

MINUTES OF AN OPEN MEETING OF THE PENSION PLAN

BOARD OF TRUSTEES

AND WELFARE BENEFITS PLAN

BOARD OF TRUSTEES

OF THE MONARCH FIRE PROTECTION DISTRICT

OF ST. LOUIS COUNTY, MISSOURI, HELD ON

WEDNESDAY, APRIL 17, 2019

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WEDNESDAY, APRIL 17, 2019

Chesterfield, Missouri

April 17, 2019

BE IT REMEMBERED, that the Pension Board of Trustees and the Welfare Benefit Plan (VEBA) Board of Trustees of the Monarch Fire Protection District of Saint Louis County, Chesterfield, Missouri, met at the Administration Building, of said District, 13725 Olive Boulevard, in the City of Chesterfield, County of Saint Louis on Wednesday, April 17, 2019 at 8:00 P.M. in a Pension Board of Trustees and a Welfare Benefit Plan (VEBA) Meeting.

At the aforementioned time and place there were present the following Officers, Directors and Trustees:

(Con't on page 4)

(Con't from page 3)

Rick Gans - Director/Trustee & President  
Jean Millner - Director/Trustee & Secretary  
Joe Rallo - Trustee  
Adam Stack - Trustee

Also present:        Jamie Zveitel Kwiatek, Atty.

Michelle DePew, Controller

A quorum being present,  
Trustee/Director Gans called the meeting to  
order and announced the Board of Trustees  
meeting to be in session for the transaction of  
any and all business to be brought before it at  
this time.

\*\*\*\*\*

1 P R O C E E D I N G S

2 8:00 P.M.

3 TRUSTEE/DIRECTOR GANS: (**As recorded**)

4 -- Protection District Board of Directors.

5 TRUSTEE/DIRECTOR MILLNER: What hap-  
6 pened to Jamie?

7 ATTORNEY KWIATEK: I'm right here.

8 TRUSTEE/DIRECTOR GANS: She's right  
9 there.

10 ATTORNEY KWIATEK: My "desk" is  
11 pretty short.

12 (General chuckles.)

13 TRUSTEE/DIRECTOR MILLNER: I thought  
14 you were here a minute ago and then you were gone  
15 and I --

16 TRUSTEE/DIRECTOR GANS: No, I'm far  
17 enough out. I know she's there.

18 If she goes running out of the  
19 room, I'll stop her.

20 Where's Michelle, though?

21 (No audible response.)

22 TRUSTEE/DIRECTOR GANS: I hear foot  
23 steps.

24 Wait a minute.

25 Well, we'll go ahead and start

1       without her.

2                       So, we actually have an agenda and

3       do we have Minutes to approve?

4                       TRUSTEE/DIRECTOR MILLNER:    We do.

5                       TRUSTEE/DIRECTOR GANS:   Okay, then.

6       I guess, let's follow the Agenda.

7                       So, we will start with New

8       Business, approval of Meeting Minutes.

9                       TRUSTEE/DIRECTOR MILLNER:   My mic's

10      on or off for this?

11                      TRUSTEE/DIRECTOR GANS:       On.   Are

12      you --

13                      TRUSTEE/DIRECTOR MILLNER:    Okay.

14                      TRUSTEE/DIRECTOR GANS:       Are we

15      recording?

16                      (No audible response.)

17                      TRUSTEE/DIRECTOR GANS:    You should

18      be on.

19                      TRUSTEE/DIRECTOR MILLNER:       (not

20      audible)

21                      TRUSTEE/DIRECTOR GANS:    You should

22      be on.

23                      TRUSTEE/DIRECTOR MILLNER:    Pardon

24      me?

25                      TRUSTEE/DIRECTOR GANS:    She should

1       be on.   The mic on?

2                       TRUSTEE/DIRECTOR MILLNER:       Yes.

3       I accidentally turned it off.

4                       TRUSTEE/DIRECTOR GANS:        You guys

5       all on?

6                       (No audible response.)

7                       TRUSTEE/DIRECTOR GANS:        Okay.

8                       TRUSTEE/DIRECTOR MILLNER:     But, I

9       don't think I accidentally dumped it.

10                      MS. LONG: You have the Minutes,

11       don't you?

12                      TRUSTEE/DIRECTOR MILLNER:       Yes,

13       ma'am.

14                      MS. LONG: Okay.   Great.

15                      TRUSTEE/DIRECTOR MILLNER:     I prom-

16       ised you I wouldn't lose them.

17                      TRUSTEE/DIRECTOR GANS:        Go ahead.

18                      TRUSTEE/DIRECTOR MILLNER:     I move

19       for the --

20                      TRUSTEE/DIRECTOR GANS:        Now we

21       can start.

22                      TRUSTEE/DIRECTOR MILLNER:     Oh, now,

23       we can start, officially.

24                      I move for the approval of the Open

25       -- of the Minutes of an Open Meeting of the

1 Pension --

2 TRUSTEE/DIRECTOR GANS: Board.

3 TRUSTEE/DIRECTOR MILLNER: -- Pen-

4 sion Board of Trustees.

5 Sorry.

6 For February 20<sup>th</sup>, 2019.

7 TRUSTEE/DIRECTOR GANS: I will

8 second the motion.

9 Any discussion?

10 (No response.)

11 TRUSTEE/DIRECTOR GANS: All in

12 favor?

13 TRUSTEE RALLO: Aye.

14 TRUSTEE STACK: Aye.

15 TRUSTEE/DIRECTOR MILLNER: Aye.

16 TRUSTEE/DIRECTOR GANS: Aye.

17 Motion passes four to nothing.

18 Is that it?

19 TRUSTEE/DIRECTOR MILLNER: That con-

20 cludes my report.

21 TRUSTEE/DIRECTOR GANS: All right.

22 On to item B.

23 I did consult with the District's

24 attorney, who we consider our Sunshine Law

25 advisor.



1                   And I'm going to defer the  
2 discussion for item B to a Closed Meeting.

3                   We're going to be getting advice  
4 from our attorney and possibly discussing a  
5 contractual matter.

6                   So, moving on, do you have a  
7 report, Jamie, besides what we'll be discussing?

8                   ATTORNEY KWIATEK: Yes.

9                   TRUSTEE/DIRECTOR GANS: Okay.

10                  Let's continue with the agenda,  
11 then and let's talk about the VEBA restatement,  
12 because I know that's a topic of discussion.

13                  There are several other open items  
14 and we'll go to the financial advisor review and  
15 discussion later.

16                  So, will you help us through the  
17 VEBA restatement, please?

18                  ATTORNEY KWIATEK: I -- I will do  
19 that.

20                  So it was distributed -- the  
21 restatement was sent out back in February, I  
22 believe.

23                  And I included a redline of it, as  
24 well.

25                  It incorporates all of the

1 decisions and discussions that the Board has had  
2 and the controller and the -- the chair and I had  
3 regarding how to restructure it.

4 It also brings it up into  
5 compliance from a legal standpoint.

6 So, if we just -- do you all have  
7 copies?

8 TRUSTEE STACK: I do. You know, is  
9 it from February 22<sup>nd</sup>?

10 ATTORNEY KWIATEK: Uh-huh. So, if  
11 -- if you -- if you have the -- the redline  
12 available, I'll just chat on some of the --

13 TRUSTEE/DIRECTOR GANS: You --  
14 you had some bullet points in the cover, or,  
15 "Josey" did, of the --

16 ATTORNEY KWIATEK: (not clear)

17 TRUSTEE/DIRECTOR GANS: -- (not  
18 clear) of the sign.

19 ATTORNEY KWIATEK: (not clear)  
20 down?

21 (Speaking over each other.)

22 TRUSTEE/DIRECTOR GANS: Well, you  
23 -- so, some of the things that (not clear) to the  
24 side, I think.

25 ATTORNEY KWIATEK: Right. Yeah.

1       Okay.

2                       Hold on. I'll get that one.

3                       Here, I got an email.

4                       TRUSTEE/DIRECTOR GANS: Jean, you

5       should be able to pull this up on your computer.

6                       ATTORNEY KWIATEK: I have the

7       email.

8                       TRUSTEE/DIRECTOR GANS: So, it'd

9       be an email --

10                      ATTORNEY KWIATEK: Okay.

11                      TRUSTEE/DIRECTOR GANS: -- from --

12                      ATTORNEY KWIATEK: -- so we can --

13                      TRUSTEE/DIRECTOR GANS: -- "Josie"

14       --

15                      ATTORNEY KWIATEK: -- go through

16       that first.

17                      TRUSTEE STACK: I'm looking at the

18       redline.

19                      TRUSTEE/DIRECTOR GANS: Yeah.

20                      ATTORNEY KWIATEK: You can -- well,

21       the -- the --

22                      TRUSTEE/DIRECTOR GANS: Well, I

23       -- I had suggested we look at those questions

24       they had, first, --

25                      ATTORNEY KWIATEK: Okay.

1 TRUSTEE/DIRECTOR GANS: -- that  
2 are in the body of the email.

3 ATTORNEY KWIATEK: Right.

4 So, in the body of the email, the  
5 open issues -- and just some things that we  
6 wanted you to think through.

7 Dependant medical coverage.

8 We currently provide the coverage  
9 through the end of the month, in which a  
10 dependant turns 26.

11 And then you can go through the end  
12 of the year.

13 We don't know how your, you know,  
14 it should tie with your medical coverage. I'm  
15 not sure what that provides.

16 I don't -- I don't know if you all  
17 have any feeling, or --

18 TRUSTEE/DIRECTOR GANS: I have no  
19 idea --

20 TRUSTEE RALLO: I want to say  
21 after the age, if you are not a full time  
22 student, after the age of twenty --

23 TRUSTEE RALLO: I was going to say  
24 --

25 TRUSTEE/DIRECTOR GANS: It's 26.

1 ATTORNEY KWIATEK: It's 26, but is  
2 it --

3 TRUSTEE/DIRECTOR GANS: (not  
4 clear)

5 ATTORNEY KWIATEK: -- your -- your  
6 exact birthday? Is it the end of the month? Is  
7 it the end of the year when you turn 26.

