

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

THURSDAY, MAY 30, 2019

VIRGINIA L. LONG
Court Reporting Services

314.603.2287

email: vlong38@yahoo.com

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THURSDAY, MAY 30, 2019

Chesterfield, Missouri

May 30, 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 Thursday, May 30, 2019 following a 2:00 P.M. Closed Meeting, 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)

Virginia L. Long
Court Reporter
314.603.2287

(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 and
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 2:40 P.M.

3 TRUSTEE/DIRECTOR GANS: I will call
4 to order, the Pension Board Meeting of the
5 Monarch Fire Protection District Board of
6 Directors.

7 And in following the agenda, under
8 New Business, we need to approve Meeting Minutes.
9 Hit it.

10 TRUSTEE/DIRECTOR MILLNER: All
11 right.

12 I call for the approval of the --
13 hold on, I've got to say it the right way.

14 I call for the approval of the Open
15 Meeting of the Pension Board of April 17th, 2019.

16 TRUSTEE/DIRECTOR GANS: I will
17 second that motion.

18 Is there any discussion?

19 (No response.)

20 TRUSTEE/DIRECTOR GANS: All in
21 favor?

22 TRUSTEE RALLO: Aye.

23 TRUSTEE STACK: Aye.

24 TRUSTEE/DIRECTOR MILLNER: Aye.

25 TRUSTEE/DIRECTOR GANS: Aye.

1 Motion passes four to nothing.

2 Yes, I should note here, obviously,
3 Director Harris is not able to attend this
4 meeting.

5 All right. The next item we have
6 is Financial Advisor Record Keeping Update.

7 And, I have let Jamie know that I
8 regret that I haven't read everything I should
9 have.

10 I hope everyone else has read every
11 word of everything.

12 (General chuckles.)

13 TRUSTEE/DIRECTOR GANS: And I
14 don't see anybody nodding their head yes.

15 MS. DEPEW: I have.

16 TRUSTEE/DIRECTOR GANS: However,
17 -- Michelle, I know, has; we're going to ask
18 Jamie to completely guide us through this whole
19 process.

20 ATTORNEY KWIATEK: So, some of
21 these sheets just stopped this morning, so
22 there's --

23 TRUSTEE/DIRECTOR GANS: It doesn't
24 matter.

25 ATTORNEY KWIATEK: It's --

1 TRUSTEE/DIRECTOR GANS: I
2 wouldn't --
3 ATTORNEY KWIATEK: I'm just --
4 TRUSTEE/DIRECTOR GANS: -- have
5 read --
6 ATTORNEY KWIATEK: -- going to --
7 TRUSTEE/DIRECTOR GANS: -- it
8 anyway.
9 ATTORNEY KWIATEK: -- go over --
10 (General chuckles)
11 ATTORNEY KWIATEK: -- read through
12 it, yet.
13 TRUSTEE/DIRECTOR GANS: I would
14 have.
15 ATTORNEY KWIATEK: Huh?
16 TRUSTEE/DIRECTOR GANS: I would
17 have read it.
18 ATTORNEY KWIATEK: You would've
19 read it over.
20 And we are -- we're gonna walk
21 through.
22 What I've done, is I've broken this
23 down by different topics.
24 One, I'm going to give you a
25 general status review of where we are based on

1 our last call.

2 There are a couple of agreements
3 that we need to talk about. One is the automatic
4 rollover agreement and I'll explain what that is.

5 And the subcontractors brokers
6 account agreement.

7 And their -- I'm going to talk a
8 little bit about what Empower says their services
9 are, which is really good.

10 They -- I think they're going to
11 take a license off of here, so -- Michelle?

12 And the Retirement Plan grid is
13 something we -- we absolutely need to review
14 today, because we are discussing it on the call
15 next week.

16 There are a couple of issues on it
17 that I still need to look at, but I want to get
18 through the questions I have for you all.

19 So, that -- other -- I'm going to
20 give you the general status update and we're
21 going to flip to that and then we'll go back to
22 some of these other things.

23 And, then, Empower was able to get
24 some (not clear) of current funds line-up and I
25 still have to see about that, just a little bit.

1 It's -- it's (not clear)
2 So, for the general status review,
3 you have a key milestone set. It's in your
4 packet. It is a trading document.
5 Yes.
6 TRUSTEE/DIRECTOR GANS: Okay.
7 MS. DEPEW: It's on the back. Is
8 that close?
9 ATTORNEY KWIATEK: Yeah, it's very
10 close.
11 It's a single page and we go
12 through -- we'll go over it and just let us know
13 where we are on everything on each call and they
14 said, so far we are ahead of the game.
15 So we would like to stay that way.
16 The plan document comment/review,
17 they actually did review the plan document and
18 provided me with comments. That's what the grid
19 is.
20 So they haven't noted that being
21 complete. That actually is complete.
22 TRUSTEE/DIRECTOR GANS: Now, where
23 -- where are you on here?
24 ATTORNEY KWIATEK: It -- right
25 under the green. The next one --

1 TRUSTEE/DIRECTOR GANS: All right.
2 ATTORNEY KWIATEK: -- that's not
3 --
4 TRUSTEE/DIRECTOR GANS: Okay.
5 ATTORNEY KWIATEK: -- marked
6 green.
7 TRUSTEE/DIRECTOR GANS: All right.
8 ATTORNEY KWIATEK: That's actually
9 been done.
10 And she has six-five on there
11 because that's when we're discussing it.
12 TRUSTEE/DIRECTOR GANS: Okay.
13 TRUSTEE STACK: Okay.
14 ATTORNEY KWIATEK: But they've
15 actually provided that.
16 So, that's where we are.
17 You can see down under phase three
18 that the goal is to have the access transferred
19 nine-thirty.
20 And we're going to talk about some
21 things that they're following up on, because (not
22 clear) a little strange in that regard. But, --
23 So, good news, we're -- we're doing
24 great going through the two (not clear).
25 Paychex -- they are working with

1 Paychex. Michelle put them in touch with
2 Paychex.

3 They have our authorization and
4 they are just -- they, being Empower, is working
5 directly with them to set up the files and to get
6 what they need.

7 And Paychex is being very
8 cooperative with them, so that's going very
9 smoothly.

10 K-Trade and (not clear) Ameritrade.
11 We're having some difficulty getting the
12 information that we requested via Michelle.

13 And Empower have requested.

14 The good news is they did finally
15 give that --

16 MS. DEPEW: Today.

17 ATTORNEY KWIATEK: -- today,
18 without the funds line-up.

19 They followed -- Empower followed
20 up with K-Trade again yesterday and was able to
21 get the fund line-up.

22 We do not yet know, though, the
23 specifics or the self-directed brokerage account
24 investments that you have in place today.

25 TRUSTEE STACK: Yeah.

1 ATTORNEY KWIATEK: We can not --
2 TRUSTEE/DIRECTOR GANS: Question.
3 So, K-Trade is being replaced by Empower.
4 MS. DEPEW: Yes.
5 TRUSTEE/DIRECTOR GANS: And -- and
6 they have no reason to want to participate.
7 They have no choice, but they're --
8 they're not going to be dying to do this --
9 MS. DEPEW: Right.
10 TRUSTEE/DIRECTOR GANS: --
11 quickly and well.
12 On the other hand, t.v. -- (not
13 clear) has -- do they not have an opportunity to
14 serve --
15 ATTORNEY KWIATEK: No, because --
16 I don't think so. Empower has their own
17 brokerage.
18 TRUSTEE/DIRECTOR GANS: All right.
19 ATTORNEY KWIATEK: So, they don't,
20 either.
21 But, -- so, at least, Empower, even
22 though Michelle had asked for the information
23 three times.
24 Empower only asked -- their second
25 or third attempt, but they will actually get the

1 fund line-up and "Carol" is following back up
2 with them on the design elements that we need for
3 the self-directed brokers account funds.

4 And I'll talk a little bit more
5 about that gap. (Not clear) plan fund for
6 application document is.

7 TRUSTEE/DIRECTOR GANS: So, are
8 you looking at it?

9 ATTORNEY KWIATEK: No. Not yet.

10 TRUSTEE/DIRECTOR GANS: All right.

11 ATTORNEY KWIATEK: But, I'm just
12 telling you, that's what this is. It outlines
13 how that's supposed to work.

14 And, if -- if Empower cannot get
15 the information, then if you all want, I will do
16 a follow-up as well.

17 But, I think Empower's going to be
18 able to get it. So, --

19 TRUSTEE/DIRECTOR GANS: Do you
20 want --

21 ATTORNEY KWIATEK: -- But, do you
22 --

23 TRUSTEE/DIRECTOR GANS: -- author-
24 ization?

25 ATTORNEY KWIATEK: -- want to

1 authorize --
2 Yeah, just authorize me --
3 TRUSTEE/DIRECTOR GANS: All right.
4 ATTORNEY KWIATEK: -- to try --
5 TRUSTEE/DIRECTOR GANS: So, I'll
6 --
7 ATTORNEY KWIATEK: -- and get --
8 TRUSTEE/DIRECTOR GANS: -- I'll
9 direct --
10 ATTORNEY KWIATEK: -- them --
11 TRUSTEE/DIRECTOR GANS: -- you to
12 intercede on -- on the Board's behalf, if
13 necessary, to get the information from K-Trade.
14 ATTORNEY KWIATEK: Okay.
15 So far, the -- that won't be
16 necessary.
17 Empower's also going to request --
18 I -- I asked for -- I asked Michelle and told
19 Michelle, we need to get the TD Ameritrade and
20 the K-Trade contracts, which I don't think you
21 have, so that I can verify what they're saying
22 about the termination fees and process.
23 And I do have a question about what
24 their fees are for termination.
25 They way they wrote what they

1 wrote, it sounds like as long as you give them 90
2 days notice, which we are going to do within the
3 next week, or so, then -- and you use that full
4 notice, period, that 90 -- all you're out is any
5 unused portion of that 90 day.

6 Well, we're going to go, at least,
7 that 90 day, you know, more than 90 days.

8 We're giving them more than 90 days
9 notice. We don't anticipate going earlier than
10 that.

11 TRUSTEE/DIRECTOR GANS: And you
12 asked the question, what if it takes longer?

13 ATTORNEY KWIATEK: I did ask that
14 question and we answered that question yesterday
15 and that's why you haven't given notice, yet.

16 Because, well, two weeks, is
17 actually.

18 One reason is because they had in
19 October one date. In some places it's up to 30
20 days. In some places -- and one of those did --
21 it's a Sunday?

22 And so they -- I think, probably,
23 the -- let's see. The -- the 29th was a Sunday
24 and I think they were saying they were going to
25 liquidate the day before at -- you know, if just

1 didn't make sense if they're not going to
2 liquidate on the 29th.

3 Usually, they'll give themselves a
4 couple of days leeway to liquidate the assets and
5 get them transferred.

6 So, Empower is following back up
7 with them to try and figure out the dates, so
8 that we can get the right dates.

9 And we really don't expect that any
10 of that will have longer than that.

11 And then I said, ask them about
12 whether I should put a caveat in there that says,
13 basically, no earlier than -- it may be later
14 that we will provide them updated (not clear) any
15 of that is "treated" for 90 days -- required
16 notice.

17 And that's starting again. I'm
18 counting on 90 days to give them an updated
19 notice.

20 So, I'm going to update one of the
21 letters with that language and send that back to
22 Empower, so that they can go to K-Trade and say
23 they (not clear)

24 MS. DEPEW: And each of those
25 letters, I sent to everybody and asked (not

1 clear) as well.

2 ATTORNEY KWIATEK: Yeah.

3 TRUSTEE STACK: Yeah.

4 ATTORNEY KWIATEK: Yeah, --

5 TRUSTEE STACK: Is that --

6 ATTORNEY KWIATEK: -- I'm very --

7 TRUSTEE STACK: -- thousand --

8 ATTORNEY KWIATEK: -- sure, --

9 TRUSTEE STACK: -- bucks, --

10 ATTORNEY KWIATEK: -- they're very

11 --

12 TRUSTEE STACK: -- or something?

13 ATTORNEY KWIATEK: Well, a thousand

14 dollars is the TD Ameritrade --

15 TRUSTEE STACK: Terminate.

16 ATTORNEY KWIATEK: -- termination

17 fee.

18 Right.

19 You have that, apparently,

20 regardless.

21 TRUSTEE STACK: Okay. Okay.

22 ATTORNEY KWIATEK: But, I want to

23 verify --

24 TRUSTEE STACK: (not audible.)

25 ATTORNEY KWIATEK: -- that, that

1 threat (sic) because all I have right now is K --
2 an email from somebody at K-Trade saying that
3 that's the case. So, --

4 TRUSTEE/DIRECTOR GANS: Make sure
5 they didn't make it up.

6 ATTORNEY KWIATEK: -- I want to
7 look at those documents.

8 Huh?

9 TRUSTEE/DIRECTOR GANS: You want
10 to make sure they just didn't make up (not
11 clear.)

12 ATTORNEY KWIATEK: Yes. But, --
13 right.

14 Okay. Empower's working on the
15 other contracts and agreements, like, their
16 record keeping agreements, their services
17 agreement and their supposed to advise me of the
18 time line for getting that.

19 Genex sent a draft agreement with
20 them, which I have one of these, I think, from
21 Chicago. Reviewing that. And he's supposed to
22 get me comments about this week.

23 So, if not, it'll be early next
24 week, because I'll remind him it was supposed to
25 be this week.

1 (General chuckles.)

2 ATTORNEY KWIATEK: Okay. So that
3 is the general update. Any questions on any of
4 that?

5 (No response.)

6 ATTORNEY KWIATEK: All right. The
7 -- the rollover agreement. I'm gonna go through
8 here, some -- some general concerns, not -- not
9 real concerns, but just kinda questions that
10 operationally I'm not sure how it works in that
11 I want to know -- to know whether we want any
12 changes to that.

13 But, I want to run this all by you
14 before I go back to them with questions.

15 So, where as much as I have is
16 there's all these notices that are required by
17 law. Do you know what a (not clear) rollover is?

18 TRUSTEE/DIRECTOR GANS: No.

19 ATTORNEY KWIATEK: Okay. So, when
20 somebody has an account balance, and you'll see
21 this on the grid, let's just say, -- let's just
22 -- no more than \$5,000.00, you can automatically
23 distribute to them.

