

Finance Committee Agenda

9/13/2022
1:30 PM
Conf Rm F

Meeting called by: Ray Steinke **Note taker:** Paul Bullock

Attendees: Bill Routley, Jerri Strong, Marilyn Bradstrom, Mindy Taylor

----- Agenda Topics -----

Call To Order

Public Comment

National Opioid Settlement Administrator

Probate Judge Salary Increase October 1st Administrator

Animal Shelter Contract October 1st renewal Administrator

Empower 457 Plan Changes Administrator

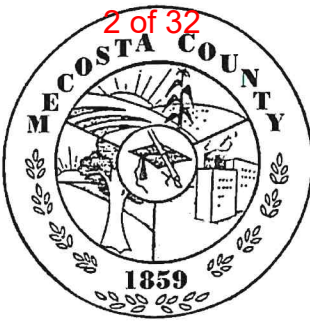
Housing Funds/Return to State Administrator

Commissioner Per Diem and Travel

Listed Bills

Other Business

Adjournment



COUNTY OF MECOSTA
BOARD OF COMMISSIONERS
400 ELM STREET, BIG RAPIDS, MI 49307
Phone (231) 796-2505 Fax (231) 592-0121
www.mecostacounty.org

Marilynn Bradstrom
District #1

Jerrilynn Strong
District #2

Linda Howard
District #3

Raymond Steinke
District #4

Tom O'Neil
District #5

Wendy Nystrom
District #6

William Routley
District #7

Paul E. Bullock
Controller/Administrator

To: Finance Committee

From: Paul Bullock, County Administrator

Date: September 13, 2022

Re: Agenda Items

- **National Opioid Settlement:** Attached please find a notice from the Directing Administrator for the Settlement. The Mecosta County year 1 distribution is anticipated to be \$13,829.78. The notice advised the Authorized Official, the County Administrator, to create a profile and enter payment information. I created the profile and am requesting permission to finalize the payment election form and submit it to the Directing Administrator to allow for the year 1 payment to Mecosta County to be made.

- **Probate Judges Salary Increase:** The State has advised us that the Judges salaries are being increased by 5% effective October 1, 2022. The only effect on our budget is a requirement to increase the Probate Judges approved salary to \$162,334.49 for calendar year 2022. I am requesting permission to amend the salary schedule to reflect the change.

- **Animal Shelter Agreement:** The current 5-year animal shelter agreement expires October 1, 2022. The agreement was for a flat rate of \$70,000/year. Ms. Taylor and I met with Cate Arroe of ARC and I am bringing you a request for an increase to a flat rate of \$80,000 for the next five years. This would constitute an average increase of 2.7%/year for the last five years, from the \$70,000.

- **Deferred Compensation Plan Amendment:** Attached please find a FAQ and CARES Interim Amendment to address certain amendments that are/were required under the CARES Act of 2020. I am requesting permission as your authorized representative to sign the amendments electronically.

- **Housing Rehab Funds/Return to State:** I am requesting permission to return a total of \$39,234.90 in unexpended program income to the MEDC, pursuant to state law. The BR Housing Commission was able to use \$8,600 on an emergency rehab.

Finance Committee Minutes

9/13/2022

1:30 PM

Conf Rm F

Meeting called by: Ray Steinke **Note taker:** Paul Bullock
Attendees: Jerri Strong, Marilyn Bradstrom

----- Agenda Topics -----

Call To Order 1:30 PM

Public Comment NONE

National Opioid Settlement Administrator

Discussion: The Committee reviewed a notice from the Directing Administrator for the Settlement. The Mecosta County year 1 distribution is anticipated to be \$13,829.78. The notice advised the Authorized Official, the County Administrator, to create a profile and enter payment information.

Conclusions: **The Committee will recommend to the Board that the Administrator be granted permission to finalize the payment election form and submit it to the Directing Administrator to allow for the year 1 payment to Mecosta County to be made.**

Probate Judge Salary Increase October 1st Administrator

Discussion: The Committee reviewed a memo from the State advising that the Judges salaries are being increased by 5% effective October 1, 2022. This triggers an increase to the Probate Judges approved salary to \$162,334.49 for calendar year 2022. I am requesting permission to amend the salary schedule to reflect the change.

Conclusions: **The Committee will recommend to the Board that the salary schedule be amended to reflect the change.**

Action items:

Amend the Budget

Person responsible:

Finance Officer

Deadline:

Animal Shelter Contract October 1st renewal Administrator

Discussion: The Committee reviewed the expiring 5-year animal shelter agreement. The agreement was for a flat rate of \$70,000/year.

Conclusions: **The Committee will recommend to the Board that a new 5 year contract be offered for \$80,000/year.**

Empower 457 Plan Changes Administrator

Discussion: The Committee reviewed a FAQ and CARES Interim Amendment to address certain amendments that are/were required under the CARES Act of 2020.