8 The way we drafted this, it's the  
9 end of the month in which they turn 26.

10 TRUSTEE STACK: Hm-hm.

11 TRUSTEE/DIRECTOR GANS: So, I had  
12 that event take place a couple of times and it's  
13 long enough ago that I don't remember.

14 It seems like, I have to tell you,  
15 it seems like -- that's a -- a HIPPA Law, too,  
16 that you have to offer it.

17 ATTORNEY KWIATEK: Well, you have  
18 -- that's part of the Affordable Care Act.

19 TRUSTEE/DIRECTOR GANS: Okay.

20 ATTORNEY KWIATEK: And -- but you  
21 have to offer it to age 26.

22 Some employers do it, really, the  
23 birthday from -- through the end of the month,  
24 because usually the premiums already paid,  
25 through the end of the month and some employers

1 offer it, actually, through the end of the year,  
2 in which the individual turns --

3 TRUSTEE/DIRECTOR GANS: And your  
4 point is, if the -- if the actual policy, or the  
5 actual coverage isn't through the end of the  
6 year, then, offering the VEBA reimbursement  
7 doesn't make sense, --

8 ATTORNEY KWIATEK: Yeah, I mean, I  
9 would -- I would tie them together. I would have  
10 them match.

11 So, if you want, if Michelle sends  
12 me your certificate, for your health insurance,  
13 we can double-check.

14 TRUSTEE/DIRECTOR GANS: And she  
15 may know.

16 ATTORNEY KWIATEK: (not understood.)  
17 (Speaking over each other.)

18 TRUSTEE/DIRECTOR GANS: And then  
19 she ran -- ran away.

20 ATTORNEY KWIATEK: Ran away again.  
21 See, you know, (not clear) you can  
22 tackle me and not her. That's why she ran away.

23 TRUSTEE/DIRECTOR GANS: Well, in  
24 case -- let's defer that to, "in case she knows."

25 ATTORNEY KWIATEK: Okay.

1 TRUSTEE/DIRECTOR GANS: All  
2 right. What's the next one?  
3 ATTORNEY KWIATEK: The --  
4 TRUSTEE RALLO: Early --  
5 ATTORNEY KWIATEK: -- definition  
6 --  
7 TRUSTEE RALLO: -- retirement?  
8 ATTORNEY KWIATEK: -- of early  
9 retirement date and normal retirement date.  
10 So the draft; VEBA currently  
11 incorporates the definition of these terms for  
12 the retirement plan, including automatic  
13 incorporation (not clear) changes to the plan, so  
14 that you don't have to revise the plan if your  
15 retirement plans change.  
16 If you want to include a different  
17 definition to either of those terms, we can do  
18 that, but if you don't want automatic inclusion  
19 of changes, we can take that out.  
20 I think when we had talked, before,  
21 that there was a desire to not (one word not  
22 clear.)  
23 If you would like me to remind you  
24 what the early retirement dates and the -- no  
25 more retirement dates, early retirement is -- it

1     just references over to the -- the plan, but it  
2     doesn't -- the first day of the month coinciding  
3     with our next following the date on which the  
4     participant attains 50 and has completed at least  
5     ten years of service for vesting under the  
6     retirement plan.

7                     So, that's that one and then normal  
8     date is earlier of the date the employee attains  
9     age 58 or the date an employee has attained age  
10    55 and completed ten years of service.

11                    So, that's what you've got.

12                    We have to find now what you have  
13    in your retirement plan. Is that --

14                    TRUSTEE/DIRECTOR GANS:     So you're  
15    asking --

16                    ATTORNEY KWIATEK:         -- how you  
17    would you like it to be tied?

18                    TRUSTEE RALLO:     Right.

19                    TRUSTEE/DIRECTOR GANS:         So,  
20    you're asking if we want to change those  
21    definitions?

22                    ATTORNEY KWIATEK:     Yeah, right --  
23    right now, we it tied. We just want you to  
24    confirm, because the board has not directed me,  
25    because I think you and I had discussed it, but



1 the whole board has not discussed it and approved  
2 (not understood) open -- that was an open issue.

3 TRUSTEE/DIRECTOR GANS: Is what  
4 we have now what's normally found in VEBA plans?

5 ATTORNEY KWIATEK: It's not at all  
6 uncommon to tie it to your retirement plan, so  
7 that they -- again, it's the thinking like the  
8 826 where you're aligning other of your plans so  
9 that everything's working the same and you don't  
10 have to stay away.

11 For retirement purposes, for the --  
12 for the qualified plan (one word not clear) but  
13 for the VEBA it's -- that's -- that's when you  
14 don't tie them, it's a great way to have errors  
15 occur.

16 TRUSTEE/DIRECTOR GANS: So, --  
17 and it also makes it harder for Michelle and her  
18 staff, so let's --

19 ATTORNEY KWIATEK: Exactly.

20 TRUSTEE/DIRECTOR GANS: -- let's  
21 do it that way.

22 ATTORNEY KWIATEK: Okay.

23 TRUSTEE/DIRECTOR GANS: Make it  
24 --

25 ATTORNEY KWIATEK: So, we'll --

1 TRUSTEE/DIRECTOR GANS: --  
2 harder --  
3 ATTORNEY KWIATEK: -- leave that  
4 --  
5 TRUSTEE/DIRECTOR GANS: -- for  
6 --  
7 ATTORNEY KWIATEK: -- as is, --  
8 TRUSTEE/DIRECTOR GANS: --  
9 Michelle.  
10 ATTORNEY KWIATEK: -- then.  
11 TRUSTEE/DIRECTOR GANS: No.  
12 (General laughter.)  
13 ATTORNEY KWIATEK: Hard to make it  
14 harder.  
15 MS. DEPEW: No, thanks.  
16 TRUSTEE/DIRECTOR GANS: All right.  
17 MS. DEPEW: Which number are we in?  
18 What are we doing?  
19 ATTORNEY KWIATEK: Well, we're  
20 doing --  
21 TRUSTEE/DIRECTOR GANS: Two.  
22 ATTORNEY KWIATEK: This is on the  
23 --  
24 TRUSTEE/DIRECTOR GANS: Bullet Two.  
25 ATTORNEY KWIATEK: -- bullet --

1 MS. DEPEW: Yeah, okay.  
2 ATTORNEY KWIATEK: -- we haven't  
3 --  
4 (Speaking over each other.)  
5 ATTORNEY KWIATEK: -- come very far.  
6 Do you know how your insurance --  
7 MS. DEPEW: Yes. It is (not clear).  
8 ATTORNEY KWIATEK: I know, but is  
9 it the day of the end of the month after, or the  
10 end of the year after?  
11 MS. DEPEW: I think I covered one  
12 to the end of the month, I believe. I'm not  
13 positive on that.  
14 ATTORNEY KWIATEK: Okay.  
15 MS. DEPEW: I will --  
16 ATTORNEY KWIATEK: So, --  
17 MS. DEPEW: -- ask VEBA (not  
18 audible)  
19 TRUSTEE/DIRECTOR GANS: So we'll  
20 have to let you know on that.  
21 MS. DEPEW: I will find out.  
22 TRUSTEE/DIRECTOR MILLNER: My money  
23 is on no.  
24 TRUSTEE/DIRECTOR GANS: No, what  
25 -- that it is not --

1                   ATTORNEY KWIATEK: My money is on  
2     the end of the month.

3                   TRUSTEE STACK: Yeah.

4                   ATTORNEY KWIATEK: (not clear)  
5                   (Several persons speaking over each  
6     other.)

7                   TRUSTEE/DIRECTOR MILLNER: Okay.

8                   MS. DEPEW: Well, it is -- end of  
9     month is like (not clear) --

10                  TRUSTEE RALLO: Yeah.

11                  MS. DEPEW: -- if they're  
12     terminated, by the end of the month.

13                  TRUSTEE RALLO: Yeah.

14                  (Several persons speaking over each  
15     other.)

16                  MS. DEPEW: Like at the end of the  
17     month.

18                  TRUSTEE/DIRECTOR MILLNER: It's not  
19     about (not clear) that's how it's covered.

20                  MS. DEPEW: (Not clear) at any  
21     other time, other than at the end of the month,  
22     because we've paid our premium.

23                  ATTORNEY KWIATEK: Right. Right.

24                  TRUSTEE/DIRECTOR MILLNER: I  
25     understand what you're saying.

1                   ATTORNEY KWIATEK:    which is not  
2    unusual, but different plans are different.  
3                   Like our plan, actually is 826 end  
4    of the year.  
5                   (All persons speaking over each other.)  
6                   TRUSTEE/DIRECTOR MILLNER:   End of  
7    the year --  
8                   MS. DEPEW:    End of the year,    I  
9    think.  
10                  Okay.    So, yes, I can ask --  
11                  (All persons speaking over each other.)  
12                  TRUSTEE/DIRECTOR MILLNER:    (not  
13    clear) -- until the first of the month.  
14                  TRUSTEE/DIRECTOR GANS:    All right.  
15    So we'll get back to you on -- on bullet point  
16    one.  
17                  On bullet point two, I recommend  
18    that we stay with these definitions.  
19                  ATTORNEY KWIATEK:    Okay.  
20                  TRUSTEE/DIRECTOR GANS:    All right.  
21                  Everyone's nodding their head yes.  
22                  TRUSTEE RALLO:    Yes.  
23                  TRUSTEE STACK:    I agree.  
24                  TRUSTEE/DIRECTOR GANS:    Okay.  
25                  Next?