24 More than a thousand, but not more
25 than 5,000.

1 But, if they don't consent and they
2 don't tell you where it should go, you must move
3 it over to an IRA.

4 And that's called an automatic IRA
5 rollover.

6 And there's an agreement, with an
7 amity and (not clear) to handle those IRA
8 rollovers.

9 And different people and different
10 notices have to be given to comply with the law
11 in order to be able to do those rollovers and --
12 and, also, under the agreement, just because the
13 given notices with actions have to be taken.

14 And, what I couldn't tell, really,
15 for example, if a participant dies and they've
16 got the money and they know it, but you may not
17 know it, what kind of communication is there?

18 Because it looks like it's possible
19 that it becomes plan (not clear) again, at that
20 point, and it should be distributed in accordance
21 with the plan, but their documents says something
22 about distributing it to the estate.

23 So, I'm not sure there's --

24 TRUSTEE/DIRECTOR GANS: That's a
25 big difference.

1 ATTORNEY KWIATEK: Yes. I'm aware.

2 So, we need to -- I want to follow-
3 up with them and find out exactly how we know
4 this process is, where if when they get notice of
5 something, we automatically get it over to the --
6 an employer, because I'm not seeing that in their
7 agreement.

8 So, we just wanna make sure we're
9 -- we're follow -- we're following all of that
10 and --

11 TRUSTEE STACK: (not clear)

12 ATTORNEY KWIATEK: And see, too,
13 which the people that get the money for the roll
14 -- for the IRA.

15 TRUSTEE STACK: Okay.

16 ATTORNEY KWIATEK: So they hold the
17 IRA money, if they're -- okay and if it's a
18 thousand, or less, you can just distribute it and
19 nobody has to (not clear.)

20 TRUSTEE/DIRECTOR GANS: So they
21 create an IRA --

22 ATTORNEY KWIATEK: Yep.

23 TRUSTEE/DIRECTOR GANS: -- in the
24 name of the person?

25 ATTORNEY KWIATEK: Yep.

1 TRUSTEE/DIRECTOR GANS: Okay.

2 ATTORNEY KWIATEK: And then if you

3 don't know where that person is, they try to find

4 them.

5 TRUSTEE/DIRECTOR GANS: Okay.

6 ATTORNEY KWIATEK: Okay?

7 And so some of the questions are

8 either what if they -- what if they can't find

9 the person, does it eventually come back into the

10 plan, or do they excuse it to the state?

11 What happens if you have a miss --

12 TRUSTEE/DIRECTOR GANS: Well, do

13 they create just a money fund, or what --

14 ATTORNEY KWIATEK: I believe that's

15 what it is. Yeah.

16 TRUSTEE/DIRECTOR GANS: Or, invest

17 --

18 ATTORNEY KWIATEK: Something very

19 safe.

20 No, no, no. Something, so they

21 can't lose it --

22 TRUSTEE/DIRECTOR GANS: All right.

23 ATTORNEY KWIATEK: -- and -- but,

24 --

25 TRUSTEE STACK: In that case -- I'm

1 a little confused.

2 This is like Adam Stack's money is
3 once --

4 ATTORNEY KWIATEK: It's a -- so,
5 let's say, that you terminate employment and your
6 account balance is \$4,200.00.

7 TRUSTEE STACK: Okay.

8 ATTORNEY KWIATEK: Okay?

9 So they need your consent to make
10 a distribution.

11 TRUSTEE STACK: Gotcha.

12 ATTORNEY KWIATEK: And -- and you
13 --

14 TRUSTEE STACK: When you said
15 terminate, I thought --

16 ATTORNEY KWIATEK: Yeah.

17 TRUSTEE STACK: I was not --

18 ATTORNEY KWIATEK: Employment.

19 TRUSTEE STACK: -- under the
20 impression of termination of employment, --

21 ATTORNEY KWIATEK: Yeah.

22 TRUSTEE STACK: -- but as
23 termination of like the agreement with K-Trade,
24 --

25 ATTORNEY KWIATEK: No, no, no, no,

1 no.

2 TRUSTEE STACK: Okay.

3 ATTORNEY KWIATEK: No. It's just

4 --

5 TRUSTEE STACK: Got it.

6 ATTORNEY KWIATEK: -- termination

7 of employment.

8 TRUSTEE STACK: Disregard.

9 ATTORNEY KWIATEK: So, you -- you

10 leave, you have this small account, you don't

11 consent to a distribution, either, because they

12 didn't get to you, --

13 TRUSTEE STACK: Okay.

14 ATTORNEY KWIATEK: -- you've lost

15 it, you couldn't be bothered with it, you know,

16 whatever.

17 For whatever reason, you don't

18 consent.

19 Well, they can't just mail you a

20 check.

21 TRUSTEE STACK: Yeah.

22 ATTORNEY KWIATEK: They have to put

23 it in another deferred --

24 TRUSTEE STACK: I gotcha.

25 ATTORNEY KWIATEK: -- so it just

1 goes over into this IRA account, --

2 TRUSTEE STACK: Okay.

3 ATTORNEY KWIATEK: -- in your
4 name, so it's not like anybody's taking it,
5 unless, it's like a really long period of time
6 where they can't find you, or something.

7 Then the question I have --

8 TRUSTEE STACK: Where did it go?

9 ATTORNEY KWIATEK: -- is it going
10 to come back to the plan, does it go to Missouri,
11 under the (not clear)?

12 TRUSTEE STACK: Yeah.

13 ATTORNEY KWIATEK: So.

14 TRUSTEE STACK: Okay.

15 ATTORNEY KWIATEK: All right.
16 Yeah.

17 And we want to make sure, also, if
18 they can't find the account owner, that -- that
19 they don't keep the funds that your -- that --
20 that the District is responsible for the -- you
21 know what I'm saying?

22 TRUSTEE STACK: Yeah.

23 ATTORNEY KWIATEK: So, either they
24 have 'em and they're responsible, or you know
25 that they're back and you're responsible.

1 So, we just need to understand what
2 it -- a little more about how all of that works.

3 Death distributions, for someone
4 who dies in the process of setting up the IRA,
5 again, that's a question of, do they distribute
6 it to the beneficiary, or to the estate?

7 Who's responsible for that
8 distribution?

9 Does it come back over for you all
10 to handle?

11 So, that's -- that's just something
12 that is not clear, again.

13 And they said, -- it says that the
14 plan fiduciary and I'm not sure whether that's
15 you, whether that's Genex; it's like, well, who's
16 doing what, here?

17 And we just need -- we need to
18 know, so we know what you're responsible for and
19 what somebody else is responsible for and if
20 you're responsible, if there's some way to make
21 somebody else responsible for it instead of you
22 all.

23 So, that's just that.

24 So, --

25 TRUSTEE/DIRECTOR GANS: And some

1 of these things you're describing are probably
2 subject to discussion? Negotiation?
3 Flexibility?

4 ATTORNEY KWIATEK: Yeah, that's
5 what saying. If -- if it's your responsibility
6 and you don't want it, to wait until Genex takes
7 responsibility for it.

8 TRUSTEE/DIRECTOR GANS: Right.

9 ATTORNEY KWIATEK: If we can be --
10 we don't want Empower, because these are -- it's
11 -- it's a dif -- a particular thing to get this
12 -- a fiduciary issue and so because the plan --
13 the agreement says the plan fiduciary should have
14 the opportunity -- can have the opportunity to
15 direct -- so the beneficiary, or return the --
16 that money back to the plan, before they
17 distribute it to the estate, but -- and then
18 follow the plan -- the beneficiary -- though, but
19 it's just not clear that you can do that.

20 And, then, the question is, when --
21 which fiduciary? We have more than one.

22 TRUSTEE/DIRECTOR GANS: Right.

23 ATTORNEY KWIATEK: So, who should
24 be doing that?

25 Just some things to note. There's

1 a 60 day notice required to terminate that
2 agreement. That needs to go.

3 It provides for Illinois law and
4 arbitration.

5 We're not gonna get that changed.
6 That's just something to -- to know. I mean, I
7 can ask, but I'm sure that they have this
8 agreement for everybody who dies, (not clear).

9 The safe harbor rule for these puts
10 the burden on the employer for some actions, like
11 the "SDB," or any summary of (not clear)
12 describing automatic rollover and cash out rules,
13 how those amounts are invested, etcetera.

14 So, we're gonna make sure, when we
15 review the "SDB's" that those aren't (not clear)
16 that all of that disclosure is included and, if
17 not, find out who it is that -- that we can pass
18 that off on, so that you all are not responsible
19 for letting them know that the fees are from --
20 and ending -- with which you have no contact,
21 other than this con -- agreement to take money
22 for people who couldn't be bothered to fund their
23 own money.

24 Okay. The sound --

25 TRUSTEE RALLO: (not clear)

1 ATTORNEY KWIATEK: You have in that
2 one.

3 TRUSTEE RALLO: Hm?

4 ATTORNEY KWIATEK: Yeah. The self-
5 directed brokerage account agreement.

6 So, now, you can look at this spon
7 -- plan sponsor application and agreement and
8 you'll see there are -- not on the first page.
9 We just had that out.

10 It show the -- for example, --

11 TRUSTEE STACK: So, that's just --
12 it has to be B. It looks like it's just another
13 broker de-comp, but it's under -- another broker,
14 or brokerage, but it's under Empower. Or,
15 through Empower.

16 ATTORNEY KWIATEK: It's -- it is
17 through their brokerage entity. That is correct.

18 TRUSTEE STACK: Okay.

19 ATTORNEY KWIATEK: It's Empower
20 Brokerage. That's what it's called.

21 TRUSTEE/DIRECTOR GANS: Where are
22 you on?

23 TRUSTEE STACK: This guy here.

24 TRUSTEE/DIRECTOR GANS: Yeah?

25 TRUSTEE STACK: But, then, at the

1 very last page, it just kinda defines the "SDB"
2 is --

3 TRUSTEE/DIRECTOR GANS: Okay. Got
4 it.

5 TRUSTEE STACK: Empower Brokerage
6 and self-directed brokerage account, which is big
7 for a lot of the people, because they like to do
8 stuff on their own and self-direct, which is TD
9 Ameritrade now.

10 ATTORNEY KWIATEK: Right. Exactly.

11 TRUSTEE/DIRECTOR GANS: Okay.

12 ATTORNEY KWIATEK: And so you'll
13 see, in some places, in here, and you don't have
14 to look right now, they're open -- they're
15 unanswered questions, basically, because we don't
16 know.

17 We don't even know what you have
18 now.

19 And, Adam, do you self-direct?

20 TRUSTEE STACK: I do not.

21 ATTORNEY KWIATEK: You don't.

22 TRUSTEE RALLO: I do not self-
23 direct, but I know people that do.

24 ATTORNEY KWIATEK: Okay. So, --

25 TRUSTEE RALLO: (not clear)

1 (Talking over each other.)
2 ATTORNEY KWIATEK: So, there was
3 some open questions and we got answers to two of
4 them.
5 TRUSTEE RALLO: Yeah. Two of them.
6 ATTORNEY KWIATEK: From Tom Brown.
7 But, we have not gotten answers to
8 the rest, nor have we gotten the definite -- this
9 type of a agreement for T.D. America's.
10 This -- all we need, to answer all
11 of these questions, is the agreement that was
12 signed with T.D., but, so far, no one has
13 bothered to provide that to us.
14 TRUSTEE/DIRECTOR GANS: Do we know
15 if -- so, I guess, Tom -- Tom Brown would have
16 it. We wouldn't.
17 ATTORNEY KWIATEK: Well, --
18 TRUSTEE/DIRECTOR GANS: We could
19 have it.
20 ATTORNEY KWIATEK: -- we asked
21 them three times.
22 MS. DEPEW: (not clear) all of them
23 -- I was -- I don't have it. I wouldn't have
24 found it, unless --
25 TRUSTEE/DIRECTOR GANS: It

1 would've pre -- well, no, it wouldn't have
2 preceded you, 'cause T.D. was newer.
3 MS. DEPEW: I was here.
4 TRUSTEE/DIRECTOR GANS: Yeah.
5 MS. DEPEW: And I don't --
6 ATTORNEY KWIATEK: Yeah, you
7 wouldn't of --
8 MS. DEPEW: I don't --
9 (Speaking over each other.)
10 ATTORNEY KWIATEK: -- found it.
11 You --
12 MS. DEPEW: Yeah.
13 ATTORNEY KWIATEK: -- shouldn't
14 have found it.
15 TRUSTEE/DIRECTOR GANS: But, would
16 we have a copy somewhere?
17 MS. DEPEW: I looked for copies.
18 I --
19 ATTORNEY KWIATEK: She's looked.
20 MS. DEPEW: -- didn't -- I looked
21 in all the --
22 TRUSTEE/DIRECTOR GANS: Okay.
23 MS. DEPEW: -- all the avenues that
24 (not clear) but there -- (not clear)
25 TRUSTEE STACK: And I can -- I can

1 reach out to those guys and --

2 ATTORNEY KWIATEK: (not clear due
3 to speaking over each other.)

4 TRUSTEE STACK: -- I'm not going
5 to say that it's going to help. I can --

6 ATTORNEY KWIATEK: (not clear)

7 TRUSTEE STACK: But, Tom Brown and
8 if they have 'em.

9 ATTORNEY KWIATEK: (not understood)

10 TRUSTEE STACK: Not -- not Tom, but
11 Scott.

12 ATTORNEY KWIATEK: Yeah, you can
13 ask Scott --

14 TRUSTEE STACK: Right.

15 ATTORNEY KWIATEK: -- if he has
16 the document that was signed with (not clear)

17 MS. DEPEW: (not understood.)
18 (Speaking over each other.)

19 ATTORNEY KWIATEK: (not clear)

20 TRUSTEE STACK: Yeah.

21 MS. DEPEW: Yeah, look to Tom, then
22 --

23 TRUSTEE STACK: Okay.

24 MS. DEPEW: and -- and kind of --
25 and -- because in 2015, when you get those

1 figures --

2 TRUSTEE STACK: What other kind of
3 questions do you have?

4 ATTORNEY KWIATEK: Well, we're
5 gonna go through it, but what I really want is --
6 I want to see the agreement so that I can, you
7 know, answer.

8 And -- and, again, Empower is
9 trying to get it.

10 TRUSTEE STACK: Okay.

11 ATTORNEY KWIATEK: In some of
12 these, it might be, well, we just design this how
13 we want it now, because, my guess is, when you
14 signed it, you didn't go through the process
15 we're going through right now, --

16 TRUSTEE STACK: No.

17 ATTORNEY KWIATEK: -- to say how
18 you want it designed.

19 TRUSTEE STACK: No.

20 ATTORNEY KWIATEK: That it was just

21 --

22 TRUSTEE STACK: No. Everybody --

23 ATTORNEY KWIATEK: -- "Here. Sign
24 this."

25 TRUSTEE STACK: Here's the generic,

1 whatever.