Conclusions: **The Committee will recommend to the Board that the Administrator be authorized to sign the amendments electronically as the authorized representative.**

Housing Funds/Return to State	Administrator
Discussion: The Committee reviewed a request for permission to return a total of \$39,234.90 in unexpended program income to the MEDC, pursuant to state law for July 2021-June 2022.. The BR Housing Commission was able to use \$8,600 on an emergency rehab.	
Conclusions: The Committee will recommend to the Board that the return of the funds be approved in the amount of \$39,234.90.	
Commissioner Per Diem and Travel	
Discussion: The Committee reviewed and approved all Commissioner per diem and travel.	
Listed Bills	
Discussion: The Committee reviewed all bills	
Conclusions: The Committee will recommend that all bills be paid.	
Other Business	
Discussion: Randy Thelen of the Right Place discussed ongoing economic development projects in the region.	
Adjournment	2:45 PM

Paul Bullock

From: DirectingAdministrator@NationalOpioidOfficialSettlement.com
Sent: Wednesday, September 7, 2022 4:48 PM
To: Paul Bullock
Cc: acaldeyro@browngreer.com;
DirectingAdministrator@NationalOpioidOfficialSettlement.com
Subject: [External Sender] National Opioid Settlements – Portal Registration for Authorized Official
Attachments: National Opioid Settlement Allocation Notice - Michigan PY1.pdf
Importance: High

This is an official communication from the Directing Administrator of the National Opioid Settlements. The instructions included herein are intended for the addressee only. All other recipients have been copied for informational purposes only. Forwarding of this email to any additional party will allow the new recipient(s) to use the link below to gain access to the listed Subdivision's account which would allow submission/modification of payment instructions and/or elections regarding payments. This email should only be forwarded if you intend the new recipient to create the account in your stead as the authorized representative.

Paul E. Bullock:

This email is from BrownGreer PLC, the Directing Administrator as defined in the Distributor Settlement Agreement dated as of July 21, 2021, as amended, between and among the Settling States, the Settling Distributors, and Participating Subdivisions (the "Distributor Settlement Agreement") and the Janssen Settlement Agreement dated as of July 21, 2021, as amended, between and among the Settling States, Janssen, and Participating Subdivisions (the "Janssen Settlement Agreement"). All capitalized terms used in this email have the meanings ascribed to them in the Distributor Settlement Agreement and the Janssen Settlement Agreement (collectively, the "National Opioid Settlements").

You have been identified as the authorized representative of Mecosta County, a Participating Subdivision in Michigan, with respect to the National Opioid Settlements (the "Authorized Official"). Please create an account for Mecosta County in the National Opioid Settlements Portal (the "Portal"). The Portal will be the primary means for all Settling States and Participating Subdivisions to submit information and documentation to the Directing Administrator in connection with the National Opioid Settlements. As the Authorized Official, you will be the Portal Administrator for Mecosta County, which means you will have the ability to add additional authorized accounts after you create your own account. **If you believe you were incorrectly identified as the Authorized Official of Mecosta County, please email your dedicated Case Manager identified below or call the Directing Administrator at (888) 441-2010 so that we can update our records.**

To create a Portal account for Mecosta County, click the link below or copy and paste it into your internet browser:

[Click Here](#)

If the link above is not working, copy and paste the URL below into your internet browser:

<https://www.nationalopioidofficialsettlement.com/Home/CreateAccount?token=DFDCDCB51947EF32E95493>

F9B80B9628A355830C1C59E19AF361824AA6E332AE9F93AAC8041C07C943B038D96AD3D65C4D375F
FCDCBE75B99DB2A10C242F2A351DCE9FF25A6778526EEBD9A31A5B556DDF2946CA6B9D317AB2A
812CD3B61DB60894314D24B99F81E15F76E70AA6980B2D347E4588762FA81A9921248F4F0FB3D

This will take you directly to a page on the Portal for you to create an account for Mecosta County, with certain information pre-populated. You will be directed to follow these steps:

1. Create an account for yourself;
2. Confirm and/or provide certain general contact information for Mecosta County;
3. Create accounts for other authorized individuals, if applicable (e.g., government officials, staff members, outside counsel, etc.).
4. Complete Payment Election Forms for Mecosta County; and
5. Complete W-9 Forms for Mecosta County.

We will use the information in the Payment Election Forms and W-9 Forms to create payment instructions for any Settlement Payments to which Mecosta County is entitled under the National Opioid Settlements. A number of steps must be completed for us to issue Settlement Payments, and a result, payments will not be immediate. Instead, payments will be made over the next several months as states and subdivisions satisfy the requirements for payment. We will keep you informed on the status of your payment.

We have assigned a member of our Communications Team to be the dedicated Case Manager for Michigan and all of its Participating Subdivisions. Your Case Manager is Adrean Caldeyro, a Communications Coordinator at BrownGreer PLC, whose email address is acaldeyro@browngreer.com. We invite you to direct any questions you may have about creating a Portal account, providing payment information, or the National Opioid Settlements in general to Adrean.

We appreciate your cooperation with this process, and we look forward to working with you.

Sincerely,

BrownGreer PLC
Directing Administrator
National Opioid Settlements
www.NationalOpioidOfficialSettlement.com

This electronic mail is intended to be received and read only by certain individuals. It may contain information that is privileged or protected from disclosure by law. If it has been misdirected, or if you suspect you received this in error, please notify me by replying and then delete this message and your reply. These restrictions apply to any attachment to this email.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

**Michigan Supreme Court**

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
517-373-0128

Thomas P. Boyd
State Court Administrator

MEMORANDUM

DATE: September 1, 2022

TO: Probate Judges
County Administrators
Probate Registers/Administrators

FROM: Thomas P. Boyd, State Court Administrator

SUBJECT: 2022-2023 Probate Judges' Salaries

Public Act 31 of 2016 provides that judges' annual salaries shall be increased by the percentage pay increase, excluding lump-sum payments, paid to civil service nonexclusively represented employees classified as executives and administrators on or after January 1, 2016. This pay increase takes effect on the same date as the effective date of the pay increase paid to civil service nonexclusively represented employees classified as executives and administrators.

Effective October 1, 2022, judges will receive a five percent increase in their annual salary. This does not impact the local salaries paid to circuit and district judges (\$45,724); however, there is an impact on the local salaries paid to probate judges. For calendar year 2022, probate judges should receive a total salary of \$162,334.49. For calendar year 2023, probate judges should receive a total salary of \$168,759.43. Please adjust the amount per pay period accordingly. If there is an additional pay increase in 2023, we will provide you with the amounts of the calendar year salaries to be paid.