1                   ATTORNEY KWIATEK: Replacement of  
2                   committee members.

3                   The draft VEBA, it was before we --  
4                   we worked for this, originally provided that  
5                   participant elected committee members who are  
6                   removed, or resign, should be replaced by a  
7                   majority of the remaining members.

8                   And we revised that to give  
9                   participants input into any replacement, because  
10                  we think that the way it was (not clear) didn't  
11                  (not clear) around the Missouri Statutes that  
12                  requires participants --

13                  TRUSTEE/DIRECTOR GANS:     So, --

14                  ATTORNEY KWIATEK:  -- to elect two  
15                  --

16                  TRUSTEE/DIRECTOR GANS:     -- can --

17                  ATTORNEY KWIATEK:  If it's --

18                  TRUSTEE/DIRECTOR GANS:     -- can --

19                  ATTORNEY KWIATEK:  -- I mean, if  
20                  it's -- if it's elect two only the very first  
21                  time and then never after the statute really  
22                  doesn't have much 'feeling'.

23                  TRUSTEE/DIRECTOR GANS:  Right. So,

24                  --

25                  ATTORNEY KWIATEK:  Okay.

1 TRUSTEE/DIRECTOR GANS: -- we think  
2 that you guys should pick among yourselves, --  
3 TRUSTEE RALLO: Yeah.  
4 TRUSTEE STACK: Yeah.  
5 TRUSTEE RALLO: For the replace-  
6 ment members.  
7 ATTORNEY KWIATEK: Yeah.  
8 TRUSTEE RALLO: Okay.  
9 TRUSTEE/DIRECTOR GANS: Otherwise,  
10 it'd be the remaining people we pick among ten  
11 participants and then that's not -- the idea is  
12 for you all to pick the people you want.  
13 TRUSTEE RALLO: Yeah. I -- I think  
14 that's --  
15 TRUSTEE STACK: Yeah.  
16 TRUSTEE RALLO: -- I think that's  
17 definitely okay. And that's the way it should be  
18 --  
19 TRUSTEE/DIRECTOR GANS: Okay. So  
20 make that change.  
21 ATTORNEY KWIATEK: Well, that's the  
22 way we drafted it.  
23 TRUSTEE/DIRECTOR GANS: Okay.  
24 ATTORNEY KWIATEK: So, we'll --  
25 TRUSTEE/DIRECTOR GANS: Okay.

1 ATTORNEY KWIATEK: -- leave it as  
2 drafted.

3 TRUSTEE RALLO: Yes.

4 ATTORNEY KWIATEK: Okay. Payment  
5 of expenses be -- again, the draft, before we  
6 made any changes, provided the possibility that  
7 the covered group might pay the VEBA  
8 administration expenses.

9 The -- the covered group is just  
10 the union group -- it's defined in there as -- as  
11 the union group.

12 So, we deleted that, because we  
13 didn't really think that that was gonna occur.

14 TRUSTEE/DIRECTOR GANS: To be the  
15 pension fund, the pension --

16 TRUSTEE RALLO: Participants?

17 ATTORNEY KWIATEK: Yeah.

18 TRUSTEE/DIRECTOR GANS: Not the  
19 participants.

20 ATTORNEY KWIATEK: Well, yeah.  
21 Right. The way --

22 TRUSTEE/DIRECTOR GANS: I guess  
23 the --

24 ATTORNEY KWIATEK: The way --

25 TRUSTEE/DIRECTOR GANS: -- the --



1                   (Three persons speaking over each  
2 other.)

3                   ATTORNEY KWIATEK: The way it was  
4 drafted --

5                   (Speaking over each other.)

6                   TRUSTEE/DIRECTOR GANS: It is --

7                   ATTORNEY KWIATEK: Yeah.

8                   TRUSTEE/DIRECTOR GANS: I guess it  
9 is the participants.

10                  ATTORNEY KWIATEK: It -- that's  
11 the way it was drafted, which was kind of  
12 strange.

13                  TRUSTEE/DIRECTOR GANS: Okay. So  
14 I agree with the change.

15                  TRUSTEE RALLO: I do.

16                  Adam?

17                  TRUSTEE STACK: Sounds good.

18                  ATTORNEY KWIATEK: Okay. The  
19 catastrophic medical.

20                  So we had some discussions, but  
21 didn't reach a final decision on this.

22                  We talked about, with the  
23 catastrophic medical in -- in there, you all were  
24 going to have to make medical determinations  
25 about whether or not someone was entitled to it.

1                   And I believe you said that no one  
2           has ever used the catastrophic medical?

3                   MS. DEPEW: That is correct. It's  
4           not even been something that's been acknowledged  
5           since I've been here. I didn't even know it  
6           existed.

7                   And I think we delved into the  
8           conversation --

9                   ATTORNEY KWIATEK: Yeah.

10                  MS. DEPEW: -- about making medical  
11           decisions.

12                  I mean, the gray areas, I -- I  
13           wanted to --

14                  TRUSTEE/DIRECTOR GANS: All right.  
15           Well, --

16                  ATTORNEY KWIATEK: So, -- so, we  
17           had talked about removing it and we drafted it to  
18           remove it, but we can add it back, probably, just  
19           for the changes, if you -- if you --

20                  TRUSTEE/DIRECTOR GANS: If we -- if  
21           we're leaving it in there, then we're going to  
22           have the first opportunity to appoint a new  
23           member of the Pension Board.

24                  (General laughter.)

25                  TRUSTEE/DIRECTOR MILLNER: And the

1 second.

2 TRUSTEE/DIRECTOR GANS: Those of  
3 you, who may remember, and I know there's only  
4 possibly one person who does, and she's recording  
5 the Minutes, that I'm on record multiple times,  
6 in the mid-2000's and around '05, '06, '07, about  
7 self-funded insurance and a Board making medical  
8 decisions, that is not in a position to do so.

9 You guys may have remembered that.

10 Anyway, no-way. And I --

11 TRUSTEE/DIRECTOR MILLNER: I agree.

12 TRUSTEE/DIRECTOR GANS: We don't  
13 want to get into that.

14 TRUSTEE/DIRECTOR MILLNER: No.

15 TRUSTEE STACK: No.

16 TRUSTEE RALLO: No. I'm not a  
17 doctor.

18 TRUSTEE/DIRECTOR GANS: Right.

19 TRUSTEE/DIRECTOR MILLNER: But, do  
20 play one on t.v.

21 TRUSTEE RALLO: No, I play one on  
22 an ambulance.

23 (General chuckles.)

24 ATTORNEY KWIATEK: Well, and you  
25 don't want to have to, you know, for something

1       that no one's ever used, you don't want to have  
2       to hire a medical director --

3                   TRUSTEE/DIRECTOR GANS:    Nope.

4                   ATTORNEY KWIATEK:    -- to make the  
5       decisions to weigh in and it's a --

6                   MS. DEPEW:   Well, in reading the --

7                   ATTORNEY KWIATEK:   (not clear)

8                   MS. DEPEW:       -- agreement, it's  
9       supposed to be catastrophic, because they cover  
10      medical expenses and when people submit for their  
11      claims,    regardless,   they're    given    their  
12      retirement benefits and submit their expenses.

13                   So, they never categorize them as  
14      catastrophic medical.

15                   ATTORNEY KWIATEK:   Right.

16                   MS. DEPEW:    So, --

17                   ATTORNEY KWIATEK:   It was a special  
18      distribution --

19                   MS. DEPEW:    Right.

20                   ATTORNEY KWIATEK:       -- that was  
21      allowed just for catastrophic, --

22                   TRUSTEE/DIRECTOR GANS:   Get rid of  
23      it.

24                   ATTORNEY KWIATEK:   -- out of -- out  
25      of the ordinary.   So, --

1 MS. DEPEW: All right.

2 ATTORNEY KWIATEK: Agree.

3 Okay. The post -- post retirement  
4 medical benefits.

5 The way we have it -- it was  
6 already saying that you all only wanted to  
7 reimburse post-retirement medical up to age 65.

8 But if that is not -- if you go  
9 beyond age 65, (not clear) we'll take out the age  
10 number.

11 MS. DEPEW: Yes. In -- in my  
12 experience, in my office, they go beyond the age  
13 of 65.

14 Regardless, if they have funds in  
15 there, in (not clear) accounts, regardless of  
16 their age, because (not clear) to the age of 65,  
17 they're still incurring expenses and they need to  
18 have dollars in that account.

19 TRUSTEE RALLO: Sure.

20 MS. DEPEW: They want the ability  
21 to pull that account down --

22 ATTORNEY KWIATEK: (not audible)

23 MS. DEPEW: -- for some of their  
24 expenses.

25 TRUSTEE RALLO: For no misunder-

1 standing, we'll just take that 65 out.

2 MS. DEPEW: Okay.

3 ATTORNEY KWIATEK: Okay.

4 TRUSTEE/DIRECTOR GANS: Wait. I'm

5 -- the way this is written, I want to make sure

6 that this says what Michelle just said.

7 So, Michelle, you said that we do

8 wish the post retirement medical benefits to go

9 beyond age 65.

10 MS. DEPEW: That's correct.

11 TRUSTEE/DIRECTOR GANS: And I

12 don't think that's what this says.

13 ATTORNEY KWIATEK: No, it doesn't.

14 We have to change that.

15 TRUSTEE/DIRECTOR GANS: Okay.

16 ATTORNEY KWIATEK: Yeah.

17 TRUSTEE/DIRECTOR GANS: All

18 right.

19 ATTORNEY KWIATEK: It does not say

20 that.

21 TRUSTEE/DIRECTOR GANS: It says

22 the opposite.

23 ATTORNEY KWIATEK: It says the

24 opposite.