2 ATTORNEY KWIATEK: "Here it is.
3 Sign this."

4 And, so, that's not how we're doing
5 it this time.

6 TRUSTEE STACK: Okay.

7 ATTORNEY KWIATEK: That's why I'm
8 giving you a few choices.

9 TRUSTEE STACK: Okay.

10 ATTORNEY KWIATEK: And so there are
11 some decisions, on this, that have to be made.

12 TRUSTEE STACK: Well, would it be
13 fair to say that it wouldn't be a good -- or, it
14 would be a good idea for us to review that first,
15 so, -- because Empower might just be looking to
16 say, "Hey, well, this is what they're getting to
17 charge now." And --

18 ATTORNEY KWIATEK: Oh, this has
19 nothing to do with the charges.

20 TRUSTEE STACK: Okay.

21 ATTORNEY KWIATEK: It has to do
22 with the design.

23 TRUSTEE STACK: Okay. I gotcha.

24 ATTORNEY KWIATEK: I do have a
25 question for them on the charges.

1 But, -- and, so, what I'm doing is
2 getting feedback from you all first.

3 I have not provided my comments on
4 any of the documents to Empower, because I wanted
5 to go over it with you all, during this meeting,
6 so I knew -- got some direction from you what you
7 wanted to go -- and then some of the questions
8 are questions for them, not for you.

9 Like, you want to tell us how your
10 fees work?

11 That kind of thing.

12 TRUSTEE STACK: Hm-hm.

13 ATTORNEY KWIATEK: So.

14 All right. One of the design
15 questions was, are you required to have both a
16 state in the fund lineup that's under the plan
17 with some of your assets and -- and you can move
18 some to the brokerage account, but not all.

19 Tom Brown said right now you're
20 required to maintain --

21 TRUSTEE STACK: Fifty percent.

22 ATTORNEY KWIATEK: -- 50 percent.

23 The question to you all is, what
24 percentage do you want?

25 TRUSTEE/DIRECTOR GANS: And where

1 did the 50 percent come from?

2 TRUSTEE STACK: I think it was just
3 a randomly thrown-out thing, because I asked that
4 same thing to Tom Brown and those guys.

5 Because there was like, I think
6 this is my money and regardless of, if I do
7 something stupid with 100 percent of my money,
8 it's still my decision.

9 And I think it was -- the
10 explanation I got was that people basically have
11 lost all their money.

12 And they were like, this isn't my
13 fault. It's your fault.

14 And, they -- they --

15 TRUSTEE/DIRECTOR GANS: Well,
16 that's the whole --

17 TRUSTEE STACK: -- then they said
18 --

19 TRUSTEE/DIRECTOR GANS: That's the
20 problem.

21 TRUSTEE STACK: Yeah.

22 MS. DEPEW: Yes.

23 TRUSTEE STACK: Instead of --

24 MS. DEPEW: Yes. Instead of --

25 TRUSTEE STACK: -- if you'd been

1 able to come to me and saying it's my fault,
2 we're gonna say, okay, you can do whatever you
3 want with 50 percent of your money and we'll (one
4 word not clear) 50 percent and handle it wisely.

5 TRUSTEE/DIRECTOR GANS: Protect
6 you from yourself.

7 TRUSTEE STACK: Exactly.

8 MS. DEPEW: Yes. Those are the
9 discussions that --

10 ATTORNEY KWIATEK: Of -- of course,
11 you also could take all (not clear) under the
12 other -- the -- the line-up and --

13 TRUSTEE STACK: Sure.

14 ATTORNEY KWIATEK: -- still leave
15 a lot of your money (not clear).

16 TRUSTEE STACK: Sure.

17 ATTORNEY KWIATEK: I understand the
18 thinking.

19 The question -- and, by the way,
20 from a legal standpoint, it does not matter.

21 TRUSTEE STACK: Yeah.

22 ATTORNEY KWIATEK: You can do
23 whatever you want.

24 The key is, what, as a Board, do
25 you want for a lot of people to do?

1 Do you want to -- to continue that
2 kind of maternalistic and protective of the
3 District approach, where, you know, we don't
4 trust you with your own money?

5 TRUSTEE RALLO: I don't think we
6 should do that. I think we should let that, you
7 know, a hundred percent, if you wanna -- it's
8 your money. You should be able to do with it
9 what you want. I wouldn't --

10 MS. DEPEW: I will tell you, in
11 2015, when they made this, they didn't have the
12 self-directive records account up until they
13 moved to T.D. and Ameritrade. So.

14 TRUSTEE STACK: Right.

15 MS. DEPEW: So I think we're trying
16 to feel out how people really are going to --

17 TRUSTEE STACK: Yeah.

18 MS. DEPEW: -- even manage even 50
19 percent of their money.

20 So, prior to that, it wasn't even
21 an option to do the self-directive.

22 TRUSTEE STACK: And, whether -- I
23 think there's a couple of things that need to be
24 considered.

25 One is the -- the Pension Board, or

1 the District, could they ever be held liable?

2 TRUSTEE/DIRECTOR GANS: They could
3 be accused.

4 TRUSTEE STACK: Sure. We --

5 TRUSTEE/DIRECTOR GANS: We could
6 be accused. We could be defendants. Doesn't
7 mean the other side would win.

8 TRUSTEE STACK: But, I -- I think
9 --

10 ATTORNEY KWIATEK: Here -- here's
11 the question. And that was later (not clear) in
12 my notes, so let's get to it now.

13 So you are not (not clear) plan.

14 Under ERISA there is a way to set
15 this up to have protection, but to the self-
16 directed -- for the self-directed fund, so it's
17 offering a lot.

18 So, the question, in -- in this
19 document, one of the statements is that you are
20 representing that -- the group of employees
21 covered by this plan is appropriate -- is
22 appropriate for them to be allowed to invest in
23 an open platform self-directed brokerage account.

24 All right?

25 So, that's what the representation

1 is you are making to Empower Brokerage that
2 protection power brokerage.

3 The question is, is that true?

4 TRUSTEE/DIRECTOR GANS: Puts us on
5 the hook.

6 ATTORNEY KWIATEK: Is that true?
7 And -- and is it prudent for you all to allow
8 that?

9 I don't know your employee makeup.

10 My suggestion was that we have
11 Genex weigh in on what they think, knowing, you
12 know, knowing its physical group --

13 TRUSTEE STACK: That's a --

14 ATTORNEY KWIATEK: -- and, also,
15 -- and maybe they have an opinion on what would
16 be prudent to allow people to invest in that.

17 MS. DEPEW: I would be interested
18 to know if any of the other fire districts allow
19 (not clear) and others do not, who use Empower
20 like any other (not clear) that use Empower.

21 So, I'd be interested to know if --
22 if they even allow it and to what percentage.

23 TRUSTEE STACK: Yeah. And I was
24 going to expose my kinda second point, because,
25 basically, what you said, Michelle.

1 And then number three, being that
2 Genex is the fiduciary, I think the numbers will
3 have a greater advantage of being able to reach
4 out to someone and, like, what do you think about
5 this?

6 And they can honestly give --

7 MS. DEPEW: Correct.

8 TRUSTEE STACK: -- their opinion,
9 where Tom Brown and those guys, well, we can't
10 really give you financial advice.

11 MS. DEPEW: Well, they give -- they
12 give you a direction where --

13 TRUSTEE STACK: And, it's like,
14 well, okay.

15 MS. DEPEW: Yeah.

16 TRUSTEE STACK: So, I'd like --

17 ATTORNEY KWIATEK: Well, and let's
18 -- let's -- let's verify that Genex can act in
19 that capacity with the self-directed accounts and
20 that people don't have to have their own outside
21 broker advisor.

22 TRUSTEE RALLO: (not clear) they
23 have to have their own (not clear) an outside
24 broker. Is that right? Is that correct? Is
25 that what you're saying?

1 MS. DEPEW: (not understood)
2 (Speaking over each other.)
3 TRUSTEE STACK: No. No, that --
4 ATTORNEY KWIATEK: No, they can do
5 it themselves. You know.
6 TRUSTEE STACK: They can do it
7 themselves.
8 ATTORNEY KWIATEK: They don't have
9 to have anybody.
10 MS. DEPEW: They don't have to have
11 anybody.
12 (Everyone speaking at the same time.)
13 TRUSTEE STACK: Yeah, I mean, at
14 one time -- I have a -- a good friend who
15 basically would help me.
16 MS. DEPEW: That's right. You and
17 I had -- you and I had talked about that.
18 TRUSTEE STACK: Right.
19 MS. DEPEW: The fact that you had
20 -- because I thought you did it on your own.
21 TRUSTEE STACK: But, when we
22 changed to C&S I was told -- I don't --
23 (Speaking over each other.)
24 MS. DEPEW: There are a handful
25 that do, do this, that I know of, --

1 TRUSTEE STACK: Oh, yeah.
2 MS. DEPEW: (not clear) there's a
3 handful.
4 I mean, but, --
5 TRUSTEE STACK: And part of me
6 says, give them 100 percent access to their
7 money. It's their money.
8 But, at the same time, --
9 ATTORNEY KWIATEK: And you, also,
10 want it there when they retire, --
11 As: Yeah.
12 ATTORNEY KWIATEK: -- and maybe
13 not have a typ -- a traditional pension plan.
14 TRUSTEE STACK: No. And I think --
15 ATTORNEY KWIATEK: So, --
16 TRUSTEE STACK: -- part of our
17 responsibility is to, in a way, kind of protect
18 them from --
19 ATTORNEY KWIATEK: Protect them --
20 TRUSTEE STACK: -- their own --
21 ATTORNEY KWIATEK: -- from --
22 TRUSTEE STACK: -- ignorance.
23 ATTORNEY KWIATEK: -- themselves.
24 TRUSTEE STACK: Yeah.
25 MS. DEPEW: From themselves.

1 TRUSTEE STACK: Right.
2 MS. DEPEW: Yes.
3 ATTORNEY KWIATEK: So, do you agree
4 that we should also ask Genex if they will -- if
5 they will act as the fiduciary to make the
6 representation as to this group being appropriate
7 and what do they think would be an appropriate
8 amount to require, if any, to require in the --
9 to state in the (not clear) --
10 TRUSTEE STACK: Yeah.
11 ATTORNEY KWIATEK: -- lineup.
12 TRUSTEE STACK: I -- I --
13 MS. DEPEW: (not clear)
14 TRUSTEE STACK: I do. Yes.
15 TRUSTEE/DIRECTOR GANS: And --
16 and I wanna state that I completely agree with
17 Adam.
18 And, I think, Joe, you said, "It's
19 their money. Let 'em do what they want."
20 TRUSTEE RALLO: Yeah.
21 TRUSTEE/DIRECTOR GANS: And I've
22 been in --
23 TRUSTEE RALLO: Well, --
24 TRUSTEE/DIRECTOR GANS: -- this
25 seat long enough to have been -- we haven't been

1 defendants in a -- in -- in a formal action.

2 But, we've heard rumblings of,
3 "It's our fault."

4 When things go great --

5 TRUSTEE RALLO: Hm-hm.

6 TRUSTEE/DIRECTOR GANS: -- we
7 have nothing to do with it.

8 When things go poorly, it's our
9 fault and the "our" is the five of us.

10 TRUSTEE RALLO: Yeah.

11 TRUSTEE/DIRECTOR GANS: And it
12 doesn't mean that we're not protected. It
13 doesn't mean that we're personally on the hook,
14 the minute something bad happens.

15 But, it gives me pause for thought
16 that we're wanting to be conservative in the
17 actions we take, --

18 TRUSTEE RALLO: Hm-hm.

19 TRUSTEE/DIRECTOR GANS: -- and
20 we're wanting to be conservative in, sometimes,
21 protecting people from themselves. Not to the
22 detriment of not being able to retire, because
23 it's too conservative, but from striking some
24 kind of balance.

25 I like the idea of throwing the

1 question Genex's way.

2 ATTORNEY KWIATEK: Yes.

3 TRUSTEE RALLO: Okay.

4 TRUSTEE STACK: Could it be -- do
5 you think there'd be something like we should
6 feel out -- you know, throughout the Fire House,
7 just to be like, "Hey, --

8 TRUSTEE/DIRECTOR GANS: No. But,
9 you guys, --

10 ATTORNEY KWIATEK: Not -- not your
11 participants.

12 TRUSTEE STACK: Okay.

13 ATTORNEY KWIATEK: But, I do think
14 --

15 TRUSTEE STACK: Okay.

16 ATTORNEY KWIATEK: -- it's worth
17 finding out what other districts are doing.

18 TRUSTEE STACK: Yeah.

19 ATTORNEY KWIATEK: And I can ask
20 and tell you that, or, Michelle, if you know some
21 of the other districts you can find out.

22 MS. DEPEW: I do.

23 ATTORNEY KWIATEK: Because this
24 goes beyond just what they should be -- what
25 should they be doing from an investment

1 standpoint, a retirement plan standpoint, as
2 usually the two -- and it's also a question of,
3 "Are we going to have really, really, really
4 unhappy employees?"

5 Which never is a good situation.

6 TRUSTEE STACK: Right.

7 ATTORNEY KWIATEK: Right?

8 You want employee morale to be able
9 to stay up.

10 My guess is, at some point, in the
11 next two years, maybe three years, we're going to
12 have a significant downturn in the market.

13 We already did, the last couple of
14 days.

15 TRUSTEE STACK: Yeah.

16 ATTORNEY KWIATEK: That's all trade
17 war stuff.

18 But, -- which is way overdue.

19 MS. DEPEW: Right.

20 TRUSTEE STACK: Right.

21 ATTORNEY KWIATEK: It's way overdue
22 for a significant correction.

23 MS. DEPEW: And those (not clear)
24 in 2008 and the number is there and everything
25 (not clear) --

1 TRUSTEE STACK: Sure.

2 MS. DEPEW: -- their retirement
3 have (not clear)

4 TRUSTEE/DIRECTOR GANS: How did
5 this happen?

6 MS. DEPEW: How did this happen?

7 TRUSTEE/DIRECTOR GANS: How did
8 this happen?

9 MS. DEPEW: That's correct. "I've
10 got to work for another ten years. I can't
11 retire now. I can't do this. Why didn't nobody
12 tell me? Where was my direction?"