If you have any questions regarding the statutorily required annual salary of a judge, please contact Beth Eimer at 517-373-4689 or EimerB@courts.mi.gov, or Crystal Mubarak at 517-373-6956 or MubarakC@courts.mi.gov.

AGREEMENT

Made in Big Rapids, Michigan, this ____ day of _____, 2017~~22~~22. Effective October 1, 2017 between the County of Mecosta (County) and the Animal Rescue Coalition of Mecosta County (ARC).

In consideration of the mutual promises contained herein, it is agreed as follows:

1) ARC agrees to:

a) SHELTER LOCATION: Themselves or with such employees as they may deem necessary, to operate an animal shelter at a premise located on 220th Ave. between 18 Mile Rd. and 19 Mile Rd., Big Rapids, Michigan.

b) HOURS OF OPERATION: Operate the animal shelter continuously throughout the term of this agreement and provide 24 hour access to local law enforcement agencies.

Keep the animal shelter open to the public at regularly advertised hours to include at a minimum 9:00 a.m. to 12:00 p.m. each Tuesday through Friday and 10:00 a.m. to 1:00 p.m. each Saturday and such other hours as ARC determines are necessary for the efficient operation of the shelter and the convenience of the public.

c) MATERIALS/SERVICES PROVIDED: Provide all facilities, employees, materials including supplies, shelter space, utilities, food, medical/veterinary services and any and all other services necessary for the animals housed, in compliance with all applicable Federal, State and local laws and regulations.

d) RECEIPT OF ANIMALS FROM LAW ENFORCEMENT: ARC shall receive all animals turned over by law enforcement officers.

e) ANIMAL RECORDS: Keep and maintain an Activity Log that shall record the date, time and nature of the receipt of every animal at the animal shelter, including the name and address (if known) of the person presenting the animal, or the name and position of the law enforcement officer impounding the animal, the date, time and notification of the owner if the animal has an identification tag or current license, the amount of any fees, fines and other charges for the animal, the name and address of any adopter of the animal, and the final disposition of the animal.

f) DISPOSAL OF ANIMALS: Dispose of any animal as may be reasonable and necessary in a humane manner, utilizing injection as the sole manner of euthanasia, and in accordance with all applicable Federal, State, and local laws and regulations. No animals shall be transferred from the shelter to a Class B Dealer as defined by MCL §333.733 and The Animal Welfare Act 7 USC § 2131 et seq.

g) COLLECTION OF FEES: Collect such fees as shall be described in this or any Supplemental Agreement, to account for and promptly pay said monies to the County ~~monthly~~ quarterly and maintain accurate and proper records which shall be available to representatives of the County for purposes of inspection and audit at any reasonable time.

- h) **INSURANCE/INDEMNIFICATION:** To procure and tender to the County a Liability insurance policy in an amount of no less than \$300,000 per incident and to indemnify and hold the County harmless for any acts of negligence, cruelty, or tortuous, or contractual acts or omissions by ARC, its agents, employees or representatives attendant to the operation of the animal shelter. Further, ARC hereby agrees to indemnify and hold harmless the County for any acts of negligence, cruelty or tortuous or contractual acts or omissions by ARC, its agents, employees or representatives attendant to the operation of the animal shelter in excess of any liability insurance coverage.
 - i) **LAWFUL OPERATION:** Operate the said animal shelter in a manner and in compliance with all applicable Federal, State, local laws and regulations.
- 2) The County agrees to:
- a) **SIGNAGE:** Furnish all signs attendant to the operation of the animal shelter, as well as signs necessary to direct the general public to the animal shelter. (The number and sufficiency of said signs to be determined by the County.)
 - b) **DELIVERY OF ANIMALS:** Be responsible for the delivery to the shelter of animals recovered by the Animal Control Officer or other law enforcement agencies.
 - c) **FEE SCHEDULE:** Establish and publicize a fee schedule for services provided by the animal shelter to residents of the County, post the fee schedule at reasonable locations throughout the County, and provide timely notice of any subsequent changes in the fee schedule.
- 3) **CONSIDERATION:** ARC shall be compensated at an annual rate of \$70,~~80~~80,000 for the term of this agreement. The Compensation will be payable in 4 equal quarterly installments, with quarters beginning January 1st, April 1st, July 1st and October 1st. The County shall retain all fees collected by ARC, except as otherwise agreed upon in writing between the parties.
- 4) **TERM:** This effective term of this agreement shall begin October 1, 2014~~722~~22 and shall continue for a term of five (5) years notwithstanding any other provision of this Agreement. It is specifically understood and agreed that this Agreement may be terminated by either party without cause upon 180 days written notice to the other party at any time during the term of the Agreement. Upon the discovery by the County of any violation of applicable Federal, State, and local laws or regulations the County shall have the option to terminate this Agreement effective immediately upon notice to ARC.
- 5) **RIGHT OF FIRST REFUSAL:** ARC is the owner of the grounds and facility used as the animal shelter. During the term of this agreement and for one year after the conclusion of this agreement, including any extension of this agreement, ARC hereby grants the County a right of first refusal under the following terms to the grounds and facility:

If ARC receives a bona fide offer for the purchase of this property, ARC shall provide the County with a copy of the offer within 10 days of receipt by ARC. The County will then

6) Additional provisions:

- a) ARC IS INDEPENDENT CONTRACTOR: It is specifically understood and agreed that ARC is an independent contractor and not an employee of the County for any purpose whatsoever.
- b) NON-ASSIGNMENT: This Agreement is not assignable in any manner by ARC. Any attempt to assign shall be deemed a termination of this Agreement.
- c) ANIMAL DEFINED: For purposes of this Agreement, "animal" shall be defined to include all dogs, and only those cats which are being held for observation for a bite and other extenuating circumstances, delivered to the animal shelter for disposition, either by the County or a resident of the County.