25 TRUSTEE/DIRECTOR GANS: Okay.

1 ATTORNEY KWIATEK: Right.  
2 TRUSTEE/DIRECTOR GANS: All  
3 right.  
4 ATTORNEY KWIATEK: That was just a  
5 misunderstanding.  
6 TRUSTEE/DIRECTOR GANS: Thanks.  
7 ATTORNEY KWIATEK: On that. But it  
8 is one of the indemnity --  
9 MS. DEPEW: Indemnity accounts.  
10 ATTORNEY KWIATEK: Okay.  
11 MS. DEPEW: That's right.  
12 ATTORNEY KWIATEK: All right.  
13 MS. DEPEW: That's right.  
14 ATTORNEY KWIATEK: Okay.  
15 TRUSTEE STACK: What does that  
16 mean?  
17 MS. DEPEW: Just your account  
18 balance.  
19 TRUSTEE STACK: Oh, okay.  
20 MS. DEPEW: (not clear) any  
21 indemnity accounts.  
22 TRUSTEE STACK: Okay.  
23 ATTORNEY KWIATEK: Yeah. Which,  
24 we're not sure how that's --  
25 (Talking over each other.)

1 TRUSTEE RALLO: -- indemnity  
2 account, but, --  
3 ATTORNEY KWIATEK: It's what you'd  
4 get -- would get in severance if you're under a  
5 -- under retirement age --  
6 TRUSTEE RALLO: Oh.  
7 ATTORNEY KWIATEK: -- when you  
8 terminate, --  
9 TRUSTEE RALLO: Gotcha.  
10 ATTORNEY KWIATEK: -- versus having  
11 it stand and be used for retiring benefit.  
12 ATTORNEY KWIATEK: Gotcha.  
13 ATTORNEY KWIATEK: Okay?  
14 And the last bullet point is the  
15 disability benefits.  
16 And the plan language of the prior  
17 VEBA seemed to exclude participants who  
18 terminated employment following disability from  
19 eligibility for a severance benefit, but it's  
20 really having to match up.  
21 And that was if the termination  
22 happened before retirement age.  
23 But, basically, it was a -- you get  
24 one or the other.  
25 But, now, you've got the insurance



1       for the disability.

2                   TRUSTEE/DIRECTOR GANS:     Right.

3                   ATTORNEY KWIATEK:  So, the question

4       is, do you now want them to also be able to

5       receive the severance benefit as well as their

6       disability?

7                   TRUSTEE/DIRECTOR GANS:     I would

8       say yes.

9                   MS. DEPEW:    I would say yes, as

10      well.

11                  TRUSTEE RALLO:    Yes.  I agree.

12                  MS. DEPEW:    So, Jean, do you under

13      --

14                  TRUSTEE/DIRECTOR MILLNER:  I -- I

15      think I need clarification on that.

16                  MS. DEPEW:    Yeah, I think we have

17      a couple of --

18                  ATTORNEY KWIATEK:  It's just --

19                  (Speaking over each other.)

20                  MS. DEPEW:    (not clear.)

21                  TRUSTEE/DIRECTOR MILLNER:     (not

22      clear) attorney's clarification on that.

23                  ATTORNEY KWIATEK:  Okay.  There are

24      questions.

25                  So, let's say somebody terminates

1 employment prior to retirement age, as a result  
2 of a disability.

3 They're going to get their  
4 disability payments under your insurance.

5 TRUSTEE RALLO: Hm-hm.

6 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

7 ATTORNEY KWIATEK: And the question  
8 is, do they also get their indemnity account and  
9 severance?

10 TRUSTEE STACK: Absolutely.

11 TRUSTEE RALLO: Absolutely.

12 ATTORNEY KWIATEK: Okay.

13 TRUSTEE STACK: That's their money.

14 (Four persons talking over each other.)

15 TRUSTEE/DIRECTOR MILLNER: Yeah.

16 Agreed.

17 ATTORNEY KWIATEK: (not clear.)

18 TRUSTEE/DIRECTOR MILLNER: Yes, I  
19 agree with that.

20 MS. DEPEW: Yes. Otherwise it has  
21 to stay until they get to retirement age to start  
22 to use it.

23 TRUSTEE/DIRECTOR MILLNER: Right.

24 Well, --

25 TRUSTEE STACK: It goes against the

1 language of (not clear)

2 ATTORNEY KWIATEK: Well, they would

3 be -- if they're gone, they're gone, so, --

4 MS. DEPEW: They would forfeit --

5 ATTORNEY KWIATEK: No.

6 MS. DEPEW: -- their dollars if

7 they leave?

8 ATTORNEY KWIATEK: No, they don't

9 -- they don't forfeit.

10 TRUSTEE/DIRECTOR MILLNER: But, if

11 we don't give it to them, where does the

12 indemnity money go?

13 ATTORNEY KWIATEK: It -- it

14 would've been forfeited, so, --

15 TRUSTEE RALLO: Not with the

16 change.

17 ATTORNEY KWIATEK: -- that's (not

18 clear due to everyone speaking over each other.)

19 TRUSTEE/DIRECTOR MILLNER: They

20 shouldn't --

21 ATTORNEY KWIATEK: Right.

22 TRUSTEE/DIRECTOR MILLNER: -- have

23 to forfeit that.

24 ATTORNEY KWIATEK: Right.

25 TRUSTEE RALLO: (not clear)

1 TRUSTEE/DIRECTOR MILLNER: Okay.  
2 Agreed. Okay.  
3 Go on and (not understandable.)  
4 TRUSTEE RALLO: So what point is  
5 indemnity?  
6 TRUSTEE/DIRECTOR MILLNER: Hm-hm.  
7 TRUSTEE RALLO: Security?  
8 TRUSTEE STACK: Yeah.  
9 TRUSTEE RALLO: Exactly.  
10 TRUSTEE STACK: Hm-hm.  
11 TRUSTEE RALLO: Yeah.  
12 ATTORNEY KWIATEK: Now, at their  
13 retirement age, then it's just the retiring  
14 medical --  
15 TRUSTEE STACK: Exactly.  
16 ATTORNEY KWIATEK: -- part which  
17 is just, they left because of disability or not.  
18 MS. DEPEW: That's correct. Yeah.  
19 ATTORNEY KWIATEK: Okay.  
20 TRUSTEE STACK: Then they can only  
21 get the medical.  
22 MS. DEPEW: That's an automatic  
23 payment.  
24 ATTORNEY KWIATEK: Right.  
25 MS. DEPEW: Right. Yes.

1 TRUSTEE RALLO: Hm-hm.  
2 MS. DEPEW: Okay.  
3 ATTORNEY KWIATEK: So, we're gonna  
4 need to revise the draft for that, as well.  
5 So, we'll make those two revisions.  
6 Then, do you want to walk through  
7 the other changes?  
8 Do you not want to walk through it,  
9 on the redlining? The -- the --  
10 TRUSTEE RALLO: So, the -- it's  
11 the Word, or the pdf? I'm looking at the Word.  
12 ATTORNEY KWIATEK: The pdf is the  
13 redline.  
14 MS. DEPEW: It's the redline.  
15 Correct.  
16 TRUSTEE STACK: Okay.  
17 TRUSTEE/DIRECTOR GANS: That's why  
18 I'm not seeing it on the -- I have --  
19 MS. DEPEW: Do you want me to make  
20 copies of that, as well?  
21 TRUSTEE/DIRECTOR GANS: No.  
22 MS. DEPEW: I've got --  
23 ATTORNEY KWIATEK: I mean, I can  
24 forward it to you.  
25 TRUSTEE RALLO: I can forward it

1 to you, too. Fifty-one pages.  
2 ATTORNEY KWIATEK: Yeah.  
3 TRUSTEE RALLO: Don't print that  
4 out.  
5 TRUSTEE/DIRECTOR MILLNER: I can't  
6 find it here.  
7 Can you forward it to me, if you  
8 have it?  
9 ATTORNEY KWIATEK: You want me to  
10 send it to you?  
11 TRUSTEE/DIRECTOR MILLNER: Sure.  
12 ATTORNEY KWIATEK: Who else needs  
13 it?  
14 TRUSTEE/DIRECTOR GANS: So, I have  
15 it, right here.  
16 TRUSTEE/DIRECTOR MILLNER: What's  
17 the date on that one?  
18 TRUSTEE/DIRECTOR GANS: The 25<sup>th</sup>.  
19 ATTORNEY KWIATEK: It was also on  
20 the 22<sup>nd</sup>.  
21 TRUSTEE/DIRECTOR GANS: In that same  
22 email.  
23 TRUSTEE/DIRECTOR MILLNER: Oh.  
24 TRUSTEE/DIRECTOR GANS: It was --  
25 TRUSTEE/DIRECTOR MILLNER: Okay.

1 TRUSTEE/DIRECTOR GANS: -- an  
2 attachment on that email.  
3 TRUSTEE/DIRECTOR MILLNER: I'm not  
4 going to have it. All right.  
5 TRUSTEE/DIRECTOR GANS: (not  
6 clear)  
7 TRUSTEE/DIRECTOR MILLNER: I have  
8 a -- remember, I had a window of where I wasn't  
9 getting emails? It was during --  
10 ATTORNEY KWIATEK: Does --  
11 TRUSTEE/DIRECTOR MILLNER: -- that  
12 --  
13 ATTORNEY KWIATEK: -- anybody --  
14 TRUSTEE/DIRECTOR MILLNER: -- win-  
15 dow --  
16 ATTORNEY KWIATEK: -- else --  
17 TRUSTEE/DIRECTOR MILLNER: -- of  
18 time.  
19 ATTORNEY KWIATEK: -- need it?  
20 TRUSTEE/DIRECTOR GANS: No, I have  
21 it.  
22 ATTORNEY KWIATEK: All right.  
23 TRUSTEE/DIRECTOR GANS: But, --  
24 ATTORNEY KWIATEK: I'm sending this  
25 email --

1 TRUSTEE/DIRECTOR GANS: -- so, I  
2 went through this --  
3 ATTORNEY KWIATEK: -- out. If --  
4 TRUSTEE/DIRECTOR GANS: I went  
5 through this already.  
6 Did you guys go through this,  
7 already?  
8 TRUSTEE STACK: I did not.  
9 MS. DEPEW: (not clear)  
10 TRUSTEE/DIRECTOR GANS: Are you  
11 sure --  
12 TRUSTEE/DIRECTOR MILLNER: If you  
13 did, (not clear)  
14 (General chuckles.)  
15 TRUSTEE/DIRECTOR GANS: Are you  
16 sure you didn't go through it?  
17 (Everyone speaking at one time.)  
18 TRUSTEE/DIRECTOR GANS: Let me --  
19 so, -- and the reason I say that is, is there  
20 anything significant that you would want to -- us  
21 to look at, or, have -- have -- do those bullet  
22 points, the highlights of things that we should  
23 look at?  
24 ATTORNEY KWIATEK: Well, the other  
25 things that I think you should look at is the



1       "Cause" definition.