13 TRUSTEE STACK: Yeah.

14 MS. DEPEW: But, hearing that,
15 around now, it's five to seven years and you're
16 getting ready to retire versus those of us who
17 still have 20 to 15, I mean, --

18 TRUSTEE/DIRECTOR GANS: Well, let
19 me give you -- let me give you an even -- a
20 bigger perspective of this.

21 I came on the Board. We had just
22 switched to defined contribution.

23 The market was up.

24 People wanted to make lots of money
25 with their pension fund.

1 And the Board went through a
2 conversion, which was as a big a deal as what
3 we're doing here.

4 I wasn't here for it. I was here
5 right after it happened.

6 But, I knew why it happened.

7 We went to defined contribution and
8 people were ecstatic, "Now I can make money."

9 And things coasted along.

10 In 2008, we started hearing
11 rumblings. "You guys were here. Why don't we
12 have defined benefit --"

13 TRUSTEE STACK: Yeah.

14 TRUSTEE/DIRECTOR GANS: -- why don't
15 -- why weren't we protected from ourselves?"

16 We want defined -- we want to know
17 we can retire --

18 MS. DEPEW: Right.

19 TRUSTEE/DIRECTOR GANS: -- and we
20 get out of that and we roll into better times
21 again and boy we thought we had defined
22 contribution.

23 MS. DEPEW: Hm-hm.

24 TRUSTEE/DIRECTOR GANS: Well, our
25 job is to try and smooth it out.

1 MS. DEPEW: Yeah.

2 TRUSTEE/DIRECTOR GANS: That's the
3 way I view the whole project --

4 TRUSTEE RALLO: (not clear) at the
5 Fire House today, (not clear) we got a guy who
6 just said, "Hey, when are we gettin' defined
7 benefit?"

8 He was joking, obviously, because
9 he knows how much -- how hard we're working on
10 this right now on a defined benefit.

11 And I was like, oh, my god. I'm
12 like, come on, man, (not clear) not gonna happen,
13 (not clear)

14 (Everyone speaking over each other.)

15 TRUSTEE/DIRECTOR GANS: I go like
16 this.

17 (Indicated by covering his ears.)

18 (General laughter.)

19 TRUSTEE RALLO: I know. I know.

20 MS. DEPEW: (not clear) internal,
21 you know, boards that are run from some of the
22 Monarch people, the discussions are out there.
23 They just are.

24 But their lack of, you know, the
25 history and versus watching things that Adam and

1 where have you come and where do you want to be,
2 that -- that --

3 TRUSTEE STACK: A lot of these
4 people that are asking these questions have no
5 idea that we're actually changing brokers.

6 MS. DEPEW: That's correct.

7 ATTORNEY KWIATEK: Well, it's --

8 TRUSTEE STACK: It's kinda --

9 ATTORNEY KWIATEK: You go -- you
10 tell them to go and talk to some of the people
11 that are any one of the gazillion union plans
12 that are going -- defined benefit plans that are
13 going under, that are cutting back benefits, --

14 TRUSTEE STACK: Yeah.

15 ATTORNEY KWIATEK: -- which I
16 didn't think you could even do, but, apparently,
17 you can.

18 And reducing benefits, you've got
19 people who are retired, who are no longer getting
20 the benefits that they thought they were getting.

21 So, the point to them is, look,
22 even if we had a defined benefit plan, nothing is
23 guaranteed.

24 TRUSTEE/DIRECTOR GANS: Right.

25 There's no magic --

1 ATTORNEY KWIATEK: Nothing.

2 And if the -- if the funding isn't

3 there, your benefits would be cut.

4 TRUSTEE STACK: Right.

5 ATTORNEY KWIATEK: And this is the

6 way we're going and this is the way we're

7 staying, for now.

8 It actually gives you more control

9 over us losing all your money and --

10 TRUSTEE STACK: Yeah. Control --

11 ATTORNEY KWIATEK: -- and --

12 TRUSTEE STACK: -- your money and

13 if I die, a hundred percent goes to my wife,

14 where in --

15 (General chuckles.)

16 TRUSTEE STACK: -- all of the --

17 MS. DEPEW: (not clear)

18 TRUSTEE STACK: -- defined

19 benefit, you maybe get 50 percent.

20 TRUSTEE RALLO: It depends how you

21 --

22 ATTORNEY KWIATEK: It depends --

23 TRUSTEE RALLO: -- how you do it.

24 ATTORNEY KWIATEK: -- on how it's

25 structured. Right.

1 TRUSTEE STACK: So, --

2 ATTORNEY KWIATEK: Okay. So, the
3 -- let's look at page four of this document.
4 This one. It will be easier.

5 So, in here, it has all sorts of
6 different investments that you choose from.

7 This is something that we're trying
8 to find out what you allow, now.

9 I don't think -- it also allows you
10 to customize.

11 I don't recommend that you
12 customize.

13 I think this gives you ample
14 choices to allow anybody -- so, unless there's
15 something really weird that somebody's got now,
16 I would say we don't need to do anything else on
17 that one. So, --

18 TRUSTEE/DIRECTOR GANS: Well, none
19 of these are checked.

20 ATTORNEY KWIATEK: Understood.
21 Because we don't know what you have now. We
22 don't know how to fill it out.

23 (General chuckles.)

24 TRUSTEE/DIRECTOR GANS: Okay.

25 ATTORNEY KWIATEK: But, --

1 (General laughter.)

2 ATTORNEY KWIATEK: But, you -- but
3 the un --checking these, you could even do more
4 customization.

5 TRUSTEE STACK: I mean, you got
6 actual funds. You have stocks and equities. You
7 have bonds. You have ETFs.

8 I don't see --

9 ATTORNEY KWIATEK: Yeah.

10 TRUSTEE STACK: -- any reason to
11 -- I mean, I don't know any more stuff than that,
12 but --

13 ATTORNEY KWIATEK: Yeah.

14 TRUSTEE RALLO: Yeah. I mean, it
15 doesn't -- yeah, it looks fine to me. I don't
16 really -- I don't know anything (one word not
17 clear) either.

18 It looks totally fine to me.

19 ATTORNEY KWIATEK: Okay. So we
20 will see what you have now, at some point.

21 TRUSTEE/DIRECTOR GANS: Okay.

22 ATTORNEY KWIATEK: If we can ever
23 get the agreement that says what you allow now.

24 And unless we have something that
25 we have to change to accommodate current

1 investments, the way (not clear) -- said, --
2 TRUSTEE/DIRECTOR GANS: I just
3 want to make sure that no one's apt to --
4 TRUSTEE STACK: Yeah.
5 TRUSTEE RALLO: Exactly.
6 (Speaking over each other.)
7 TRUSTEE/DIRECTOR GANS: -- doing
8 the wrong things. That they're not driving a
9 fire truck.
10 TRUSTEE RALLO: Yeah. Exactly.
11 (General chuckles.)
12 TRUSTEE RALLO: There is one out
13 there.
14 (General laughter.)
15 TRUSTEE/DIRECTOR GANS: I know.
16 (General laughter.)
17 ATTORNEY KWIATEK: Okay. Another
18 question that they have is whether or not to
19 allow investment an option.
20 MS. DEPEW: Page five?
21 ATTORNEY KWIATEK: Yes. I'm sorry.
22 Page five.
23 And allow options trading.
24 MS. DEPEW: Hm-hm.
25 ATTORNEY KWIATEK: I think that's

1 really aggressive --

2 MS. DEPEW: I think this one.

3 ATTORNEY KWIATEK: -- for a
4 retirement plan.

5 And if they wanna do something like
6 that, they can use money outside the plan.

7 But, I wanted to get the feel --
8 and -- and, again, we have to verify whether or
9 not it's already being allowed.

10 But, I would say, you don't need to
11 allow options trading in a -- in a retirement
12 plan.

13 Okay?

14 TRUSTEE RALLO: Okay. I agree. I
15 mean, if they're requested and if it's risky, I
16 agree.

17 ATTORNEY KWIATEK: Oh, yeah, they
18 -- yeah.

19 So, all you miss -- and, let's see,
20 we were talking about option trading within the
21 plan and my feeling was, unless you're allowing
22 it now and somebody is really been doing it and
23 we have to, that we should not allow -- it's --
24 it's a much higher level of risk.

25 I don't think it belongs in a

1 retirement plan. Okay?

2 TRUSTEE STACK: (not clear)

3 (Speaking over each other.)

4 ATTORNEY KWIATEK: Well, it's --
5 yes.

6 I'll explain that another day.

7 TRUSTEE STACK: Okay. Yeah.

8 (General chuckles.)

9 ATTORNEY KWIATEK: I'm gonna follow
10 up with Empower regarding its quarterly fee,
11 because I'm not sure what it is, how it works.

12 So that's the one caveat about,
13 again, about allowing the percentage that we
14 allow in, because if it increases the fee
15 significantly, then we want to know that.

16 And that may make us say, no, we're
17 -- we're sticking with our 50 percent limit --

18 TRUSTEE RALLO: Hm-hm.

19 ATTORNEY KWIATEK: -- for a number
20 of reasons, including the fees.

21 TRUSTEE STACK: Yes.

22 TRUSTEE RALLO: That makes sense.

23 TRUSTEE STACK: And -- and just for
24 the record, I mean, I don't -- I don't hear very
25 many rumblings like "I wish I had 100 percent

1 access to my money."

2 TRUSTEE RALLO: Yeah. It's --

3 TRUSTEE STACK: So, --

4 TRUSTEE RALLO: I don't hear that.

5 TRUSTEE STACK: I think most -- I
6 think a lot of people that do, do the self-
7 directed, are happy that they don't have 50
8 percent fees.

9 MS. DEPEW: Yeah.

10 ATTORNEY KWIATEK: And they're not
11 required to.

12 They could (Not understood.)

13 TRUSTEE STACK: Right.

14 ATTORNEY KWIATEK: All right.
15 Right now, you do not allow brokers and
16 registered investment advisors to be exempted --
17 anybody has them -- to go in and directly work
18 with TD and -- and effectuate -- trade it.

19 TRUSTEE RALLO: Yeah.

20 ATTORNEY KWIATEK: So, -- yes.
21 Yes. Because Tom told us that. That was the
22 second of the two questions that he actually
23 answered.

24 So, there -- I verified with them
25 on the call the other day, if you allow that,

1 there is no extra fee from Empower, from Empower
2 Brokerage for that.

3 Obviously, the broker, or the -- or
4 the broker advisor may have a fee, but that's
5 outside of the plan.

6 So, the question is whether you
7 want the -- the people who do, do the investment,
8 to utilize a broker and their "RA" to go in to
9 have access to that account --

10 TRUSTEE STACK: Yeah.

11 ATTORNEY KWIATEK: -- and do the
12 trading.

13 I like it. And I'll tell you why.

14 TRUSTEE RALLO: Yeah.

15 TRUSTEE STACK: Yeah, I do --

16 ATTORNEY KWIATEK: I'll tell you
17 why.

18 (Four people speaking over each other.)

19 MS. DEPEW: (not clear) and then
20 some of you got --

21 ATTORNEY KWIATEK: The reason I
22 like them to have it, --

23 (Four people still speaking over each
24 other.)

25 MS. DEPEW: Some of them have --

1 (not clear)

2 ATTORNEY KWIATEK: Right.

3 MS. DEPEW: You know.

4 ATTORNEY KWIATEK: If they're a
5 registered investment -- they have to be a
6 registered investment advisor, or a broker.

7 And the reason is, because then you
8 know, at least, that somebody who knows what
9 they're doing is handling the investments in that
10 account. Right?

11 It -- the fees are all on them, so
12 -- and there's no additional fee to the plan, --

13 TRUSTEE STACK: Correct.

14 ATTORNEY KWIATEK: -- to allow
15 that.

16 TRUSTEE RALLO: Hm-hm.

17 ATTORNEY KWIATEK: And the -- if
18 you want, the -- the fees that are -- the
19 registered investment advisor fee, the broker
20 fee, can be paid directly out of the plan
21 account, to those individuals.

22 That's how our plan works at -- at
23 our firm.

24 And my -- my investment advisor has
25 access to my Schwab account that's under my

1 retirement plan account. And she just handles
2 it.

3 TRUSTEE STACK: That's what I've
4 had done.

5 ATTORNEY KWIATEK: Yes.

6 TRUSTEE/DIRECTOR GANS: So, that
7 doesn't --

8 MS. DEPEW: They have --

9 ATTORNEY KWIATEK: I think --

10 MS. DEPEW: -- to tell --

11 TRUSTEE/DIRECTOR GANS: -- make
12 it --

13 ATTORNEY KWIATEK: -- it makes --

14 MS. DEPEW: -- you and then --

15 TRUSTEE/DIRECTOR GANS: -- as
16 messy?

17 ATTORNEY KWIATEK: -- it cleaner.

18 MS. DEPEW: (not understood.)

19 (Speaking over each other.)

20 ATTORNEY KWIATEK: Because -- and
21 --

22 MS. DEPEW: (not understood.)

23 ATTORNEY KWIATEK: -- and --

24 MS. DEPEW: (not understood.)

25 ATTORNEY KWIATEK: And I think it

1 helps lower your liability, because --

2 TRUSTEE STACK: Hm-hm.

3 ATTORNEY KWIATEK: -- if you don't
4 allow that, what -- what registered investment
5 advisor broker is going to advise on those funds,
6 because they don't have a way of getting paid,
7 getting in doing it. Right?

8 They'd have to start up a separate
9 agreement and say, well, we're including, in our
10 fee, all the assets that are under there, --

11 TRUSTEE/DIRECTOR GANS: Right.

12 ATTORNEY KWIATEK: -- because I'm
13 managing it.

14 MS. DEPEW: (not understood.)

15 ATTORNEY KWIATEK: So, I think if
16 you're going to allow these accounts, that you
17 should allow direct access. Okay?

18 TRUSTEE STACK: But, we are going
19 to look into
20 Genex being able to --

21 ATTORNEY KWIATEK: Yep.

22 TRUSTEE STACK: -- act as (not
23 clear)--

24 ATTORNEY KWIATEK: Yep.

25 TRUSTEE STACK: -- through Empower

1 Brokerage. ATTORNEY KWIATEK: They
2 are the --
3 MS. DEPEW: Yes. I think that's
4 the goal.
5 (Speaking over each other.)
6 MS. DEPEW: I think they are the --
7 TRUSTEE STACK: But, then, if --
8 ATTORNEY KWIATEK: They have that
9 question.
10 TRUSTEE STACK: But then there's
11 that additional flexibility, hey, I don't want --
12 TRUSTEE RALLO: If you want to do
13 -- if you want to do the individual --
14 ATTORNEY KWIATEK: And what if you
15 already have somebody?
16 (Four persons speaking at the same
17 time.)
18 ATTORNEY KWIATEK: Right? That you
19 like.
20 So, -- so, for example, for me, we
21 actually have a fiduciary advisor for -- for our
22 plan, --
23 TRUSTEE STACK: Hm-hm.
24 ATTORNEY KWIATEK: -- who is a
25 three-thirty-eight, so they do everything.