This Agreement contains all terms and conditions between the parties and may not be modified or changed except by the express written agreement of both parties.

For the Animal Rescue Coalition:

Date: _____

Date: _____

For the Mecosta County Board of Commissioners:

William Routley, Chairperson

Marcee Purcell, County Clerk

Date: _____

Date: _____

SUPPLEMENTAL AGREEMENT

In an effort to facilitate compliance with State laws regulating the licensing of dogs, and to further facilitate the efficient operation of the Animal Shelter in Mecosta County, the following agreement is entered into this ____ day of _____, 201722, effective October 1, 201722, between the Animal Rescue Coalition of Mecosta County (ARC) and the County of Mecosta.

1. The separate and distinct Animal Shelter operating agreement between the parties is acknowledged.
2. This agreement is a supplemental, but separate agreement between the parties.
3. The County authorizes ARC to collect reclaim fees as set by the County for animals ~~claimed at the Animal Shelter.~~ **reclaimed by their owner at the Animal Shelter. The reclaim fee shall be \$15/animal for a first reclaim, \$25/animal for a second reclaim of the same animal, and \$50/animal for a third or subsequent reclaim of the same animal.** The County also authorizes ARC to collect spay/neuter deposits for adopted animals. The spay/neuter deposit shall be returned to the individual upon proof that the adopted animal has been spayed or neutered. Unclaimed spay/neuter deposits shall be forwarded to the County Treasurer with reclaim fees on a **quarterly basis. ARC agrees to forward said fees to the County Treasurer on or before the 1st day of each and every quarter beginning October of 2022.** ~~monthly basis. ARC agrees to forward said fees to the County Treasurer on or before the 1st day of each and every month.~~ ARC agrees to maintain exact records concerning reclaimed animals and the reclaim and spay/neuter fees collected.
4. Boarding fees may be assessed in the amount of \$5.00 per day, ~~commencing after the owner of the animal has been notified that said animal is in custody.~~ ARC shall retain all boarding fees. All adoption, disposal, and surrender fees shall be retained by ARC. Exact records of boarding fees shall be maintained by ARC.
5. The County of Mecosta may require a strict accounting of all licenses issued and fees collected by ARC upon 30 day written notice to ARC.

For the Animal Rescue Coalition:

Date: _____

Date: _____

For the Mecosta County Board of Commissioners:

William Routley, Chairperson

Marcee Purcell, County Clerk

Date: _____

Date: _____

FAQ: Plan Document Amendment – CARES

Q: What is CARES and how does it impact my retirement plan?

A: The Coronavirus Aid, Relief and Economic Security Act (CARES) allowed plan sponsors to:

- Suspend 2020 required minimum distributions (RMDs),
- Permit CARES distributions and loans during 2020, and
- Extend loan repayments during 2020.

Attached is a chart with additional information on CARES. Prior communications also covered CARES in more detail and some key provisions that would apply to your plan, including defaults and optional provisions.

Q: Do we need to amend our plan document for CARES?

A: Yes. The amendment we provide to you for CARES will depend on your type of plan and optional provisions that apply to your plan.

Some CARES amendments have been adopted by us as sponsor of the plan document and do not require a plan sponsor signature. Other CARES amendments will require customization and plan sponsor signature. The cover letter provided along with your amendment will inform you if your signature is required. A plan amendment fee will apply if your amendment requires customization and plan sponsor signature. Prior guidance from the Department of Labor has indicated that expenses for required compliance amendments can be paid from plan assets.

Also, some CARES amendments may reflect the availability of special disaster relief for federally declared disasters for reasons other than COVID that occurred during 2020 and relief from the partial plan termination 100% vesting requirements. Not all documents needed to be amended to include those provisions, so they may not be included in your amendment.

Q: What is the deadline for the CARES amendment?

A: The deadline to have a signed CARES amendment in place covering the CARES distribution and loan provisions is the last day of the plan year beginning on or after January 1, 2022 (2024 for Government Plans). Although the deadline to amend for the CARES RMD suspension provisions was extended to a later date, the CARES amendment being provided to you covers both aspects and therefore needs to be adopted by December 31, 2022 (2024 for Government plans) for calendar year plans.

Q: Is a Summary of Material Modifications (SMM) required to update the Summary Plan Description (SPD)? When does it need to be provided to participants?

A: No, an SMM is not required for CARES. SMMs are required to update the terms of an SPD based on the plan's terms going forward. Given the timing deadline for the amendment and the temporary nature of the relief granted under CARES, an SMM is not required.

Q: Does my plan need a CARES amendment if I recently restated or amended my plan?

A: Yes, the amendment needed for CARES was not included in those documents.

Q: What other required regulatory amendments may apply to my Plan Document?

A: The Setting Every Community Up for Retirement Enhancement Act (SECURE) will also require an amendment to your plan document and will be provided in a separate communication.

Q: Can I elect any of the CARES provisions going forward?

A: No. The CARES relief is no longer available. The elections made in the amendment are consistent with how provisions applied to your plan according to our records.

CARES ACT KEY PROVISIONS

Following is a summary of the key provisions in the CARES Act plan amendment.