2                   TRUSTEE/DIRECTOR GANS:     Okay.

3                   ATTORNEY KWIATEK:   The termination

4       for "Cause," which is section 1.8.

5                   MS. DEPEW:   On page nine.

6                   TRUSTEE/DIRECTOR GANS: Yeah, that's

7       right where I was.

8                   (Three people speaking over each

9       other.)

10                  TRUSTEE/DIRECTOR GANS:     So you

11       added that section?

12                  ATTORNEY KWIATEK:   Yes.

13                  TRUSTEE/DIRECTOR GANS: Okay. Let's

14       take a second to read it.

15                  Does everyone see it?

16                  TRUSTEE STACK:   Hm-hm.

17                  TRUSTEE RALLO:    Yeah.

18                  TRUSTEE/DIRECTOR GANS:   Okay.

19                  TRUSTEE STACK:   Wait a minute.

20                  MS. DEPEW:   That's okay.

21                  Would it be easier if I told you --

22                  TRUSTEE RALLO:     That might be a

23       little easier.

24                  TRUSTEE/DIRECTOR GANS:   Well, let

25       me start by asking, is this a definition that --

1       that you came up with or you borrowed from other  
2       policies, or is this taking into consideration  
3       anything else, any other policies, Jamie?

4                   ATTORNEY KWIATEK: I do not believe  
5       we were provided any policies that had a  
6       definition of cause, or (not clear) or anything  
7       in it.

8                   So, I believe that this is -- this  
9       is just similar to those that we have used --

10                  TRUSTEE/DIRECTOR GANS: All right.  
11       So, --

12                  ATTORNEY KWIATEK: -- other clients.  
13       But, --

14                  TRUSTEE/DIRECTOR GANS: -- I think  
15       --

16                  ATTORNEY KWIATEK: But, that being  
17       said, we should tailor it to --

18                  TRUSTEE/DIRECTOR GANS: Yes.

19                  ATTORNEY KWIATEK: -- whatever  
20       your standard definition is. We just didn't have  
21       that.

22                  So, I think the decision was, just  
23       to put something in there as a starting place for  
24       your review.

25                  TRUSTEE/DIRECTOR GANS: So, Board

1 Members, I think that just like we discussed on  
2 these bullet points, we're asking for trouble if  
3 we have a different definition here than we have  
4 elsewhere in the policies that describe what  
5 "Cause" is.

6 TRUSTEE RALLO: Agreed.

7 TRUSTEE/DIRECTOR GANS: So, --

8 ATTORNEY KWIATEK: Do you have any  
9 policies that describe what "Cause" is?

10 MS. DEPEW: Not to my knowledge.

11 ATTORNEY KWIATEK: I believe that  
12 was where we should -- where we were.

13 MS. DEPEW: Not to my knowledge.

14 I have --

15 TRUSTEE/DIRECTOR GANS: Now, we do.

16 (Everyone speaking over each other.)

17 ATTORNEY KWIATEK: Do you have  
18 anything --

19 TRUSTEE RALLO: We do now.

20 ATTORNEY KWIATEK: Is there anything  
21 in the -- in the Collective Bargaining Agreement  
22 that defines "Cause"?

23 MS. DEPEW: Let me get it. I don't  
24 believe so, though.

25 TRUSTEE RALLO: Hmm, I don't

1 believe so.

2 TRUSTEE/DIRECTOR GANS: I can look.

3 MS. DEPEW: Let me get it, but I

4 don't believe so.

5 TRUSTEE/DIRECTOR GANS: I'm looking.

6 TRUSTEE STACK: So, you're saying,

7 any of these A through F causes are not -- their

8 balance is forfeited?

9 ATTORNEY KWIATEK: Yes. If they're

10 terminated for "Cause."

11 TRUSTEE STACK: I gotcha.

12 MS. DEPEW: I'm pretty sure that

13 answer is no.

14 And there was a -- there was an

15 internal effort on a handbook, do you -- is that

16 --

17 TRUSTEE/DIRECTOR GANS: None of that

18 work is finished.

19 MS. DEPEW: Okay. But, should we

20 -- if -- if it gets approved and moves forward,

21 should that include some of the things we include

22 here, since we've --

23 ATTORNEY KWIATEK: Well, --

24 MS. DEPEW: -- been (not clear).

25 I mean, --

1 ATTORNEY KWIATEK: Yeah.  
2 MS. DEPEW: Yeah.  
3 ATTORNEY KWIATEK: -- that -- that  
4 was kinda where we started --  
5 MS. DEPEW: Right.  
6 ATTORNEY KWIATEK: -- with all of  
7 this, was that there were certain provisions that  
8 we thought, like, medical leave and --  
9 MS. DEPEW: Correct. (Not clear)  
10 ATTORNEY KWIATEK: -- and all  
11 those policies, --  
12 MS. DEPEW: Yeah.  
13 ATTORNEY KWIATEK: -- that need to  
14 match up, --  
15 MS. DEPEW: Yeah.  
16 ATTORNEY KWIATEK: -- but you  
17 didn't have --  
18 MS. DEPEW: We don't. Yeah.  
19 ATTORNEY KWIATEK: -- those  
20 policies.  
21 MS. DEPEW: Yeah, we don't --  
22 ATTORNEY KWIATEK: So, --  
23 MS. DEPEW: -- have them.  
24 ATTORNEY KWIATEK: -- it was dif-  
25 ficult.

1 MS. DEPEW: Yeah.

2 TRUSTEE/DIRECTOR GANS: But,

3 Jamie, we don't have "Cause" now.

4 MS. DEPEW: Correct. We don't.

5 TRUSTEE/DIRECTOR GANS: And, I

6 know that you're -- it wouldn't be in here if you

7 weren't suggesting we have it.

8 ATTORNEY KWIATEK: Ah, I think it

9 was in the plan before. It just was out in

10 definition.

11 TRUSTEE/DIRECTOR GANS: Okay.

12 Well, so, that's still saying the same thing.

13 So, I'm taking a position here

14 that's kinda counter to my other position I have

15 with the Fire District, and that is as a Board of

16 Director's member, in saying that I'm gonna guess

17 that your Shop leaders are not going to be wild

18 about putting a definition of "Cause" in here.

19 TRUSTEE STACK: No. I would agree

20 with that.

21 TRUSTEE RALLO: I would agree with

22 that, as well.

23 ATTORNEY KWIATEK: So, we -- do you

24 want to go with it undefined and then it'll just

25 be --

1 TRUSTEE/DIRECTOR GANS: You know  
2 what? No, I don't think I want to go with it  
3 undefined, but, I think that we're, at this  
4 point, opening a can of worms that is beyond the  
5 scope of what we wanna do here.

6 So, if the -- we're making a --  
7 maybe not a great decision, but the reason we're  
8 making it, and -- and again, this is -- it goes  
9 contrary to what -- what I would normally be  
10 saying, --

11 MS. DEPEW: Exactly.

12 TRUSTEE/DIRECTOR GANS: -- but,  
13 I don't --

14 ATTORNEY KWIATEK: See, I would --

15 TRUSTEE/DIRECTOR GANS: -- I  
16 don't --

17 ATTORNEY KWIATEK: -- I would've  
18 --

19 TRUSTEE/DIRECTOR GANS: -- I  
20 don't --

21 ATTORNEY KWIATEK: -- thought they  
22 would want the definition, so they had some --

23 MS. DEPEW: No. It doesn't (not  
24 clear) to them.

25 ATTORNEY KWIATEK: So, -- I

1 understand that.

2 So, that they would have some (not  
3 clear) for -- for -- because, right now, you  
4 could apply it one way to one person and a  
5 different way to someone else, as long as you  
6 aren't violating any --

7 TRUSTEE/DIRECTOR GANS:  
8 Discrimination.

9 ATTORNEY KWIATEK: -- Title VII  
10 Discrimination --

11 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

12 ATTORNEY KWIATEK: -- rules.

13 I would -- I would've thought they  
14 wanted -- would've wanted some security and --

15 TRUSTEE/DIRECTOR GANS: You know  
16 what?

17 ATTORNEY KWIATEK: -- a uniform --

18 TRUSTEE/DIRECTOR GANS: There's  
19 times when both sides want it and both sides  
20 don't. We've, --

21 TRUSTEE RALLO: Hm-hm.

22 TRUSTEE/DIRECTOR GANS: -- in the  
23 -- in the course of the history of the history,  
24 you know, and as you can imagine, there's times  
25 when we're glad we do; one side's glad we do, the



1 other side wishes that we did -- or that we don't  
2 have it.

3 TRUSTEE/DIRECTOR MILLNER: And then  
4 it slips.

5 TRUSTEE/DIRECTOR GANS: So, it --  
6 it pains me to say leave it undefined.

7 ATTORNEY KWIATEK: Okay.

8 TRUSTEE/DIRECTOR GANS: And we  
9 may revisit this, if we end up with definitions  
10 in policies, procedures, and -- and/or Collective  
11 Bargaining.