1 I don't -- and -- but, they pick
2 our funds lineup.

3 I have no interest in asking them
4 to also do -- I have -- in -- in those accounts.

5 TRUSTEE STACK: Outside stuff.

6 ATTORNEY KWIATEK: Well, I don't
7 even ask them, but in the plan, I have a self-
8 directed brokerage account and I have a core-fund
9 --

10 TRUSTEE STACK: Yeah.

11 ATTORNEY KWIATEK: -- lineup.

12 We're not required to, but, I --
13 I'm on the advisory committee and I think it's
14 (not clear) if you're not invested --

15 (General chuckles)

16 ATTORNEY KWIATEK: -- in something
17 under the investments that are offered under the
18 plan.

19 But, I don't want them -- I have an
20 investment advisor. I want her doing it.

21 I don't want the -- they're fine
22 for the plan core lineup, but I don't -- I don't
23 know them -- want them --

24 TRUSTEE STACK: Yeah.

25 ATTORNEY KWIATEK: -- so, that's

1 why --

2 TRUSTEE STACK: So the additional

3 flexibility is having someone saying, --

4 ATTORNEY KWIATEK: Yeah.

5 TRUSTEE STACK: -- I already have

6 a guy --

7 MS. DEPEW: Flexibility --

8 TRUSTEE STACK: -- or a girl --

9 ATTORNEY KWIATEK: Exactly.

10 MS. DEPEW: -- is their additional

11 (not clear) It doesn't sound like they're --

12 TRUSTEE STACK: No.

13 TRUSTEE/DIRECTOR GANS: Where --

14 where are we?

15 ATTORNEY KWIATEK: That's why I

16 think it reduces your risks.

17 MS. DEPEW: Right.

18 TRUSTEE/DIRECTOR GANS: What page

19 are we talking about?

20 ATTORNEY KWIATEK: Oh, I don't

21 know.

22 (Everyone speaking over each other.)

23 TRUSTEE STACK: Somewhere --

24 (Not clear)

25 TRUSTEE STACK: -- between five and

1 six.

2 (Everyone speaking over each other.)

3 ATTORNEY KWIATEK: I'm not sure if

4 this question is there, or not.

5 TRUSTEE/DIRECTOR GANS: Okay. I

6 thought --

7 (Everyone speaking over each other.)

8 TRUSTEE/DIRECTOR GANS: I thought

9 we were referring --

10 TRUSTEE STACK: Page six, number

11 nine, "Third party trading and --

12 ATTORNEY KWIATEK: There you go.

13 TRUSTEE RALLO: Yeah.

14 MS. DEPEW: Page six, number nine.

15 ATTORNEY KWIATEK: Okay.

16 TRUSTEE/DIRECTOR GANS: Okay.

17 Thanks.

18 MS. DEPEW: So we're gonna make

19 that one.

20 TRUSTEE RALLO: I know that --

21 ATTORNEY KWIATEK: Are we in --

22 TRUSTEE RALLO: -- like, --

23 ATTORNEY KWIATEK: -- agreement

24 that, that's yes?

25 (Speaking over each other.)

1 TRUSTEE RALLO: That's a yes.
2 TRUSTEE/DIRECTOR GANS: Yep.
3 ATTORNEY KWIATEK: Rick?
4 MS. DEPEW: Mister Gans?
5 TRUSTEE RALLO: Rick?
6 TRUSTEE/DIRECTOR GANS: Yes. I'm
7 a yes.
8 Tell me if we have to vote on any
9 of these things. Otherwise, --
10 ATTORNEY KWIATEK: No, I --
11 TRUSTEE/DIRECTOR GANS: -- we'll
12 --
13 ATTORNEY KWIATEK: -- I --
14 TRUSTEE/DIRECTOR GANS: -- just
15 do it by consensus.
16 ATTORNEY KWIATEK: I don't really
17 think we need formal -- well, when it comes to
18 approving the finalized documents, then we'll
19 have you all --
20 TRUSTEE/DIRECTOR GANS: All right.
21 ATTORNEY KWIATEK: -- review and
22 approve.
23 TRUSTEE RALLO: (not understood)
24 TRUSTEE/DIRECTOR GANS: Are you on
25 (not clear)

1 (General chuckles.)
2 TRUSTEE/DIRECTOR MILLNER: Only if
3 it's the real deal.
4 (Not clear over laughter.)
5 TRUSTEE/DIRECTOR MILLNER: No
6 diet.
7 ATTORNEY KWIATEK: Yes. Yes, I do.
8 (General laughter continues.)
9 TRUSTEE/DIRECTOR GANS: (not
10 clear)
11 TRUSTEE/DIRECTOR MILLNER: No
12 diet, if they have regular Coke, or Pepsi.
13 TRUSTEE RALLO: I have my water
14 right here.
15 TRUSTEE/DIRECTOR GANS: (not
16 clear)
17 TRUSTEE/DIRECTOR MILLNER: Not
18 diet.
19 MS. DEPEW: You have enough hands?
20 TRUSTEE/DIRECTOR GANS: Water,
21 water, regular. Okay.
22 TRUSTEE/DIRECTOR MILLNER: Thank
23 you.
24 TRUSTEE RALLO: Thanks, Boss.
25 MS. LONG: I need a copy of the

1 Agenda and these documents that you all are
2 referring to.

3 MS. DEPEW: I'll email a copy of
4 everything to you. They're all electronic.

5 MS. LONG: I'm sorry?

6 MS. DEPEW: I'll email them to you.
7 They're electronic.

8 Do you want a hard copy, but I'll
9 also email them to you.

10 MS. LONG: Okay.

11 MS. DEPEW: Okay.

12 MS. LONG: I appreciate it.

13 MS. DEPEW: Absolutely.

14 MS. LONG: I don't know where the
15 agenda's are.

16 MS. DEPEW: Well, I put them in
17 their spots. I didn't know they were physically.

18 ATTORNEY KWIATEK: Let's turn to --

19 TRUSTEE/DIRECTOR MILLNER: That'll
20 be fine.

21 ATTORNEY KWIATEK: There is a chart

22 --

23 TRUSTEE/DIRECTOR MILLNER: Thank
24 you.

25 ATTORNEY KWIATEK: So, now we're

1 gonna go on to the plan restatement -- the grid.
2 TRUSTEE RALLO: Yum. Yep. Gotcha.
3 MS. DEPEW: So it's got red on the
4 side of it?
5 TRUSTEE RALLO: Yep.
6 ATTORNEY KWIATEK: Yep.
7 TRUSTEE STACK: I think it's got --
8 TRUSTEE/DIRECTOR GANS: (not
9 clear)
10 ATTORNEY KWIATEK: So, --
11 (Everyone speaking)
12 ATTORNEY KWIATEK: -- Empower
13 provided this grid and it had --
14 TRUSTEE/DIRECTOR MILLNER: I'm
15 listening.
16 TRUSTEE/DIRECTOR GANS: Okay.
17 ATTORNEY KWIATEK: -- and it had
18 the columns through the employer -- Empower's
19 comments.
20 And we added the responses.
21 TRUSTEE RALLO: Oh.
22 ATTORNEY KWIATEK: Those are our
23 comments.
24 And then anything in red, --
25 TRUSTEE/DIRECTOR MILLNER: Uh-huh.

1 ATTORNEY KWIATEK: -- in here,
2 whether it's over to the side, or in the body,
3 are our changes and our responses.

4 TRUSTEE/DIRECTOR MILLNER: Okay.

5 ATTORNEY KWIATEK: I -- I mentioned
6 in my email to Michelle, I have not had a chance
7 to take a final look at a few of the plan
8 provisions, but I wanted to get this out and get
9 it to you, because we're talking about it on the
10 call on -- on next Wednesday.

11 And there are some questions in
12 here.

13 TRUSTEE/DIRECTOR MILLNER:
14 Question?

15 ATTORNEY KWIATEK: Yeah.

16 TRUSTEE/DIRECTOR MILLNER: So,
17 you've added the things that are in red?

18 But, in the --

19 ATTORNEY KWIATEK: (not clear)

20 TRUSTEE/DIRECTOR MILLNER: -- in
21 the body, --

22 ATTORNEY KWIATEK: -- a lot of
23 comfort --

24 TRUSTEE/DIRECTOR MILLNER: --
25 like on page three, where it's red-lined out,

1 you're removing something that was provided to
2 us.

3 MS. DEPEW: That's exactly right.

4 TRUSTEE/DIRECTOR MILLNER: Okay.

5 ATTORNEY KWIATEK: Well, we're
6 removing something. A comment of Empower.

7 TRUSTEE/DIRECTOR MILLNER: Okay.

8 Thank you.

9 ATTORNEY KWIATEK: So, the same
10 thing, under the name of the employer, for some
11 reason, a name on the 401-A plan, --

12 TRUSTEE/DIRECTOR MILLNER: Oh.

13 ATTORNEY KWIATEK: -- as well.

14 TRUSTEE/DIRECTOR MILLNER: Yep.
15 I see that.

16 ATTORNEY KWIATEK: So, --

17 MS. DEPEW: Just so you guys know,
18 there's a front and back to all your pages.

19 TRUSTEE STACK: Yeah.

20 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

21 MS. DEPEW: The pages are front
22 and back.

23 TRUSTEE STACK: Yeah.

24 TRUSTEE/DIRECTOR MILLNER: Yes.

25 ATTORNEY KWIATEK: Okay. So, we'll

1 -- we'll correct that.

2 A lot of these are -- so, Josey
3 went through this and -- and -- and made the
4 notes, so I just -- that's why I have to double-
5 check a couple of things.

6 (An inaudible voice.)

7 ATTORNEY KWIATEK: I don't think
8 so, because she's pretty awesome.

9 She is --

10 TRUSTEE RALLO: She is awesome.

11 ATTORNEY KWIATEK: --
12 exceptionally awesome, --

13 TRUSTEE RALLO: Yeah.

14 ATTORNEY KWIATEK: -- but there is
15 one provision that neither Empower nor Josie read
16 right and it is extremely confusing, --

17 TRUSTEE RALLO: Oh.

18 ATTORNEY KWIATEK: -- the way the
19 documents are now.

20 And we're going to tell you about
21 why it's extremely confusing.

22 But, okay. So, what -- and you'll
23 have another chance when they do the restatements
24 to us. What -- plan on a long meeting then, --

25 TRUSTEE STACK: Hm-hm.

1 ATTORNEY KWIATEK: -- to go
2 through step-by-step and make sure it's really
3 the fine -- defined and designed the way you want
4 to be.

5 So, some things are like the
6 deferrals, is it for -- is it allowed in
7 percentage or dollars only?

8 And that's in both for Roth and for
9 the deferral contributions.

10 TRUSTEE STACK: What does S-P-D
11 mean?

12 ATTORNEY KWIATEK: Summary Plan
13 Description.

14 TRUSTEE RALLO: Yeah.

15 TRUSTEE STACK: Thank you.

16 ATTORNEY KWIATEK: That's the part
17 that's supposed to be easily understand.

18 In-plan Roth rollover or transfer.

19 They couldn't tell whether it was
20 permitted, or not.

21 Josie looked at it and said, no,
22 that -- that it can be, but you need an
23 amendment.

24 I don't know if you saw my email
25 about other amendments, that I --

1 MS. DEPEW: You did. And I don't
2 know. I don't know --

3 ATTORNEY KWIATEK: As far as you
4 know?

5 MS. DEPEW: Right.

6 ATTORNEY KWIATEK: Okay.

7 MS. DEPEW: Right.

8 ATTORNEY KWIATEK: And, so, we
9 don't see an amendment, from what we have, to
10 allow in-plan Roth rollovers.

11 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

12 ATTORNEY KWIATEK: It -- it allows
13 you to take money that's pre-tax in a plan and
14 move it to -- over to an after-tax account in
15 your plan and pay tax on it.

16 I don't know whether that's
17 something you would want, or not.

18 Right now, you don't allow it.
19 It's a little bit complicated from an
20 administrative standpoint.

21 I am sure Empower can follow it and
22 track it, but it's just a little --

23 TRUSTEE RALLO: I think that --
24 that, yeah, we shouldn't allow it. I don't -- I
25 don't think that -- because if people -- if

1 somebody chooses a Roth IRA an IRA, they usually
2 pretty much, through the -- through the long
3 haul, as far as that's concerned, they -- if they
4 wanted to roll it over, they could wait until the
5 -- until the -- to the next year to roll -- to
6 change their plan.

7 And they just need to keep it --

8 ATTORNEY KWIATEK: And they can
9 change their --

10 (Speaking over each other.)

11 TRUSTEE RALLO: Yeah, --

12 ATTORNEY KWIATEK: Okay.

13 TRUSTEE RALLO: If that's okay with
14 everybody else, (not clear).

15 ATTORNEY KWIATEK: So we'll just
16 verify that you don't have a current plan
17 document, --

18 TRUSTEE RALLO: Hm-hm.

19 ATTORNEY KWIATEK: -- plan
20 amendment for that.

21 Okay. I've got -- so, the question
22 here is -- is not clear how you do catch-up
23 contributions.

24 So, that's the -- if you're a
25 certain age, --

1 MS. DEPEW: Right.
2 ATTORNEY KWIATEK: -- you can (one
3 word not clear) extra money.
4 MS. DEPEW: Right.
5 ATTORNEY KWIATEK: And the question
6 is, --
7 TRUSTEE STACK: Say that again? If
8 you're what?
9 ATTORNEY KWIATEK: -- if you --
10 TRUSTEE STACK: -- if you're what
11 --
12 ATTORNEY KWIATEK: Huh?
13 TRUSTEE STACK: You were explaining
14 --
15 ATTORNEY KWIATEK: The catch-up
16 contributions?
17 TRUSTEE STACK: Yeah.
18 ATTORNEY KWIATEK: There's a limit
19 on how much you can contribute, --
20 MS. DEPEW: Yeah.
21 ATTORNEY KWIATEK: -- you can do
22 extra. It's called a catch-up --
23 MS. DEPEW: Yeah.
24 ATTORNEY KWIATEK: -- because
25 you're getting older. You're getting near

1 retirement, --

2 MS. DEPEW: Yeah.

3 ATTORNEY KWIATEK: -- and so it
4 lets you do the extra.

5 So the question is, how that extra
6 is elected.

7 Is it -- if I make an election of
8 six percent of my comp and that's above the
9 limit, does it automatically become a catch-up
10 contribution, or, do I have to specifically say
11 I want to make a catch-up contribution?