Provision	Plan types impacted	Description	Effective date
Permitted Coronavirus-Related Distributions (CRDs)	Defined contribution 401(a), 401(k), 403(b) and governmental 457(b) plans	A participant who was a Qualified Individual ¹ could withdraw up to \$100,000 as a Coronavirus-Related Distribution (CRD). A plan /plan sponsor could rely on the participant's representation that they qualified for a CRD unless the plan sponsor had actual knowledge to the contrary. CRDs were exempt from the 10% additional tax and were eligible for other favorable tax treatment. Within 3 years after the participant received the CRD, they may repay all or a portion of it, in one or more payments, to a vehicle that would accept a rollover from the participant at that time.	Distributions were permitted from 1/1/2020 through 12/30/2020.
Increased the maximum amount of a participant loan	Defined contribution 401(a), 401(k), 403(b), and governmental 457(b) plans	The maximum amount of a participant's plan loan can't exceed the lesser of \$50,000 or 50% of the participant's vested balance at the time the loan is initiated. CARES temporarily increased this limit for a Qualified Individual ¹ to be the lesser of \$100,000 or 100% of the vested balance.	Available for participant loans taken from 3/27/2020 through 9/22/2020.
Extended repayment and maturity dates for participant loans	Defined contribution 401(a), 401(k), 403(b) and governmental 457(b) plans	Specified participant loan repayments could be suspended by a Qualified Individual ¹ . Subsequent repayments and the loan's maturity date could be adjusted due to the delay. Interest continued to accrue on the loan during the delay period.	Treatment is available for loans that existed at any time from 3/27/2020 through 12/31/2020
Temporarily waived required minimum distribution rules	Defined contribution 401(a), 401(k), 403(b) and governmental 457(b) plans	Required minimum distribution (RMD) rules were waived for certain distributions payable in 2020. The waiver also applied to 2020 "first time" RMDs with a required beginning date of 4/1/2021. Participants could elect to receive payments that otherwise would have been waived. 2020 is not considered when determining the 5-year period for distribution to a beneficiary.	Available for certain RMD payments that were payable in, or attributable to, 2020

¹CARES defined a Qualified Individual as an individual diagnosed with SARS-CoV-2 or coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention or an individual whose spouse or dependent (as defined in Internal Revenue Code § 152) was diagnosed by such a test. A Qualified Individual also included an individual who experienced adverse financial consequences due to COVID-19 as a result of (a) being quarantined, furloughed or laid off or having work hours reduced; (b) being unable to work due to lack of childcare; (c) closing or reduction in hours of a business owned or operated by the individual; (d) having pay or self-employment income reduced; (e) having a job offer rescinded or start date for a job delayed; or (f) having a spouse or someone who shared the individual's principal residence affected by any of (a) through (e).

This summary does not include all changes in the plan amendment. Please carefully review the documents to ensure all plan terms accurately reflect the administration of your plan. These materials do not constitute tax or legal advice upon which any party can rely. Plan sponsors are encouraged to consult their own legal or tax advisors for questions on their specific situation.

CARES INTERIM AMENDMENT

ARTICLE I - PREAMBLE

1.1 Adoption of Amendment. The Employer identified on the execution page adopts this Amendment to implement provisions of the CARES Act as they apply to governmental Code section 457(b) plans.

1.2 Plan. This Amendment applies to the Plan identified on the execution page of the Amendment.

1.3 General. This Amendment supersedes the provisions of the Plan identified below to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations. If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). This Amendment is effective March 27, 2020 (or as soon as administratively practical thereafter).

ARTICLE II - DEFINITIONS

2.1 Definitions. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:

2.2 CARES Act. The "CARES Act" is the Coronavirus Aid, Relief, and Economic Security Act. This Amendment shall be interpreted and applied to comply with the CARES Act.

2.3 Qualified Individual. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (a), (b), (c), or (d). Participants, Alternate Payees and Beneficiaries of deceased Participants can be treated as Qualified Individuals. The Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:

- (a) The individual was diagnosed with COVID-19 by an approved test;
- (b) The individual's spouse or dependent (as defined in Code Section 152) was diagnosed with COVID-19 by an approved test;
- (c) The individual has experienced adverse financial consequences because: (i) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (ii) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (iii) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (iv) the individual, the individual's spouse, or a member of the individual's household had a

reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

- (d) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE III – CORONAVIRUS-RELATED DISTRIBUTIONS AND LOANS

3.1 Relief for Qualified Individuals. The provisions of this Article III apply only to the extent a distribution or loan has been made to a Qualified Individual under the CARES Act. If the Plan does not operationally apply the rules under this Article III, such provisions do not apply to the Plan. The Administrator shall document through administrative procedures (including designating accounts from which Coronavirus-Related Distributions and loans may be taken) or otherwise the manner in which the Plan operationally applied the rules under this Article III.

3.2 Coronavirus-Related Distribution(s). A Qualified Individual may take one or more Coronavirus-Related Distributions. A “Coronavirus-Related Distribution” means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code Section 414(b), (c), (m), or (o), shall not exceed \$100,000. The Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual’s vested account balance or the present value of the individual’s vested accrued benefit. The provisions of this Section 3.2 will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable Plan or administrative limits on the number of allowable distributions.

3.3 Repayment of Coronavirus-Related Distribution(s). If the Plan permits a Participant to make rollover contributions, then a Participant who received a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code Section 402(c)(8)(B)) may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution at any time during the 3-year period beginning on the day after receipt of the Coronavirus-Related Distribution.

3.4 Loan Relief.

(a) Increased Loan Limit. Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code Section 72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting “\$100,000” for “\$50,000,” and by substituting “100% of the present value of the nonforfeitable accrued benefit of the employee under the Plan” for “one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan” (or its equivalent).