12 But, right now, we don't have it  
13 defined anywhere.

14 This is not the place to start.

15 ATTORNEY KWIATEK: Okay. I'll take  
16 it out.

17 TRUSTEE/DIRECTOR GANS: Okay.

18 TRUSTEE RALLO: Thank you, Rick.

19 TRUSTEE/DIRECTOR GANS: Okay.

20 ATTORNEY KWIATEK: Okay, (one word  
21 not clear) compensation definition, the change  
22 has been made, or to match it to your retirement  
23 plan. Yep.

24 So, again, that's just tying your  
25 plans together.

1                   We already talked about the age 26,  
2     the early retirement.

3                   TRUSTEE/DIRECTOR GANS:     What --  
4     where does this amount come from?   This two-  
5     eighty -- 280,000?

6                   ATTORNEY KWIATEK:   Statutory.

7                   TRUSTEE/DIRECTOR GANS:     Okay.  
8     That's a good price --

9                   ATTORNEY KWIATEK:   The IRS said --

10                  MS. DEPEW:   (not clear)

11                  ATTORNEY KWIATEK:   -- that's the  
12     compensation limit, every year, it's -- it --  
13     unless there's no cost of living increase, it  
14     changes every year.

15                  I -- I don't know that I've ever  
16     seen that one not move a little bit.

17                  And they move it in \$5,000.00 a  
18     month.

19                  TRUSTEE/DIRECTOR GANS:   All right.  
20     I think that we're a good employer and we pay our  
21     employees handsomely, but we don't pay 'em this  
22     handsomely.   So we --

23                  ATTORNEY KWIATEK:   That's okay.

24     That was (not understood.)   So, --

25                  (General laughter.)

1 ATTORNEY KWIATEK: Of course --  
2 (Continued laughter.)  
3 ATTORNEY KWIATEK: (Speaking over  
4 laughter.)  
5 TRUSTEE/DIRECTOR GANS: You're  
6 working on that?  
7 (Continued laughter.)  
8 TRUSTEE/DIRECTOR MILLNER: My next  
9 six years oughta be fun.  
10 TRUSTEE/DIRECTOR GANS: We -- we  
11 -- let's negotiate.  
12 Yeah, let -- let's fix that CBA  
13 right here, right now.  
14 (General laughter)  
15 TRUSTEE/DIRECTOR GANS: And we'll  
16 put cars in --  
17 MS. DEPEW: If that's the case, I'm  
18 joining the Union.  
19 (General laughter.)  
20 MS. DEPEW: If that's how this  
21 works.  
22 TRUSTEE/DIRECTOR MILLNER: That  
23 goes with you.  
24 TRUSTEE/DIRECTOR GANS: So, I'm  
25 fine with this, tying it to --

1 ATTORNEY KWIATEK: Okay.

2 TRUSTEE/DIRECTOR GANS: Yeah.

3 ATTORNEY KWIATEK: So, -- okay.

4 TRUSTEE/DIRECTOR GANS: Yeah, I

5 think this is fine.

6 TRUSTEE RALLO: Hm-hm.

7 TRUSTEE STACK: I don't see any

8 violations (not clear)

9 ATTORNEY KWIATEK: Employee, --

10 that -- so we just (not clear) all that, because

11 the way the draft is written, it only -- it only

12 included the Union employees and it (not clear)

13 that the staff is covered by the plan, as well.

14 MS. DEPEW: Okay.

15 TRUSTEE/DIRECTOR GANS: Okay.

16 ATTORNEY KWIATEK: One more time

17 that we talked about disability, really, we just

18 went -- we -- we made it clear that it's tied to

19 the insurance carrier -- the -- the carrier and

20 then for disparity prior to June, 2004, which was

21 before you added -- got insurance for your

22 disability that we're referring back to the old

23 definition.

24 Disability is all this --

25 So, the appointment of

1 administrator, this is --

2 TRUSTEE/DIRECTOR GANS: What page  
3 are you on?

4 MS. DEPEW: Page 7.

5 ATTORNEY KWIATEK: I was just going  
6 to say, this is 2.2 on page 7 of the redline.

7 MS. DEPEW: Thank you.

8 ATTORNEY KWIATEK: This, we  
9 changed, so that it actually mirrors the law,  
10 which it did not previously do.

11 TRUSTEE/DIRECTOR GANS: Okay.

12 ATTORNEY KWIATEK: So.

13 TRUSTEE/DIRECTOR GANS: We can  
14 eliminate the fiduciary education in here, too?  
15 (General laughter.)

16 ATTORNEY KWIATEK: Well, no. But,  
17 --

18 TRUSTEE/DIRECTOR GANS: Okay.

19 ATTORNEY KWIATEK: But it doesn't  
20 say how you have to get that education.

21 TRUSTEE/DIRECTOR GANS: Oh, I  
22 know.

23 ATTORNEY KWIATEK: All right?  
24 So, -- all right. Indemnity --

25 TRUSTEE/DIRECTOR GANS: Well, let

1 me -- let me stop you for a second.

2 ATTORNEY KWIATEK: All right.

3 TRUSTEE/DIRECTOR GANS: Because  
4 we don't actually follow "little" two.

5 ATTORNEY KWIATEK: I'm sorry?

6 TRUSTEE/DIRECTOR GANS: We don't  
7 actually follow "little" two. We -- this says,  
8 on here, the District will select two other  
9 participants of -- of -- from among three.

10 ATTORNEY KWIATEK: Hm-hm.

11 TRUSTEE/DIRECTOR GANS: So, we  
12 don't really do that. We just take whoever they  
13 give us and it's working out pretty well.

14 First of all, it only changed once  
15 in the whole time I've ever been here.

16 (General chuckles.)

17 TRUSTEE/DIRECTOR GANS: And I  
18 like the current two way better than the previous  
19 two.

20 And I just said that on the record,  
21 but they're now gone, --

22 MS. DEPEW: Outline.

23 TRUSTEE/DIRECTOR GANS: -- so  
24 it's fine.

25 MS. DEPEW: That is outlined.

1 TRUSTEE/DIRECTOR GANS: All  
2 right. This -- so, Jamie, I say that, because  
3 the way we do it, which may be contrary -- I  
4 think it's contrary to the law. Is their --

5 ATTORNEY KWIATEK: It is.

6 TRUSTEE/DIRECTOR GANS: We're  
7 supposed to be presented with some choices and  
8 then we pick.

9 ATTORNEY KWIATEK: Hm-hm.

10 TRUSTEE/DIRECTOR GANS: So, --

11 ATTORNEY KWIATEK: This -- this  
12 mirrors your statute.

13 TRUSTEE/DIRECTOR GANS: Okay, so,  
14 I guess, leave it, because we --

15 TRUSTEE STACK: The redline, I  
16 guess, 2.2 (b) the number Two that's crossed out,  
17 that's more how it gets done.

18 But, yeah, if it's not by the law,  
19 then --

20 TRUSTEE/DIRECTOR GANS: If we  
21 ever go back and redo it, we can redo -- we end  
22 at the same place anyway.

23 TRUSTEE STACK: Because we have to  
24 --

25 ATTORNEY KWIATEK: You can just ask

1       --

2                   (Three persons speaking over each  
3 other.)

4                   TRUSTEE STACK: We actually were  
5 elected by the members and --

6                   TRUSTEE RALLO: Yeah. Yeah, by  
7 the --

8                   TRUSTEE/DIRECTOR GANS: But, you  
9 didn't come with three of you and we picked two  
10 of you.

11                   TRUSTEE RALLO: That's true.  
12 There are, I think, --

13                   TRUSTEE STACK: (not clear) was the  
14 third.

15                   TRUSTEE RALLO: Yeah, wasn't (not  
16 clear) as well?

17                   TRUSTEE STACK: Justin Perkins.

18                   TRUSTEE RALLO: Justin Perkins.  
19 That's right.

20                   ATTORNEY KWIATEK: I mean, the --  
21 the point is, if they only elect two, then you  
22 would select those two. Right?

23                   TRUSTEE STACK: Right.

24                   TRUSTEE RALLO: Right.

25                   ATTORNEY KWIATEK: You can't (not



1 clear) and select three and have you choose one.

2 So, I would leave this, because  
3 it's the statutory way, --

4 TRUSTEE RALLO: Hm-hm.

5 TRUSTEE/DIRECTOR GANS: Okay.

6 ATTORNEY KWIATEK: -- and then if  
7 it's -- if they don't come to you with three, it  
8 makes that easy.

9 TRUSTEE/DIRECTOR GANS: And  
10 there's no -- nothing in the statute that has to  
11 be revisited with any frequency, is there?

12 ATTORNEY KWIATEK: No.

13 TRUSTEE/DIRECTOR GANS: Okay.  
14 Got it.

15 ATTORNEY KWIATEK: All right. The  
16 second, 2.4 on page 9 is an indemnification for  
17 the administrator -- was it two guys.

18 We kinda thought that was an  
19 important position to have in there.

20 TRUSTEE/DIRECTOR GANS: Yeah.

21 ATTORNEY KWIATEK: It was not,  
22 previously.

23 We, also, added in 2.5, just your  
24 ability to rely on -- on, basically, to rely on  
25 your advisors.

1 TRUSTEE RALLO: Hm-hm.

2 TRUSTEE/DIRECTOR GANS: Hm-hm.

3 ATTORNEY KWIATEK: And the infor-  
4 mation that you're getting.

5 TRUSTEE RALLO: Hm-hm.

6 ATTORNEY KWIATEK: Claims pro-  
7 cedures, we cleaned up quite a bit.

8 I believe what we did, because in  
9 most cases, while you're not subject to 'ERISA,'  
10 you have followed the --

11 TRUSTEE/DIRECTOR GANS: We act  
12 like we are.

13 TRUSTEE RALLO: Hm-hm.

14 ATTORNEY KWIATEK: Yeah. So, we  
15 just -- we took the -- we updated it, because  
16 there's been a lot of changes over the years to  
17 the 'ERISA' claims procedure, so we updated that.