12 Like, so the difference is, if I
13 make a six percent and it's over the limit and I
14 -- and I have to make an election for the -- (not
15 clear) for the six percent, no additional is
16 gonna go in.

17 If it's automatic for the spill
18 over, then it -- it would not be cut off. It
19 would -- they would keep accumulating it until I
20 hit the maximum, including the catch-up limits.

21 Do you know what you're actually
22 doing now and how that works?

23 MS. DEPEW: Entirely for payroll,
24 we -- I do know. We have two separate codes.

25 The -- the main code, (not clear)

1 you can do two years at 18,000, --
2 ATTORNEY KWIATEK: Yes.
3 MS. DEPEW: -- and then the catch-
4 up is five, or six (not clear)
5 ATTORNEY KWIATEK: Yes.
6 MS. DEPEW: So, the individuals
7 that want the catch-up plan are going to have
8 (not clear) through payroll, because if we change
9 their payroll, so we monitor it if it went from
10 max to 18,000 and then notify them that now we're
11 running into the catch-up plan and they (not
12 clear) into the catch-up plan then.
13 ATTORNEY KWIATEK: Yes. And that's
14 only if they say, I want it --
15 MS. DEPEW: Only if they say --
16 ATTORNEY KWIATEK: -- in catch-up?
17 MS. DEPEW: Yes.
18 ATTORNEY KWIATEK: So, -- so, it's
19 true, you are actually notifying them --
20 MS. DEPEW: Yes.
21 ATTORNEY KWIATEK: -- when they
22 hit the limit --
23 MS. DEPEW: Yes.
24 ATTORNEY KWIATEK: -- and elect --
25 whoa.

1 MS. DEPEW: So it does not --
2 ATTORNEY KWIATEK: Would you want
3 to not do that --
4 MS. DEPEW: Well, absolutely.
5 ATTORNEY KWIATEK: -- and have
6 that --
7 (Speaking over each other.)
8 MS. DEPEW: Well, absolutely.
9 ATTORNEY KWIATEK: I mean, no one
10 does that.
11 By the way, no one does.
12 MS. DEPEW: We monitor them all.
13 We let them know, here's what you -- yeah.
14 We have a lot of -- we have a lot
15 of --
16 TRUSTEE STACK: But, it's like 800
17 bucks a paycheck, or something like that.
18 MS. DEPEW: It can be. Because
19 they don't have to do the (not clear) of the
20 catch-up.
21 TRUSTEE/DIRECTOR GANS: That's,
22 also, a responsibility that --
23 ATTORNEY KWIATEK: Right.
24 TRUSTEE/DIRECTOR GANS: -- why
25 should we take --

1 ATTORNEY KWIATEK: Yeah.
2 TRUSTEE/DIRECTOR GANS: -- if we
3 make a mistake --
4 ATTORNEY KWIATEK: Yeah. And what
5 if you don't communicate that with your record
6 keeper?
7 Because there are times when
8 payroll doesn't -- and what if you don't -- you
9 know, somebody --
10 (Four people speaking at the same
11 time.)
12 MS. DEPEW: I don't know about --
13 TRUSTEE/DIRECTOR GANS: Well, --
14 TRUSTEE STACK: (not clear)
15 TRUSTEE/DIRECTOR MILLNER: You've
16 been lucky, I think.
17 TRUSTEE/DIRECTOR GANS: You all
18 agree it's a bad idea.
19 TRUSTEE STACK: Yeah.
20 ATTORNEY KWIATEK: You're lucky.
21 MS. DEPEW: Right.
22 ATTORNEY KWIATEK: You've gotten
23 lucky.
24 TRUSTEE STACK: Yeah.
25 ATTORNEY KWIATEK: So. The question

1 is, do we want it to automatically spill over, or
2 do we want to only -- right now, it sounds like
3 it's only applied when they say, yes, I want to
4 make that election. So, --

5 MS. DEPEW: That's correct.

6 ATTORNEY KWIATEK: -- we can
7 continue with that and take on this out of the --

8 MS. DEPEW: Yes. We (one word not
9 clear) them to know when they reach that max and
10 (not clear) --

11 ATTORNEY KWIATEK: So if they don't
12 reply to you at all, you cut 'em off?

13 MS. DEPEW: Well, yeah, because,
14 once again, --

15 ATTORNEY KWIATEK: Okay.

16 MS. DEPEW: -- we're not taking
17 your payroll without written communication, --

18 TRUSTEE/DIRECTOR MILLNER: Really.

19 MS. DEPEW: -- that -- that we
20 have the authorization to change your paycheck
21 and your payroll. Right.

22 ATTORNEY KWIATEK: But, you
23 actually are, though, because if I've elected six
24 percent and you're suddenly not taking out that
25 six percent anymore, because I hit the limit,

1 that is a (not clear).

2 MS. DEPEW: Most of ours are only
3 (not clear) these accounts. They are supposed to
4 be (not clear)

5 ATTORNEY KWIATEK: Oh, okay.

6 MS. DEPEW: They're only --
7 (Speaking over each other.)

8 ATTORNEY KWIATEK: Now, this is
9 only --

10 MS. DEPEW: They're only stop --

11 ATTORNEY KWIATEK: Oh, okay.

12 TRUSTEE STACK: Right. So, that's
13 -- that's what I was saying, like, --

14 ATTORNEY KWIATEK: (speaking over
15 each other.)

16 Oh, okay. So, --

17 MS. DEPEW: And we don't do any
18 percentages.

19 ATTORNEY KWIATEK: Okay. So, --

20 MS. DEPEW: (not clear) ahead, they
21 said, I've got 26 payrolls. I can reach the max.

22 ATTORNEY KWIATEK: Did you know
23 that your SPD says it can be either?

24 TRUSTEE STACK: I was going to say,
25 it is -- they're in a percent, or, x-amount of

1 dollars per check.

2 MS. DEPEW: I haven't seen that.
3 All I know is there's zero -- zero participants
4 at (not clear) percent.

5 ATTORNEY KWIATEK: Okay.

6 MS. DEPEW: Zero participants.

7 ATTORNEY KWIATEK: Okay.

8 TRUSTEE STACK: All right. I mean,
9 because at one point, the max was, whatever,
10 five-fifty, every paycheck.

11 MS. DEPEW: Yeah.

12 TRUSTEE STACK: And, so, you know,
13 I do x-amount of dollars. That's why I was
14 questioning, so if I say, I want to do 800 per
15 paycheck and that equates to --

16 MS. DEPEW: Right.

17 TRUSTEE STACK: -- more than the
18 max, you guys will say, well, you can't do that.
19 You have --

20 (Speaking over each other.)

21 ATTORNEY KWIATEK: -- cut you off
22 --

23 TRUSTEE STACK: -- you have --
24 you're not -- you're not 48 years old, or,
25 whatever it is.

1 MS. DEPEW: The code in of itself
2 in Paychex has a threshold (not clear).
3 TRUSTEE STACK: Okay.
4 MS. DEPEW: It has a threshold
5 built in.
6 The dollar threshold's in
7 everything else.
8 TRUSTEE STACK: Okay.
9 MS. DEPEW: So, even if -- we don't
10 have to manage the last point, but we have to
11 monitor when it does (one word not clear) forward
12 to the catch-up plan, because that is a separate
13 code, --
14 TRUSTEE STACK: Yeah.
15 MS. DEPEW: -- for catch-up
16 dollars only.
17 It will stop taking funds for the
18 normal plan, automatically, --
19 ATTORNEY KWIATEK: But --
20 MS. DEPEW: -- based upon the
21 dollar amount.
22 ATTORNEY KWIATEK: Okay. And then
23 it either does or doesn't go into catch-up,
24 depending on what somebody tells you.
25 MS. DEPEW: That's right.

1 ATTORNEY KWIATEK: Right?
2 MS. DEPEW: That's right.
3 ATTORNEY KWIATEK: They can keep
4 the extra money, or they --
5 MS. DEPEW: That's right.
6 ATTORNEY KWIATEK: All right.
7 Let's make a --
8 MS. DEPEW: That's right.
9 ATTORNEY KWIATEK: Let's make this
10 automated.
11 MS. DEPEW: That'll be perfect.
12 ATTORNEY KWIATEK: So, if -- I
13 mean, if it requires an election, it requires an
14 election, but it's something, I -- I am assuming
15 that Empower would -- would monitor and that you
16 wouldn't have to.
17 So, on --
18 MS. DEPEW: Yeah. Yeah.
19 ATTORNEY KWIATEK: Let's verify
20 that.
21 MS. DEPEW: Empower and Paychex is
22 (not clear) to speak (not clear) after this and
23 I assume that (not clear) if they are and they're
24 going to speak well, --
25 ATTORNEY KWIATEK: Right.

1 MS. DEPEW: -- and that will be a
2 much better conversation.

3 Because, right now, TD Ameritrade
4 and payroll don't speak.

5 TRUSTEE STACK: And --

6 MS. DEPEW: We send the files. We
7 (not clear) some things and (not clear) conflicts
8 and that would eliminate that.

9 TRUSTEE STACK: I mean, if I was an
10 account --

11 I mean, I think our whole goal is to consolidate
12 all of the services.

13 So, in theory, when 2020 comes
14 around, and if -- you know, okay, we're getting
15 a raise, or something, then I can get on
16 Empower's website and I can say, hey, this is
17 what I want to change my election to.

18 I don't necessarily have to go
19 through --

20 ATTORNEY KWIATEK: No, you don't.
21 Right.

22 MS. DEPEW: Correct.

23 TRUSTEE STACK: -- anyone, any
24 more.

25 TRUSTEE RALLO: Yes. That was

1 exactly how everybody wants that. Everybody --
2 MS. DEPEW: I think --
3 TRUSTEE RALLO: -- wants that.
4 MS. DEPEW: I think we do, as
5 well, Joe.
6 I think -- I think that's a whole
7 compact --
8 TRUSTEE RALLO: Yeah.
9 ATTORNEY KWIATEK: Right. And this
10 is the -- it won't even work, --
11 MS. DEPEW: Right.
12 ATTORNEY KWIATEK: -- the way that
13 the Empower system works.
14 MS. DEPEW: Right.
15 ATTORNEY KWIATEK: So, that's why.
16 So, we -- and, then, is there any reason not to
17 allow people to elect a percentage of (not clear)
18 --
19 MS. DEPEW: No.
20 ATTORNEY KWIATEK: -- instead of
21 a flat fee?
22 TRUSTEE RALLO: No.
23 ATTORNEY KWIATEK: So, okay.
24 MS. DEPEW: No.
25 TRUSTEE STACK: It can be an

1 and/or.

2 ATTORNEY KWIATEK: Yep.

3 TRUSTEE STACK: Yeah.

4 MS. DEPEW: I mean, let's say, if
5 they say (not clear) communicate (not clear) and
6 doing itself, I mean, but if we have to (not
7 clear) at --

8 ATTORNEY KWIATEK: No.

9 MS. DEPEW: -- like six percent,
10 because like again, if you're an employee and
11 (not clear) and then once -- once a year, even if
12 we're not given that District raises, then you're
13 getting the (not clear) raise.

14 TRUSTEE STACK: Right.

15 MS. DEPEW: So, internally, (not
16 clear).

17 TRUSTEE STACK: Right.

18 MS. DEPEW: We don't want to use
19 (not clear).

20 TRUSTEE RALLO: Our simple-minded
21 firefighter minds work in (one word not clear) --

22 MS. DEPEW: Yeah.

23 TRUSTEE RALLO: -- so, you know,

24 --

25 MS. DEPEW: Yeah.

1 TRUSTEE RALLO: -- and I want
2 \$300.00 taken from my paycheck, --
3 MS. DEPEW: Correct.
4 TRUSTEE RALLO: -- or, whatever.
5 TRUSTEE STACK: Hm-hm.
6 MS. DEPEW: Yeah.
7 (General chuckles.)
8 ATTORNEY KWIATEK: Okay. So I'm
9 going to verify that allowing a percentage
10 doesn't include --
11 (Speaking over each other.)
12 TRUSTEE STACK: Yeah.
13 ATTORNEY KWIATEK: Okay. In the
14 process.
15 MS. DEPEW: Any --
16 (Speaking over each other.)
17 ATTORNEY KWIATEK: Anything that's
18 a -- anything's fine, as long as it doesn't
19 require the District to monitor --
20 (Speaking over each other.)
21 ATTORNEY KWIATEK: Okay. All
22 right.
23 (Continued speaking over each other.)
24 ATTORNEY KWIATEK: Okay. Ahh,
25 let's see.

1 Allocation conditions.

2 There's a question about whether

3 the allocation, the five thou -- 500 hours of

4 service --

5 MS. DEPEW: What page are you on?

6 TRUSTEE STACK: The first page.

7 MS. DEPEW: One, still?

8 ATTORNEY KWIATEK: I'm still on

9 page one, towards the --

10 MS. DEPEW: I get it.

11 ATTORNEY KWIATEK: -- allocation

12 --

13 MS. DEPEW: Yep.

14 ATTORNEY KWIATEK: -- conditions.

15 MS. DEPEW: Yep.

16 ATTORNEY KWIATEK: So, right now,

17 you require --

18 TRUSTEE RALLO: That's always

19 confusing.

20 ATTORNEY KWIATEK: -- people to

21 have 500 hours --

22 MS. DEPEW: Yes.

23 ATTORNEY KWIATEK: -- each plan

24 year, --

25 MS. DEPEW: Yes.

1 ATTORNEY KWIATEK: -- to get it?
2 MS. DEPEW: Yes.
3 ATTORNEY KWIATEK: Okay.
4 MS. DEPEW: Yes.
5 ATTORNEY KWIATEK: Yes?
6 MS. DEPEW: Yes. Yes, we do.
7 And, normally, (not clear) that
8 happens to be the middle of March, April --
9 TRUSTEE STACK: April.
10 ATTORNEY KWIATEK: Yeah. It should
11 be like --
12 MS. DEPEW: Yes.
13 ATTORNEY KWIATEK: -- the first
14 quarter --
15 MS. DEPEW: Or, April --
16 ATTORNEY KWIATEK: -- ish.
17 MS. DEPEW: Yeah. It's first
18 quarter. So, yeah. It's first quarter-ish.
19 So, yeah. We -- we do -- we do
20 (not clear) into that time.
21 ATTORNEY KWIATEK: Okay. But, --
22 and it's a per year, not a one time only.
23 TRUSTEE STACK: It's an annual.
24 ATTORNEY KWIATEK: Okay.
25 MS. DEPEW: Per year, yeah.

