contributions**
Required Employee Contributions and Employer 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.

7. **Loans:** ☐ shall be permitted ☒ shall not be permitted
If Loans are elected, please refer to the Defined Contribution & 457 Loan Addendum.

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

III. 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.

IV. 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.

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V. 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.

VI. Execution

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

The foregoing Adoption Agreement is hereby approved by Village of Ontonagon on
the 22nd day of March, 2021. (Name of Approving Employer)

Authorized signature: Koo Weiseng
Title: Clerk/Treasurer

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

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This is an Addendum to the Adoption Agreement completed by Village of Ontonagon
Name of Participating Employer
for Interim Village Manager of _____
Employee Group Division Code

The Addendum modifies the Defined Contribution (or DC portion of Hybrid) Adoption Agreement and provides for the contribution structure as defined by the employer. Contributions may not exceed IRS maximums for employee and employer contributions combined.

Contribution Structure – Employers determine the contribution structure for the plan and options include:

- Establish a “range” of employee contributions. This allows new hires to make a one-time election within that range. Note: If a range is selected, employees cannot change their contribution rate after initial election is made according to the Internal Revenue Service 415(c). For example: *Employees may select a percentage between 1-5%.*
- A required contribution amount that applies to all employees in the division. For example: *All employees contribute 5% as a pre-tax contribution.*
- A matching or capped employer contribution. This allows the employer to “match” a specific percentage or dollar amount based on the individual employees’ one-time election into Defined Contribution (or DC of Hybrid) or, the individuals’ voluntary contribution into an established 457 plan. The employers’ contribution may be capped after a specific percentage or dollar amount. For example: *Employees contribute 1-5% and the employer will contribute a “matching” 1-5%. An example of a flat dollar: The employer will match contributions up to \$1,000 per year.*
 - Employer contributions are subjected to vesting.
 - Employer contributions may fluctuate based on the individual's one-time election into the defined contribution (or DC portion of Hybrid) or based on an individual's voluntary contribution into their 457.
 - Employer contributions are considered for purposes of IRS maximums.

Employee Contribution	Employer Contribution
Employees are required to contribute the following percentage or dollar amount (if multiple contribution options are available, use the grid to insert accordingly):	<input checked="" type="checkbox"/> Employer contributions will remain the same regardless of employee contribution (if a matching structure is desired, use the grid below to insert that matching structure accordingly):
5 % or \$ _____	5 % or \$ _____
____ % or \$ _____	____ % or \$ _____
____ % or \$ _____	____ % or \$ _____
____ % or \$ _____	____ % or \$ _____
____ % or \$ _____	____ % or \$ _____
____ % or \$ _____	____ % or \$ _____

☒ Direct employee contributions pre-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 contribution for MERS Defined Contribution.

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

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

☐ A. **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 _____.
(pay period / year / etc.)
- ☐ **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).

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