(b) Extension of Loan Repayments. If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code Section 72(p)(2)(B) or (C). The Suspension Period will begin March 27, 2020 and end December 31, 2020. The Extension Period will be one year. The provisions of this Section 3.4(b) will be applied in accordance with Section 5.B. of Notice 2020-

50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the “safe harbor” described therein.

ARTICLE IV – RMD WAIVERS FOR 2020

4.1 Waiver of RMDs. A Participant or Beneficiary who would have been required to receive a 2020 RMD or an Extended RMD that is scheduled to be paid in annual installments will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution. A Participant or Beneficiary who would have been required to receive an Extended 2020 RMD (unless it is scheduled to be paid in annual installments) will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution. The deadline for a Participant or Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule may be extended to reflect the adoption of Code Section 401(a)(9)(I). If Code Section 401(a)(9)(B)(ii) applies, the five-year period described in such provision shall be determined without regard to the 2020 calendar year.

4.2 Direct Rollovers. Notwithstanding the provisions of the Plan relating to required minimum distributions under Code Section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code Section 401(a)(9)(I).

4.3 Definitions. “RMDs” means required minimum distributions described in Code Section 401(a)(9). “2020 RMDs” means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I). “Extended 2020 RMDs” means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.

4.4 Installment Payments. A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article IV may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code Section 401(a)(9)(I).

MECOSTA COUNTY DEFERRED COMPENSATION PLAN

Name of Plan

Mecosta County

Name of Employer

Name of Authorized Representative

Title

Signature

Date

Certificate Of Completion

Envelope Id: 2CF6CB6F77BC49BBA8F71AC9A4E4B828

Status: Delivered

Subject: Action Required - CARES Regulatory Amendment for Your Retirement Plan 744217-01

Plan Number:

Category:

Client Service Representative Email:

Client Service Representative Name:

Social Security Number:

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Paul Bullock

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Company Name: Empower Retirement

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Bradley Fath

BRAD@LERNERFINANCIAL.COM

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Carbon Copy Events

Trisha Olds
trisha@lernerfinancial.com
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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE CONSENT AGREEMENT

The purpose of this Electronic Record and Signature Consent Agreement (“Agreement”) is to formally agree to receive electronically and use an electronic signature on one or more of the document(s) included in the electronic envelope on the DocuSign system (“Document Package”). By accepting this Agreement, you are agreeing that electronic signatures and electronic delivery (*i.e.*, email or posting to a website) are the legal equivalent of an actual physical signature and actual physical delivery, respectively, for purposes of the Document Package.

This Agreement is voluntary. This Agreement is only required if you want to electronically sign and receive the Document Package.

If you do not want to electronically sign and receive the Document Package, do not check the ‘I agree to use electronic records and signatures’ box. If you do not want to electronically sign the Document Package, contact Empower Retirement for a standard PDF file that you can print and execute with wet signatures and return via regular mail. If you have any problems accessing PDF documents, contact Empower Retirement to discuss alternative arrangements. Note that even if you agree to electronically sign the Document Package, in the future after receiving an electronic document package, you will be able to choose whether or not to electronically sign that document or ask for another version to sign.

Please confirm your acceptance by checking the ‘I agree to use electronic records and signatures’ box. By checking this box, you acknowledge that you have carefully and thoroughly read the information below, you can access this information electronically to your satisfaction, and you agree to these terms and conditions:

1. Definitions:

The words “you” and “your” mean the account owner of the account..

“Empower Retirement” and the words “we,” “our,” and “us” mean Great-West Life & Annuity Insurance Company and its affiliates, successors, and assigns, including but not limited to Great-West Life & Annuity Insurance Company of New York, Great-West Funds, Inc., Great-West Trust Company, LLC, Great-West Capital Management, LLC, Advised Assets Group, LLC, GWFS Equities, Inc., and FASCore, LLC as applicable.

2. **Scope of this Agreement:**

This Agreement only applies to the electronic signatures and electronic delivery of the Document Package. This Agreement does not apply to any situation by law or otherwise that requires you to provide written notice or document to us, which must be done on paper unless we provide instruction to you how to deliver the item to us electronically. We may, in our sole discretion, choose to provide you with any document on paper, even if you have authorized electronic delivery.

3. **Electronic Signatures:**

By accepting this Agreement, you consent to use electronic signatures for the Document Package, and you agree that electronic signatures shall be deemed to be legally equivalent to actual physical signatures. The electronic signature process will be facilitated through DocuSign, Inc., which is separate company retained by us to facilitate this service, but has no other affiliation with Empower Retirement. One or more electronic documents will be included in an electronic envelope on the Docusign system and a link to the envelope will be e-mailed to you. These electronic documents may include but are not limited to service and account agreements between you and us, along with transaction forms and other documents related to your account with us.

1. **Authentication and Qualified Security Procedures:**

The electronic signature process through DocuSign provides authentication through the use of a digital audit trail. Generally, “authentication” refers to the act of attributing an electronic signature to the individual that signed the document, and determining that the document has not been changed since its execution.

In order to electronically sign the Document Package, you will need to access a unique link sent to your email address that you provided to us. After signing the Document Package, we will receive a court-admissible "Certificate of Completion." This "Certificate of Completion" contains a digital audit trail of the transaction, including the signer names, authentication history, digital signatures, email addresses, signer IP addresses, chain of custody (i.e., sent, viewed, signed, etc.), trusted timestamps, geolocation capture of the signer (if provided), and completion status. By accepting this Agreement, you agree that these authentication and qualified security procedures are commercially reasonable.