1 ATTORNEY KWIATEK: Okay. That's
2 fine. It's just the plan document's are not very
3 good, in that regard.

4 Forfeitures. Okay. Josie just
5 fixed the way they had it. But, I don't think
6 there's anything for you to describe on that one.

7 Roll over.

8 TRUSTEE/DIRECTOR MILLNER: That's
9 two, now?

10 ATTORNEY KWIATEK: Yes. Page two.

11 TRUSTEE STACK: The back side.

12 (Referring to the back of page one.)

13 TRUSTEE RALLO: The back side.

14 ATTORNEY KWIATEK: Current
15 employees, oh, let's see. Yeah, she left that.

16 And, then, -- so, Josie said we
17 should plant to you all that the District -- oh,
18 and it -- are there any sources restrictions that
19 you want to implement on rollovers to the plan.

20 Because, if so, they should be in
21 there.

22 So, can they roll -- if they come
23 from another employer, do you care -- do -- first
24 of all, right now, the way it works is that it's
25 current --

1 TRUSTEE STACK: We could limit --
2 MS. DEPEW: Is there any reason --
3 TRUSTEE/DIRECTOR MILLNER: Why
4 would you limit it?
5 MS. DEPEW: -- you can't -- right
6 now, we allow --
7 ATTORNEY KWIATEK: To limit -- to
8 limit it? No.
9 I mean, I would want --
10 TRUSTEE/DIRECTOR MILLNER: A reason
11 to limit it.
12 ATTORNEY KWIATEK: And some of it's
13 coming from a qualified --
14 TRUSTEE/DIRECTOR MILLNER: Right.
15 ATTORNEY KWIATEK: -- and some-
16 thing extra.
17 TRUSTEE STACK: If I had an outside
18 rep, I would love to put it in here, because --
19 ATTORNEY KWIATEK: Yeah.
20 TRUSTEE STACK: -- if it's
21 successful.
22 ATTORNEY KWIATEK: Yeah, it's so
23 much easier to always be able to just bring all
24 that.
25 I don't think we should ever limit

1 it if it's qualified.

2 ATTORNEY KWIATEK: Okay. So, there
3 was a question that they had on -- on the 457
4 plan.

5 Is it firefighters, only?

6 Or, is it --

7 MS. DEPEW: No staff.

8 ATTORNEY KWIATEK: No staff. Okay.

9 The -- the problem is with the --
10 the drafting. The 457 plan doesn't explicitly
11 include any limitation, but, the definition of
12 normal retirement age only defines the term --

13 TRUSTEE STACK: Hm-hm.

14 ATTORNEY KWIATEK: -- of course
15 the firefighters, --

16 MS. DEPEW: Exactly.

17 TRUSTEE/DIRECTOR MILLNER: Ooops.

18 TRUSTEE STACK: Right.

19 ATTORNEY KWIATEK: Okay.

20 (General chuckles.)

21 ATTORNEY KWIATEK: So, we need to
22 fix the --

23 (Everyone speaking over each other.)

24 TRUSTEE/DIRECTOR GANS: Because
25 they didn't used to care about anyone else.

1 ATTORNEY KWIATEK: Right.
2 TRUSTEE/DIRECTOR MILLNER: That's
3 right.
4 MS. DEPEW: They -- they --
5 ATTORNEY KWIATEK: You know, --
6 TRUSTEE/DIRECTOR GANS: And --
7 MS. DEPEW: They still don't.
8 TRUSTEE/DIRECTOR GANS: And we do.
9 TRUSTEE/DIRECTOR MILLNER: They're
10 a narcissistic group.
11 ATTORNEY KWIATEK: You know, we saw
12 that in the -- in the VEBA, as well.
13 TRUSTEE RALLO: Oh, yeah. That --
14 TRUSTEE/DIRECTOR GANS: Yeah.
15 ATTORNEY KWIATEK: With some of the
16 verbiage and only thinking about --
17 TRUSTEE/DIRECTOR GANS: They
18 ignored all of the eight hour people.
19 TRUSTEE RALLO: Hm-hm.
20 ATTORNEY KWIATEK: Yeah. Right.
21 TRUSTEE/DIRECTOR MILLNER: It's
22 kinda funny that nobody ever even talked about
23 it.
24 MS. DEPEW: Because I think, you
25 always think when we talked about that we need a

1 pension drop, it was always some (one word not
2 clear) provision that says, well, the senior
3 staff gets everything that you have, but --

4 TRUSTEE/DIRECTOR GANS: They got
5 everything. It's just --

6 ATTORNEY KWIATEK: Well, but your
7 advisors, in the (not clear) should've caught
8 that.

9 MS. DEPEW: Right.

10 ATTORNEY KWIATEK: I mean, the
11 advisors, in the past --

12 TRUSTEE STACK: Come on, Jamie.

13 ATTORNEY KWIATEK: (not clear)

14 (General laughter.)

15 MS. DEPEW: I'm -- I'm over that.

16 ATTORNEY KWIATEK: Okay. Now, I'm
17 (not clear).

18 TRUSTEE/DIRECTOR MILLNER: I think
19 it's a good idea to have it --

20 TRUSTEE/DIRECTOR GANS: Former
21 advisors.

22 TRUSTEE RALLO: Former advisors.
23 Right.

24 ATTORNEY KWIATEK: So, on the -- on
25 the eligible employees. Right? Eligibility.

1 TRUSTEE/DIRECTOR MILLNER: What
2 page are we on?
3 (Speaking over each other.)
4 TRUSTEE/DIRECTOR MILLNER: On two?
5 TRUSTEE/DIRECTOR GANS: Yeah.
6 TRUSTEE/DIRECTOR MILLNER: You're
7 on "Excluded Employees"?
8 MS. DEPEW: Okay?
9 TRUSTEE/DIRECTOR MILLNER: Hm-hm.
10 ATTORNEY KWIATEK: Well, I just
11 lost my notes.
12 Oh, here we go.
13 TRUSTEE STACK: We're on two.
14 ATTORNEY KWIATEK: Excluded
15 Employees.
16 TRUSTEE/DIRECTOR MILLNER: Thank
17 you.
18 ATTORNEY KWIATEK: Yes. On page
19 two.
20 You have different rules, between
21 the two plans.
22 There are no -- no exclusions, at
23 all on your 401A plan and on your 457 plan, you
24 exclude leased employees and Directors who are
25 elected.

1 TRUSTEE/DIRECTOR GANS: I think
2 both are appropriate.

3 ATTORNEY KWIATEK: And independent
4 contractors.

5 You want to exclude them all?

6 TRUSTEE/DIRECTOR GANS: I think so.

7 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

8 ATTORNEY KWIATEK: And -- and I
9 don't know --

10 TRUSTEE RALLO: I --

11 ATTORNEY KWIATEK: -- there --
12 there's no reason that these plans should be
13 different.

14 TRUSTEE/DIRECTOR GANS: Right.

15 TRUSTEE STACK: Right. Yeah, I
16 agree. Excluded.

17 MS. DEPEW: Yeah. Agreed.

18 ATTORNEY KWIATEK: Let's see here.
19 I would exclude, by the way.
20 The Entry Dates. That looks fine.
21 Change -- oh, so, we don't see any
22 reference to the monthly changes to elective
23 deferrals.

24 Is that -- well, you don't have any
25 elective deferrals in the 401A plan. Right?

1 TRUSTEE RALLO: No, (not clear).
2 ATTORNEY KWIATEK: (not clear),
3 exactly. So I don't know why she made that
4 comment. Just ignore that.
5 TRUSTEE/DIRECTOR MILLNER: It's
6 like (not understood) a moment ago.
7 (General laughter.)
8 ATTORNEY KWIATEK: You know, every
9 now and then, --
10 TRUSTEE/DIRECTOR MILLNER: It's in
11 all that.
12 TRUSTEE RALLO: I'm going to still
13 get it back.
14 ATTORNEY KWIATEK: Every now and
15 then, okay, I'll take that comment out.
16 The rest of these things, are -- on
17 this page, you're seeing, are all correct.
18 So, on compensation, --
19 TRUSTEE/DIRECTOR MILLNER: Three?
20 ATTORNEY KWIATEK: Yes. Page
21 three. The top item.
22 TRUSTEE/DIRECTOR MILLNER: Okay.
23 ATTORNEY KWIATEK: So, we changed,
24 somewhat, what Empower had, because there's an
25 inconsistency between the plan and the YTD.

1 So, that's why she left the
2 language in and -- and lined it out, because --

3 TRUSTEE/DIRECTOR MILLNER: Okay.

4 ATTORNEY KWIATEK: -- it's in the
5 SPD, but it's not in the plan, which is not a
6 good thing.

7 It -- it might be okay if it's in
8 the plan and not the SPD, but you never want it
9 to go out of it.

10 So, again, we just need to make
11 sure we have all the documents and there aren't
12 some amendments out there.

13 Can I let you --

14 MS. DEPEW: I will --

15 ATTORNEY KWIATEK: -- follow up
16 and --

17 MS. DEPEW: I will.

18 ATTORNEY KWIATEK: -- and look at
19 that?

20 MS. DEPEW: I will. I will.

21 ATTORNEY KWIATEK: So, -- so that's
22 a little bit of an issue.

23 Yeah.

24 And the current plan documents are
25 silent with respect to mila -- I mean, have you

1 ever had anybody go into the military?

2 MS. DEPEW: We kinda have somebody
3 now.

4 ATTORNEY KWIATEK: Okay. So, the
5 question is whether the payments that they get
6 and -- and as well as if somebody is on
7 disability continuation for a while before they
8 actually terminate, can you treat that as
9 compensation under the plan?

10 Do you know what you're doing right
11 now?

12 MS. DEPEW: This is the first time
13 I've experienced this (not clear) going into the
14 military.

15 ATTORNEY KWIATEK: Right.

16 MS. DEPEW: But, I would imagine --

17 TRUSTEE RALLO: You get compensa --
18 you (not clear) before, until they --

19 ATTORNEY KWIATEK: Disability?

20 TRUSTEE RALLO: Disability.

21 ATTORNEY KWIATEK: Before (not
22 clear - speaking over each other)

23 MS. DEPEW: We count what those
24 comp adds -- came in, so that was the one thing
25 we did several years ago, so that was -- they

1 didn't get -- they simply didn't get a (one word
2 not clear) and contribution.

3 TRUSTEE RALLO: Imagine that.

4 MS. DEPEW: So I would imagine it'd
5 be something similar.

6 Right now, the current situation,
7 they're not getting paid at all.

8 So, it's zero compensation.

9 TRUSTEE RALLO: But, (not clear)
10 they changed that over. Right?

11 ATTORNEY KWIATEK: So, --

12 TRUSTEE RALLO: I don't --

13 ATTORNEY KWIATEK: -- to what? To
14 what? I'm sorry. For -- for what?

15 TRUSTEE RALLO: I don't know.

16 MS. DEPEW: For the military (not
17 clear) they drew (not clear) compensation.

18 ATTORNEY KWIATEK: So, you're --
19 you're treating it as not. Right?

20 MS. DEPEW: I don't know what the

21 --

22 ATTORNEY KWIATEK: As not plan comp

23 --

24 (Speaking over each other.)

25 MS. DEPEW: If it's zero

1 compensation then there's nothing for me to
2 calculate, that -- what they --

3 TRUSTEE RALLO: So, you're saying,
4 Mike did not get a comp -- did not get anything,
5 (not understandable).

6 MS. DEPEW: That's my
7 understanding.

8 TRUSTEE RALLO: Okay.

9 MS. DEPEW: Right.

10 TRUSTEE RALLO: All right.

11 MS. DEPEW: But I think that was a
12 Board decision and whatever conversations
13 happened in that regarding the military, or not
14 military, I'm not privy to all of those.

15 But, if he's not getting paid, then
16 there are hours to recognize, --

17 TRUSTEE STACK: Then he wouldn't
18 have a drop.

19 MS. DEPEW: Right. Then there's no
20 drop to be -- to be had.

21 ATTORNEY KWIATEK: So. And what
22 about somebody on disability?

23 MS. DEPEW: If they -- if they get
24 -- they'll get their hours up until the time they
25 -- (not clear) they're going out and they're

1 terminated.

2 But, we've done those change in the
3 -- that we did make those for Workers' Comp.

4 If they're out for a significant
5 time in Workers' Comp --

6 ATTORNEY KWIATEK: So you never get
7 disability while you're still an employee?

8 MS. DEPEW: Correct.

9 ATTORNEY KWIATEK: Okay.

10 MS. DEPEW: Correct.

11 But, if you're significantly out on
12 Work Comp and you --

13 ATTORNEY KWIATEK: So, you don't
14 have any short-term disability?

15 MS. DEPEW: Um, the only people,
16 you know, with short-term disability are the
17 eight your employees.

18 ATTORNEY KWIATEK: Okay.

19 MS. DEPEW: The shift employees
20 only get (not clear) out get short-term
21 disability.

22 ATTORNEY KWIATEK: And what do you
23 do during that? Do you count that as plan comp,
24 or not?

25 MS. DEPEW: If they -- if they can

1 use their own time, as well, to supplement it,
2 then no.

3 Like, nobody's using it (not
4 understood) --

5 ATTORNEY KWIATEK: Yeah.

6 MS. DEPEW: -- so they don't (not
7 clear) so they (not clear) and to make up (not
8 clear) three to four per date --

9 ATTORNEY KWIATEK: So, -- so, --

10 MS. DEPEW: (not clear)

11 (Speaking over each other.)

12 ATTORNEY KWIATEK: -- you don't --
13 you don't count the extra (one word not
14 understood) benefits, but you do count any paid
15 leave?