18 So, in 3.5 and 3.6, on page 14,  
19 these were provisions that you had had, before  
20 and that were removed for some reason, in your --  
21 in the draft that we reviewed.

22 So we just added them back.  
23 There's good rules to have in there. So what we  
24 -- how you treat somebody, when they're rehired  
25 and what happens -- when did they stop

1 participating?

2 So, we wanted those back in.

3 TRUSTEE/DIRECTOR MILLNER: Okay.

4 ATTORNEY KWIATEK: We put in 4.1 --  
5 it says that the amount is that -- as provided in  
6 the CBA and we put "or as may otherwise be  
7 required to fund benefits" -- you see 4.1 on page  
8 14?

9 TRUSTEE/DIRECTOR GANS: Yes.

10 ATTORNEY KWIATEK: Be -- because,  
11 again, it's not just for CBA employees who are  
12 covered by this.

13 TRUSTEE RALLO: For people who  
14 aren't under the CBA?

15 ATTORNEY KWIATEK: Right. So, --

16 MS. DEPEW: And there's not a (not  
17 clear) in CBA.

18 ATTORNEY KWIATEK: Okay.

19 MS. DEPEW: But they were (not  
20 clear) CBA.

21 ATTORNEY KWIATEK: All right.

22 MS. DEPEW: They vote on that (not  
23 clear) every year.

24 (Speaking over each other.)

25 ATTORNEY KWIATEK: Okay.

1 MS. DEPEW: Vesting?  
2 ATTORNEY KWIATEK: Vesting on -- in  
3 4.2 on page 15, --  
4 MS. DEPEW: Hm-hm.  
5 ATTORNEY KWIATEK: That just makes  
6 it clear. It -- it reiterates the -- the for-  
7 cause, --  
8 MS. DEPEW: Right.  
9 ATTORNEY KWIATEK: -- forfeiture,  
10 which was already in -- in the for -- it was in  
11 your old document, --  
12 TRUSTEE/DIRECTOR GANS: Yeah.  
13 ATTORNEY KWIATEK: -- but it  
14 didn't get picked up in the restatement, --  
15 TRUSTEE RALLO: Oh.  
16 ATTORNEY KWIATEK: -- so we added  
17 it back.  
18 I believe that --  
19 TRUSTEE RALLO: Okay.  
20 ATTORNEY KWIATEK: -- was the  
21 case.  
22 TRUSTEE RALLO: (not audible)  
23 ATTORNEY KWIATEK: I'm trying to  
24 remember.  
25 TRUSTEE/DIRECTOR GANS: Wait.

1 I'm okay. I just wanna point out. I'm okay with  
2 this. This doesn't define Cause. It just --

3 ATTORNEY KWIATEK: No. Right.

4 TRUSTEE/DIRECTOR GANS: And these  
5 --

6 ATTORNEY KWIATEK: But Cause was  
7 defined elsewhere and it is a capital C., so we  
8 will drop that to a lower case C.

9 TRUSTEE/DIRECTOR GANS: Right.

10 ATTORNEY KWIATEK: So, -- just a  
11 minute. Let me see.

12 Well, -- yeah, so in 4.6, on page  
13 16, to Michelle's point, the CBA doesn't say and  
14 it was requiring contributions and funding for  
15 the CBA, so we just put a stop-gap in there that  
16 says, if it doesn't say, then this is what you're  
17 -- you're going to do.

18 TRUSTEE/DIRECTOR GANS: Okay. In  
19 which -- and --

20 ATTORNEY KWIATEK: Got it?

21 TRUSTEE/DIRECTOR GANS: -- and  
22 what we're going to do is what we do now.

23 MS. DEPEW: Right.

24 ATTORNEY KWIATEK: You're right.  
25 Right. Exactly.

1                   Okay. On the severance, --  
2                   No. This should be for death  
3   benefits. Page 5.5 --  
4                   TRUSTEE RALLO: (not clear)  
5                   (Speaking over each other.)  
6                   ATTORNEY KWIATEK: (not clear) --  
7   we got payment and I'm (not clear) this (not  
8   clear) for the first calendar year, following  
9   death, basically, a tax provision.  
10                  TRUSTEE/DIRECTOR GANS: Okay.  
11                  TRUSTEE RALLO: (not clear)  
12                  (Speaking over each other.)  
13                  ATTORNEY KWIATEK: (not clear) sum.  
14   Because you've never done anything but the (not  
15   clear)  
16                  (Speaking over each other.)  
17                  MS. DEPEW: That's correct. We  
18   don't -- yeah. No. (Not clear) where you can  
19   spend three or four, or (not clear)  
20                  In my opinion, the death benefits  
21   are not taxable.  
22                  ATTORNEY KWIATEK: They're probably  
23   (not clear)  
24                  MS. DEPEW: Okay. Yeah.  
25                  (Speaking over each other.)

1                   ATTORNEY KWIATEK:     It's just a  
2     timing thing.  
3                   MS. DEPEW:        Okay.     I'm just  
4     wondering.  
5                   ATTORNEY KWIATEK:   (not clear)  
6                   MS. DEPEW:     Okay.  
7                   ATTORNEY KWIATEK:   And she don't  
8     want to follow them forever and a day.  
9                   MS. DEPEW:   (not clear)  
10                  ATTORNEY KWIATEK:   And -- and --  
11                  MS. DEPEW:   No.   No.  
12                  ATTORNEY KWIATEK:   And -- and there  
13     are certain rules under dif -- it's kind of --  
14     I'm saying this (not clear) complicated --  
15                  MS. DEPEW:   Understood.  
16                  ATTORNEY KWIATEK:   -- on death --  
17                  MS. DEPEW:   (not clear)  
18                  ATTORNEY KWIATEK:   (not clear) for  
19     the March 15<sup>th</sup>.  
20                  MS. DEPEW:   Understood.  
21                  ATTORNEY KWIATEK:   Okay?  
22                  MS. DEPEW:   Okay.   Understood.  
23  
24                  ATTORNEY KWIATEK:   Okay.   Six-  
25     point-two, the maximum severance pay benefit, we

1       added -- this is the one where -- (not clear) we  
2       could stop doing the circular, there's always  
3       earnings left?

4                       MS. DEPEW:   Yes.

5                       ATTORNEY KWIATEK:   We put in that  
6       --

7                       TRUSTEE/DIRECTOR GANS:   That's --

8                       ATTORNEY KWIATEK:   (not clear)

9                       (Three people speaking over each  
10      other.)

11                      TRUSTEE/DIRECTOR GANS:               --  
12      ridiculous.

13                      ATTORNEY KWIATEK:   (not clear)

14                      MS. DEPEW:   Yes.

15                      ATTORNEY KWIATEK:   (not clear) Oh,  
16      yeah.

17                      So, that takes care of that one.

18                      And, then, again, you'll -- you'll  
19      see the March 15<sup>th</sup> date several places in that,  
20      just to comply with (not clear) A.

21                      And then we -- the post retirement  
22      medical, that one, we have to change back, on  
23      page -- 7.1 on page 19.

24                      Because that's where we limited it  
25      to 65 --



1 TRUSTEE RALLO: (not clear)  
2 ATTORNEY KWIATEK: -- so we were  
3 on --  
4 TRUSTEE RALLO: (not clear)  
5 MS. DEPEW: (not clear)  
6 ATTORNEY KWIATEK: And then you --  
7 you can see on the next page where we took out  
8 the catastrophic medical.  
9 TRUSTEE/DIRECTOR MILLNER: Okay.  
10 ATTORNEY KWIATEK: And I'm just  
11 skipping over my notes, to clean up things.  
12 We had talked about, before, in 7.3  
13 on page 21, giving them, for medical expenses, a  
14 year to submit them.  
15 So, that's --  
16 TRUSTEE/DIRECTOR MILLNER: Hm-hm.  
17 ATTORNEY KWIATEK: -- still (not  
18 clear) there.  
19 TRUSTEE/DIRECTOR GANS: Okay.  
20 MS. DEPEW: Yeah. And that's more  
21 (one word not clear) than customary. Some of  
22 them come in and have a year (not clear)  
23 ATTORNEY KWIATEK: So we don't want  
24 it to go outside --  
25 MS. DEPEW: No, because it's been

1 unlimited, like someone may challenge this to two  
2 years and I've got two years (not clear) and why  
3 not?

4 ATTORNEY KWIATEK: So it's hard to  
5 go back and verify data that's that old and --

6 MS. DEPEW: (not clear)  
7 (Speaking over each other.)

8 ATTORNEY KWIATEK: -- get anything  
9 from the provider that you might need, --

10 MS. DEPEW: (not clear)

11 ATTORNEY KWIATEK: -- and it just  
12 -- it makes it very, very difficult.

13 MS. DEPEW: Yeah.

14 TRUSTEE/DIRECTOR MILLNER: So, one  
15 year is customary?

16 ATTORNEY KWIATEK: Yes.

17 MS. DEPEW: Hm-hm.

18 ATTORNEY KWIATEK: One year -- one  
19 year is very common.

20 TRUSTEE/DIRECTOR MILLNER: Great.  
21 And the next one is -- oh, the whole disability  
22 section, which is Article VIII, on page 25, we  
23 went back to the plan, your rule, to say that  
24 pre-2004, that date in 2004, here's how we  
25 determine it and then after that it's just the

1 insurance.