4. **Electronic Delivery:**

By accepting this Agreement, you agree the electronic delivery of the Document Package emailed to you, is the legal equivalent of actual physical delivery, such as delivery by the United States Postal Service or hand-delivery, whether or not you actually see or view the Document Package. For purposes of this agreement, unless we receive actual notice of a delivery failure, we shall be deemed to have conclusively delivered the Document Package to you when we attach and send the document(s) to the email address that you provided to us.

5. **Updating Your Email Address and Other Contact Information:**

It is your responsibility to provide us with accurate and complete e-mail address and other contact information. You agree to maintain and promptly update any changes in this information.

6. **Withdrawing Your Consent:**

We will ask for your consent each time we present an envelope of electronic documents to you.

Once you give your consent for that envelope, you cannot withdraw it for that envelope but you can still choose not to sign any or all electronic documents included in that envelope. In addition, before you execute an electronic signature in DocuSign, the DocuSign system allows you to exit the electronic signing process. You should inform us that you no longer want to

electronically sign and then receive the document(s) in another manner by emailing Empower Retirement directly with your request.

7. **Requesting Paper Copies:**

At any time, you may request from us a paper copy of any record that we provided or made available electronically to you. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session. If you elect to create a DocuSign signer account, you may access them for a limited period of time, typically 30 days after such documents are first sent to you.

Additionally, subject to our document retention procedures, you may contact us and request another electronic or paper copy of the Document Package. If you wish for us to send you paper copies of any such documents, you will be charged a \$0.00 per-page fee.

You may request a paper copy of the Document Package by contacting Empower Retirement directly with your request.

8. **Required Hardware and Software:**

Operating Systems:	Windows XP, Windows Vista®, Windows® 7, Windows® 8 or higher; Mac OS® X or higher
Browsers:	Final release versions of Internet Explorer® 9.0 or above (Windows only); Mozilla Firefox 35 or above (Windows and Mac); Safari™ 7.0 or above (Mac only), Chrome 40 or above
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768 minimum
Enabled Security Settings:	Allow per session cookies; Users accessing the Internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change before the Document Package is fully executed, you will be asked to re-accept this Agreement. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

9. DocuSign

-

We have entered into an agreement with DocuSign, Inc. (“DocuSign”) to make their electronic system available to facilitate your receipt and electronic signature of the Document Package. Your use of the DocuSign system is subject to the terms and conditions of DocuSign’s system. We are not responsible for the DocuSign system and we disclaim any representations and all warranties regarding the DocuSign system.

10. Acknowledgement and Consent:

To confirm to us that you can access this information electronically, please verify that you were able to read this Agreement and that you also were able to: print on paper or electronically save for your future reference and access, or that you were able to e-mail to an address where you will be able to print on paper or save it for your future reference and access. By checking the ‘I agree to use electronic records and signatures’ box, I confirm that:

- I meet the required hardware and software requirements listed above;
- I can access and read this Agreement;
- I can print on paper the Document Package or save or send the Document Package to a place where I can print it for future reference and access;
- I have read this Agreement and agree to be bound by its terms and conditions.

10. Contacting Empower Retirement

Please contact us to let us know of changes as to how we may contact you electronically, to request paper copies of certain information to us, and to withdraw your consent to receive the Document Package:

To contact us by e-mail: retirementsolutionsservice@empower-retirement.com

To contact us by phone: 866-317-6586

Great-West Financial[®], Empower Retirement, and Great-West Investments[™] are the marketing names of Great-West Life & Annuity Insurance Company, Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: New York, NY; and their subsidiaries and affiliates, including registered investment advisers Advised Assets Group, LLC and Great-West Capital Management, LLC.

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CDIG

03/11/22

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

PROGRAM INCOME ACCOMPLISHMENT REPORT

- 03/10/2022
1. Report due on July 31 of each year.
 2. Total Admin cannot exceed 18% of PI Received in PI.
 3. Admin cannot exceed 18% of Emergency Rehab expended per Project Address.
 4. Column E Admin will auto-populate at 18%. If less than 18% admin was used, enter correct amount. An amount greater than 18% for Admin is not allowed.
 5. A negative number in any cell indicates an error and must be corrected prior to submission.

PROGRAM INCOME GRANT INFORMATION			
Date	07/07/22	Program Year (7/1 to 6/30)	2021
UGIG Miesota County		Amount of PI Received in PY	\$49,382.50
Contact Paul Bullock, Administrator/Controller		Less Total Emergency Rehab	\$8,000.00
Phone 231-796-2505		Less Total Admin	\$1,548.00
Email pbullock@mecosatacounty.org		TOTAL TO BE RETURNED TO MEDC (see return PI instruction below)	\$39,334.50

MAXIMUM ALLOWED FOR REHAB AND ADMIN BASED ON PI RECEIVED

\$40,493.98 MAX ER
\$8,888.92 MAX ADMIN

- RACE CODES
- 1 - American Indian/Alaskan Native
 - 2 - American Indian/Alaskan Native AND White
 - 3 - American Indian/Alaskan Native AND Black
 - 4 - Asian
 - 5 - Asian and White
 - 6 - Black/African American
 - 7 - Black/African American AND White
 - 8 - Native Hawaiian/Other Pacific Islander
 - 9 - White
 - 10 - Other Multi-Racial

PROGRAM INCOME EXPENDITURES BY PROJECT										LEAD PAINT REQUIREMENT (select only one and enter "1" in the appropriate cell)			LEAD HAZARD REMEDIATION ACTIONS (select only one and enter "1" in the appropriate cell)			ACCOMPLISHMENTS									
PROJECT ADDRESS		PROJECT START DATE	EMERGENCY REHAB AMOUNT	ADMIN (not to exceed 18% of Project Rehab Amt)	PROJECT END DATE	Contracted before 1978	Exempted Contracted 1978 or later	Exempted No paint disturbed	Otherwise exempt	Lead Site Remediation Practices Hard Costs <= \$5,000	Interior Remediation Hard Costs \$5,000 - \$25,000	Abatement Hard Costs > \$25,000	HEAD OF HOUSEHOLD (Last, First Name)	ELDERLY HH (65+) (enter "1" for Yes)	FEMALE HH (21+) (enter "1" for Yes)	HISPANIC/LATINO HH (21+) (enter "1" for Yes)	HH SIZE (above)	HH ANNUAL INCOME	80% ANNUAL INCOME	RANGE					
1	14541 Cosabella, Remus	12/20/21	2,440.00	439.20	12/31/21		X			X			Mount, William	1			2	9	14,340.00	86,000%	0-30%				
2	822 Mechanic, Big Rapids	04/14/22	6,160.00	1,108.80	05/09/22		X						Travis, Mary		1		2	9	25,136.00	80,000%	31-50%				
3																					51-80%				
4																					81-90%				
5																									
6																									
7																									
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Total			8,600.00	1,548.00		0	0	0	0	0	0	0		1	1	0									

RETURN PI INSTRUCTIONS. The MEDC - CDIG Program accepts return of funds via EFT or check. For questions relating to returning CDIG funds please contact either Louis Vinson at lvinson@michigan.org or Jasation Tulco at ltulco@michigan.org

Pay by Check	Payable to: "State of Michigan"
Send payment to:	Memo: Grant Number if applicable
Routing # 07200326	Mail to:
Account # 87837551	MEDC - CDIG Program
ACH to: JP Morgan Chase Bank, N.A.	300 N. Washington Square
For credit to: State of Michigan	Lansing, MI 48213

REQUIRED DOCUMENTATION FOR EACH PROJECT TO BE MAINTAINED BY GRANTEE (enter Yes or No)	
X 15-C, Activity Checklist	X Mortgage and Note
X Income Verification, HUD Calculator worksheet	X Project Expense (Invoices, etc.)
X Environmental Review Record	X Admin Expense (Time, Invoices, etc.)
	X Contractor/Subcontractor (Bids, selection, etc.)

CERTIFICATION

All representations made herein are accurate and true. CDIG Program income was expended in conformance with the requirements of 24 CFR 570.489 and CDIG Program Income Policy, effective 7/1/2018. Documentation of all federal and CDIG program and compliance requirements are saved at offices of this local unit of government and are available for review and monitoring by HUD and the MEDC/CDIG Staff.

Signed and Certified by the Authorized Signer/Highest Elected Official of the Unit of Local Government

Typed Name

Date

Commissioners

Date 8/30/2022

Pay to: LINDA HOWARD

DATE	ITEMS	AMOUNT
8/2/2022	Bldg & Grounds	\$50.00
8/3/2022	Sheriff & Jail	\$50.00
8/4/2022	Co Comm	\$50.00
8/4/2022	Public Hearing re: Barryton	\$50.00
8/11/2022	Human Serv Collab Bd	\$50.00
8/11/2022	Tri Lakes Assoc mtg	\$50.00
8/18/2022	Co Comm	\$50.00
8/25/2022	Co Comm--Committee of Whole	\$100.00
8/30/2022	DHHS	\$50.00
	TOTAL	\$500.00


Per Diem
101 101 705.000

Charge to:
Account #:

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Linda Howard

Signed



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COMMISSIONERS

copy

Voucher No.

Date 6-Sep-22


Vendor #

DATE	ITEMS	AMOUNT
2-Aug-22	Bldg/Grd	\$50.00
2-Aug-22	Finance	\$50.00
8/4/2022	Commish	\$50.00
8/16/2022	Finance	\$50.00
8/17/2022	COA	\$50.00
8/18/2022	City/County/Ferris	\$50.00
8/18/2022	Bldg/Zon	\$50.00
8/18/2022	Commish	\$50.00
8/25/2025	Comm of Whole	\$100.00
8/30/2022	Finance	\$50.00
	TOTAL	\$550.00

It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Bill Routley
Signed

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COUNTY OF MECOSTA

Date: 8-30-22

MARILYNN BRADSTROM

Charge to:	Travel Expense	TOTAL MILES	36.8
General Ledger:	101-101-810.000	MILEAGE TOTAL	0.555
		Meals/Parking Total	\$0.00
		Total Reimbursement	54.25

Signed _____ Authorizing Department Head

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AUG 30 1977
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COMMISSIONERS

COPY

VOUCHER

COUNTY OF MECOSTA

Commissioners

Date 8-30-22Pay to: MARILYNN BRADSTROM

DATE	ITEMS	AMOUNT
7-19-22	FINANCE	\$ 50.00
7-21-22	PERSONNEL	
"	B.O.C.	
7-25-22	WEST MI CO. ALLIANCE - LAKE CO.	
8-2-22	BLDG. & GROUNDS	
"	FINANCE	
8-3-22	MI WORKS - HART	
8-4-22	B.O.C.	
8-10-22	PERSONNEL	
8-16-22	PERSONNEL	
"	FINANCE	
8-18-22	B.O.C.	
8-28-22	COMMITTEE OF THE WHOLE - ARPA FUNDS	100.00
8-30-22	FINANCE	50.00

TOTAL 750.00

Charge to: Per Diem
 Account #: 101 101 705.000

Finance Committee Approval

RECEIVED
 AUG 30 2022
 BOARD OF
 COMMISSIONERS



It is hereby certified that the above account is true and correct and that no part of the same has been paid.

Marilynn J. Bradstrom
 Signed