2 For some reason, that didn't get  
3 picked up, --

4 TRUSTEE/DIRECTOR GANS: Okay.

5 ATTORNEY KWIATEK: -- when -- when  
6 you restated the -- the plan.

7 So that's a lot of pages.

8 TRUSTEE RALLO: Yeah. That's --  
9 yeah.

10 ATTORNEY KWIATEK: Yeah. It just  
11 basically says we're using the old "bill" for  
12 those and, right, that's a lot of pages.

13 TRUSTEE/DIRECTOR GANS: Yeah.

14 ATTORNEY KWIATEK: That was a big  
15 part of that. And that goes on -- ooo, --

16 Okay. Educational assistance  
17 benefit on page 36, 9.2, we just added the  
18 requirements for proper documentation.

19 Nine-point-four, on page 37 is that  
20 when the coverage is going to stop.

21 TRUSTEE/DIRECTOR GANS: Okay.

22 TRUSTEE RALLO: Out to --

23 ATTORNEY KWIATEK: Yeah, benefits  
24 would stop. It's not that --

25 TRUSTEE/DIRECTOR MILLNER: It's

1 logical.

2 ATTORNEY KWIATEK: We took out this  
3 time of segregation or distribution, --

4 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

5 ATTORNEY KWIATEK: -- because we  
6 have -- we put in the other rules and March 15<sup>th</sup>  
7 rules -- this kind of segregation actually  
8 didn't comply, this (not clear)

9 TRUSTEE/DIRECTOR MILLNER: Okay.

10 ATTORNEY KWIATEK: We took that  
11 out.

12 That could've been a problem under  
13 (not clear).

14 And then under the plan, by the  
15 District, we wanted it clear that anything that  
16 was already funded, or approved, couldn't -- this  
17 is -- I'm sorry, 11.1 on page 38, --

18 TRUSTEE RALLO: Okay.

19 ATTORNEY KWIATEK: -- could not be  
20 forfeited by the District.

21 TRUSTEE RALLO: Okay.

22 ATTORNEY KWIATEK: All right? You  
23 can't amend it to take away benefits, basically.

24 TRUSTEE RALLO: All right.

25 ATTORNEY KWIATEK: I'll put it that

1 way.

2 TRUSTEE RALLO: That's good.

3 ATTORNEY KWIATEK: Maybe all the  
4 really major changes -- yeah. The rest of it's  
5 just minor clean-up.

6 So, that's pretty much it.

7 TRUSTEE/DIRECTOR MILLNER: (not  
8 clear.)

9 TRUSTEE/DIRECTOR GANS: So you need  
10 -- you need to revise in accordance with the  
11 decisions we made tonight, bring it back to the  
12 next meeting for us to adopt?

13 ATTORNEY KWIATEK: Yes.

14 TRUSTEE/DIRECTOR GANS: Okay.

15 MS. DEPEW: Perfect.

16 TRUSTEE/DIRECTOR MILLNER: Fine.

17 TRUSTEE RALLO: That'll work.

18 TRUSTEE/DIRECTOR GANS: All  
19 right. Next topic.

20 What is, -- we had one more big  
21 thing, or a pretty big thing, didn't we?

22 Hold on.

23 MS. DEPEW: On this tax matter, I  
24 did out emails, to give you guys some update on  
25 the severance checks that went out.

1 TRUSTEE RALLO: Hm-hm.  
2 MS. DEPEW: (not clear) some  
3 questions back (not clear)  
4 TRUSTEE/DIRECTOR GANS: All  
5 right. So, we're talking about individuals.  
6 Let's hold that for Closed.  
7 ATTORNEY KWIATEK: Back into  
8 Closed.  
9 MS. DEPEW: Okay.  
10 TRUSTEE/DIRECTOR GANS: Because  
11 that is -- that is the other thing.  
12 ATTORNEY KWIATEK: Yes.  
13 MS. DEPEW: That's the other thing.  
14 TRUSTEE/DIRECTOR GANS: Am I  
15 right? I mean, is there anything that we have?  
16 We have financial advisor and we have --  
17 MS. DEPEW: Yeah.  
18 TRUSTEE/DIRECTOR GANS: -- what  
19 Michelle just talked about.  
20 MS. DEPEW: The update.  
21 TRUSTEE/DIRECTOR GANS: All  
22 right.  
23 ATTORNEY KWIATEK: The tax matters.  
24 MS. DEPEW: Hm-hm.  
25 TRUSTEE STACK: And that was B.,

1       when we first   started introducing the agenda?  
2                       That was B., when you said we're  
3       going to hold off for a Closed?  
4                       MS. DEPEW:   Yes.  
5                       TRUSTEE/DIRECTOR GANS:       Yeah,  
6       that's a --  
7                       TRUSTEE STACK:   Okay.  
8                       TRUSTEE/DIRECTOR GANS:       That's  
9       item C., B., and it's also item E., B.  
10                      ATTORNEY KWIATEK:   But you also  
11       said item B., on here, you wanted to discuss in  
12       Closed.  
13                      TRUSTEE/DIRECTOR GANS:       Yes.  
14                      TRUSTEE/DIRECTOR MILLNER:   Hm-hm.  
15                      TRUSTEE STACK:   Well, there's two  
16       different --  
17                      ATTORNEY KWIATEK:       So   there's  
18       three.  
19                      TRUSTEE/DIRECTOR GANS:       So,  
20       there's -- there's C. B. And E.B.  
21                      ATTORNEY KWIATEK:       I   --   I  
22       understand. But there's also regular B.  
23                      TRUSTEE/DIRECTOR GANS:       Oh.  
24                      MS. DEPEW:   We're going to --  
25                      ATTORNEY KWIATEK:   In category, --

1 TRUSTEE STACK: Yeah.

2 ATTORNEY KWIATEK: -- that you

3 wanted to defer that to Closed.

4 TRUSTEE RALLO: I didn't hear

5 that.

6 TRUSTEE/DIRECTOR GANS: I didn't

7 say that.

8 TRUSTEE STACK: Glad to be --

9 (Speaking over each other.)

10 TRUSTEE RALLO: I think he meant

11 C. B.

12 ATTORNEY KWIATEK: Yeah.

13 TRUSTEE/DIRECTOR GANS: So, I

14 meant --

15 ATTORNEY KWIATEK: Oh, okay.

16 TRUSTEE/DIRECTOR MILLNER: (not

17 clear)

18 (Speaking over each other.)

19 TRUSTEE/DIRECTOR GANS: These are

20 Michelle's agendas.

21 She did --

22 (Speaking over each other.)

23 TRUSTEE/DIRECTOR GANS: She's

24 great -- she's great at a lot of things. She's

25 not great at agendas.



1 MS. DEPEW: Well, I didn't even  
2 know when to do this.

3 ATTORNEY KWIATEK: What does C.  
4 mean?

5 TRUSTEE/DIRECTOR GANS: You know  
6 what? The things you're good at, stay good at.  
7 This doesn't matter.

8 TRUSTEE RALLO: I think this is an  
9 opening to discuss anything we need to discuss.

10 TRUSTEE/DIRECTOR GANS: All  
11 right.

12 ATTORNEY KWIATEK: Right.

13 TRUSTEE/DIRECTOR GANS: So the  
14 tentative agenda of tonight's meeting calls for  
15 a Closed Meeting.

16 And I don't have the card here.

17 MS. DEPEW: It should be. You have  
18 an agenda right next to you.

19 TRUSTEE/DIRECTOR GANS: Well, I  
20 know, but --

21 TRUSTEE/DIRECTOR MILLNER: It's a  
22 little cheat-sheet.

23 MS. DEPEW: I know, but there's the  
24 written -- on it.

25 TRUSTEE/DIRECTOR MILLNER: Oh, oh,

1 oh. It's there.

2 MS. DEPEW: It's on the Closed  
3 agenda.

4 TRUSTEE/DIRECTOR MILLNER: Yeah.

5 TRUSTEE/DIRECTOR GANS: Oh, I --  
6 all right. It doesn't have statute number.  
7 Oh, yeah, it does. Here it is.  
8 Never mind.

9 So, at this time I make a motion to  
10 go into Closed session pursuant to Missouri  
11 Revised Statute 610.021, One, Litigation and  
12 Legal and that's it.

13 Do I hear a second?

14 TRUSTEE RALLO: Second.

15 TRUSTEE/DIRECTOR GANS: Dis-  
16 cussion?

17 (No response.)

18 TRUSTEE/DIRECTOR GANS: All in  
19 favor?

20 TRUSTEE STACK: Aye.

21 TRUSTEE RALLO: Aye.

22 TRUSTEE/DIRECTOR MILLNER: Aye.

23 TRUSTEE/DIRECTOR GANS: Aye.

24 Wow.

25 (General chuckles.)

1 TRUSTEE/DIRECTOR GANS: We're off  
2 the record.

3 We're in Closed.

4 (Whereupon, at 8:45 P.M., the Board  
5 voted to go into a Closed Meeting.

6 Please note that the foregoing  
7 Minutes were record by the Monarch Fire  
8 Protection District and transcribed by Virginia  
9 L. Long.)  
10

11 **NOTE:** *After the Closed Meeting, the Board*  
12 *returned to the Open Meeting with the following*  
13 *Minutes taken by Attorney Kwiatek.*  
14

15 "Motion to engage Genex and  
16 Empower, respectively, as financial advisor and  
17 record keeper for the retirement plans and the  
18 VEBA, subject to obtaining favorable references  
19 for Genex, with final approval to be by email.

20 "The motion was made by Director  
21 Gans, seconded by Director (sic) Stack, and  
22 unanimously approved.

23 "Director Gans made a motion at  
24 9:18 pm to end the closed meeting and return to  
25 the open meeting. Director (sic) Stack seconded

1 the motion, and it was unanimously approved."

2

3 (Per email, attached to the Original  
4 hard copy of these Minutes, from Attorney  
5 Kwiatek, and may be viewed at the Monarch Fire  
6 Protection District Headquarters.)

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