16 MS. DEPEW: We will count the (not
17 clear) benefits as well as the Work Comp
18 benefits, yes.

19 ATTORNEY KWIATEK: Well, those
20 aren't Work Comp.

21 MS. DEPEW: No.

22 ATTORNEY KWIATEK: (not understood)
23 (Speaking over reach other.)

24 MS. DEPEW: No, I know.

25 ATTORNEY KWIATEK: Okay. So, but,

1 you said, if he also has paid -- I'm not --
2 MS. DEPEW: (not clear)
3 ATTORNEY KWIATEK: I'm not
4 following what you're saying.
5 MS. DEPEW: He might -- if he has
6 a bank of sick time and --
7 ATTORNEY KWIATEK: Yes?
8 MS. DEPEW: -- and -- and vacation
9 time, so, (not understandable) 60 percent, so, if
10 he gets 40 percent, so you (not clear).
11 ATTORNEY KWIATEK: Right. I
12 understand that.
13 So, for the plan purposes, we're
14 giving her a contribution, --
15 MS. DEPEW: (not clear)
16 contribution.
17 ATTORNEY KWIATEK: Based on the 60-
18 plus (not clear)
19 MS. DEPEW: Right.
20 ATTORNEY KWIATEK: What if she
21 didn't have anything in the 40?
22 MS. DEPEW: Oh, --
23 ATTORNEY KWIATEK: Would it --
24 MS. DEPEW: -- yeah.
25 ATTORNEY KWIATEK: -- appear zero

1 to the account. But, I mean, it should -- I
2 mean, it should be consistent --

3 MS. DEPEW: Well, I don't know.
4 We've never had that --

5 ATTORNEY KWIATEK: -- for
6 accounting.

7 MS. DEPEW: I don't know.

8 ATTORNEY KWIATEK: Okay.

9 MS. DEPEW: I would say yes,
10 because --

11 ATTORNEY KWIATEK: Okay.

12 MS. DEPEW: -- we technically --
13 if they're still an employee, we're holding a
14 spot, --

15 ATTORNEY KWIATEK: Okay.

16 MS. DEPEW: -- and we (not
17 understandable) we have done it in the past, so
18 we go out, so it'd be (not understand) and we got
19 it to (not understood).

20 TRUSTEE STACK: Extra hours.

21 MS. DEPEW: Right. Extra hours.

22 TRUSTEE STACK: And someone's
23 working for you and you --

24 MS. DEPEW: Extra hours, I mean, --
25 yes.

1 ATTORNEY KWIATEK: And Worker's
2 Comp you include on your --

3 (Four people speaking over each other.)

4 MS. DEPEW: Workers' Comp was in
5 your resolutions instead of -- and include under
6 both plans.

7 TRUSTEE RALLO: It used to, but it
8 does --

9 MS. DEPEW: That's correct.
10 Because it used to, and then they (one word not
11 clear) to do it.

12 ATTORNEY KWIATEK: And what do you
13 want to do about military --

14 MS. DEPEW: I don't --

15 ATTORNEY KWIATEK: --
16 differentials, because you would have to find out
17 what that pay is?

18 Disability and Workers' Comp are
19 easier for you to --

20 MS. DEPEW: That's correct. We
21 already know.

22 ATTORNEY KWIATEK: Do want to just
23 exclude military differentials?

24 (Speaking over each other.)

25 ATTORNEY KWIATEK: Or, do you --

1 TRUSTEE RALLO: When someone --
2 ATTORNEY KWIATEK: -- want to
3 include --
4 TRUSTEE RALLO: -- is serving our
5 country --
6 MS. DEPEW: Yeah, --
7 TRUSTEE RALLO: I mean, how do you
8 feel, Rick?
9 That's a difficult question.
10 TRUSTEE/DIRECTOR GANS: Yeah.
11 ATTORNEY KWIATEK: We're holding
12 his job. I mean, we're holding --
13 (Speaking over each other.)
14 TRUSTEE/DIRECTOR GANS: I think
15 there should be a drop.
16 TRUSTEE RALLO: There should be a
17 drop and they should get the -- the -- yeah, I
18 think they should get a drop.
19 I mean, the -- the -- if it was up
20 for discussion, it makes me feel -- I mean, I
21 would feel horrible.
22 TRUSTEE STACK: And it's very rare.
23 ATTORNEY KWIATEK: Yeah. Yeah.
24 TRUSTEE RALLO: It's one
25 individual, at this point.

1 TRUSTEE/DIRECTOR GANS: Is this
2 actually a Pension Board, or a Board discussion?

3 TRUSTEE RALLO: Hmm.

4 TRUSTEE/DIRECTOR GANS: I am
5 thinking it may be a Board discussion.

6 ATTORNEY KWIATEK: But, it's a plan
7 design question, which is, is the employer not
8 the Pension Board. Right?

9 So, it's probably a Board --

10 TRUSTEE/DIRECTOR GANS: Well, okay,
11 coming from pension money that is Board
12 controlled, --

13 ATTORNEY KWIATEK: That's true.

14 TRUSTEE/DIRECTOR GANS: -- so it's
15 not (one word not clear) the action, so, we're
16 not talking about compensation. We're talking
17 about the --

18 (Four people speaking over each other.)

19 TRUSTEE STACK: The definition of
20 --

21 ATTORNEY KWIATEK: The allocation.

22 TRUSTEE/DIRECTOR GANS: Yeah.

23 TRUSTEE STACK: Yeah.

24 TRUSTEE/DIRECTOR GANS: So, it is
25 our -- it is -- it is our decision.

1 TRUSTEE RALLO: Yeah, it is your
2 decision.
3 TRUSTEE/DIRECTOR GANS: Yeah.
4 (General chuckles.)
5 ATTORNEY KWIATEK: We can --
6 TRUSTEE RALLO: Our decision.
7 ATTORNEY KWIATEK: We can give you
8 more time to think and -- and discuss on that
9 one.
10 And just -- I'll tell them we're --
11 we're -- we're having a discussion on that.
12 TRUSTEE/DIRECTOR GANS: All right.
13 Let me -- let me stop the discussion for one
14 second.
15 I have to leave. There are still
16 three of you.
17 TRUSTEE RALLO: Okay.
18 TRUSTEE/DIRECTOR GANS: I know
19 Jamie wants to get through this.
20 ATTORNEY KWIATEK: I want to get
21 through, at least, this. I can push-off --
22 TRUSTEE/DIRECTOR GANS: I have --
23 I -- the thing is, I have to leave here.
24 ATTORNEY KWIATEK: I understand.
25 MS. DEPEW: I need a -- I need a

1 June Pension Meeting date.

2 TRUSTEE/DIRECTOR GANS: All right.

3 MS. DEPEW: Yeah.

4 TRUSTEE/DIRECTOR GANS: So, let me
5 -- let me address that. We had email
6 communication, I tallied up and the date all of
7 us can meet is June 25th.

8 MS. DEPEW: Yeah.

9 TRUSTEE/DIRECTOR GANS: So, --

10 MS. DEPEW: Right.

11 TRUSTEE/DIRECTOR GANS: -- that's
12 one that everyone checked off?

13 MS. DEPEW: Yes. The time?

14 TRUSTEE RALLO: What time is it?

15 TRUSTEE/DIRECTOR GANS: The Board
16 Meeting's at two o'clock, so it'll be similar to
17 this. It's a Closed -- a Closed Meeting at two
18 o'clock, so it'll be identical to this.

19 MS. DEPEW: So, I'd say, around
20 2:30?

21 TRUSTEE/DIRECTOR GANS: Yeah.

22 TRUSTEE/DIRECTOR MILLNER: Uh-huh.

23 MS. DEPEW: Okay. I'll handle that
24 communication and, like I said, Genex will be
25 there and then any other things not accomplished

1 here, we can go on to that.

2 TRUSTEE/DIRECTOR GANS: Right.

3 Well, you all --

4 ATTORNEY KWIATEK: Yeah, that's a

5 long time, --

6 MS. DEPEW: It is a long time.

7 ATTORNEY KWIATEK: So, there may be

8 some things that we're gonna have to do by

9 consent, --

10 TRUSTEE/DIRECTOR GANS: Email.

11 ATTORNEY KWIATEK: -- or something

12 else.

13 TRUSTEE/DIRECTOR GANS: Right. Are

14 you all comfortable staying without me?

15 ATTORNEY KWIATEK: Sure.

16 TRUSTEE STACK: I am.

17 TRUSTEE/DIRECTOR GANS: Okay.

18 TRUSTEE STACK: I have 20 more

19 minutes.

20 TRUSTEE/DIRECTOR GANS: All right.

21 ATTORNEY KWIATEK: Okay.

22 TRUSTEE/DIRECTOR GANS: So, you --

23 ATTORNEY KWIATEK: Let's see --

24 TRUSTEE/DIRECTOR GANS: -- guys --

25 ATTORNEY KWIATEK: -- if we can --

1 TRUSTEE/DIRECTOR GANS: --
2 continue --
3 ATTORNEY KWIATEK: -- get --
4 TRUSTEE/DIRECTOR GANS: -- on.
5 ATTORNEY KWIATEK: -- through the
6 plan part and we will --
7 MS. DEPEW: Okay, can we talk --
8 ATTORNEY KWIATEK: -- we will --
9 MS. DEPEW: -- for the 25th, --
10 ATTORNEY KWIATEK: -- punch the --
11 MS. DEPEW: -- to make sure --
12 ATTORNEY KWIATEK: -- other --
13 MS. DEPEW: -- that we at least
14 have a two hour allocation --
15 TRUSTEE STACK: I was --
16 MS. DEPEW: -- because --
17 TRUSTEE STACK: -- just going to
18 say, --
19 MS. DEPEW: -- there has to be
20 some significant --
21 TRUSTEE STACK: -- we need to
22 carve out enough time to --
23 MS. DEPEW: -- time for the things
24 we're trying to accomplish.
25 ATTORNEY KWIATEK: Yeah, that was

1 going to be my --

2 MS. DEPEW: Okay.

3 ATTORNEY KWIATEK: -- and what

4 time was that?

5 MS. DEPEW: It starts at --

6 TRUSTEE/DIRECTOR MILLNER: Two-

7 thirty.

8 MS. DEPEW: There's a Closed at

9 two, but this will be about 2:30.

10 TRUSTEE/DIRECTOR GANS: So, we'll

11 -- when you send it out to everyone, be prepared

12 to stay until 4:30.

13 TRUSTEE/DIRECTOR MILLNER: Okay.

14 Got it.

15 TRUSTEE/DIRECTOR GANS: So, --

16 ATTORNEY KWIATEK: Because if we

17 don't get these things done, guys, you're going

18 to be still (one word not clear) that September

19 30th date.

20 TRUSTEE STACK: Yeah, we don't want

21 to do that.

22 (Four people speaking over each other.)

23 ATTORNEY KWIATEK: That nobody

24 wants to do.

25 TRUSTEE RALLO: I don't want to do

1 that. I was going to say, why don't we just put
2 the --

3 MS. DEPEW: (not understood) let's
4 move along.

5 TRUSTEE STACK: Right.

6 TRUSTEE/DIRECTOR GANS: All right.

7 Jean's the secretary of the Board.
8 She'll take over the meeting.

9 TRUSTEE/DIRECTOR MILLNER: Okay.

10 TRUSTEE/DIRECTOR GANS: She's never
11 run a meeting before. Good luck.

12 ATTORNEY KWIATEK: She'll do fine.
13 (General chuckles.)

14 TRUSTEE/DIRECTOR MILLNER: Rick, I
15 gotcha.

16 TRUSTEE/DIRECTOR GANS: All right.

17 ATTORNEY KWIATEK: In charge.

18 (General laughter.)

19 TRUSTEE RALLO: If you call (not
20 clear) the contractor, she'll do a good job,
21 Rick.

22 (Everyone speaking over each other.)

23 MS. DEPEW: Right. Yeah, but,
24 they're gonna say, you go and tell Jean to run
25 the meeting. Are you leaving the room?

1 TRUSTEE RALLO: No.
2 MS. DEPEW: Oh.
3 TRUSTEE RALLO: I was going to do
4 something else.
5 MS. DEPEW: Okay.
6 TRUSTEE RALLO: (not audible)
7 ATTORNEY KWIATEK: Okay. So that
8 was --
9 TRUSTEE STACK: Do you want me to
10 come and help?
11 TRUSTEE RALLO: (not audible)
12 (General chuckles.)
13 MS. DEPEW: You got close to the
14 river.
15 Did you take her to take you to the
16 river?
17 TRUSTEE RALLO: Buy 'em a couple of
18 beers. That'll be fine.
19 ATTORNEY KWIATEK: Under the
20 compensation --
21 (Everyone speaking over each other.)
22 ATTORNEY KWIATEK: Under the comp
23 --
24 (Everyone speaking over each other.)
25 ATTORNEY KWIATEK: I assume you're

1 going Saturday night?

2 TRUSTEE/DIRECTOR GANS: I am.

3 ATTORNEY KWIATEK: Okay.

4 TRUSTEE STACK: Yeah, the Blues.

5 TRUSTEE RALLO: Good luck, Rick.

6 ATTORNEY KWIATEK: Okay.

7 Compensation Exclusion.

8 They're a little bit different,

9 there.

10 We updated something here.

11 The -- the 401 -- for the 401A

12 plan, what we added there, we added because it's

13 in the -- again, in the SPD and not in the plan.

14 So, we need to see what the plan

15 currently says.

16 I would exclude it. It's excluded

17 in the 457 plan.

18 I would like to discuss, maybe with

19 Empower, maybe further with you all, whether the

20 fringe benefits -- I -- I don't see a reason not

21 to exclude fringe benefits, expense allowances,

22 etcetera, also, from the 457 plan, --

23 TRUSTEE STACK: Yeah.

24 ATTORNEY KWIATEK: -- because,

25 unless there are comp definitions, W2, including

1 Workers' Comp, it would include it.

2 The problem is, those are where
3 your deferral contributions are coming out of.
4 Right?

5 The 457B plan --

6 TRUSTEE STACK: Yes.

7 ATTORNEY KWIATEK: -- is for your
8 deferrals, --

9 MS. DEPEW: That's correct.

10 ATTORNEY KWIATEK: -- well, --
11 but, -- but, it's not a problem when you have a
12 flat dollar amount election.

13 But, if anybody ever elects a
14 percentage and you're not excluding your fringe
15 benefits, that is the best way to have a problem
16 under a plan, because nobody remembers, oh, he
17 got x-amount.

18 It -- this doesn't apply to you
19 guys, but, -- I don't think. But, if you got,
20 like, a mileage reimbursement, --

21 MS. DEPEW: Right.

22 ATTORNEY KWIATEK: -- right?

23 MS. DEPEW: Right.

24 ATTORNEY KWIATEK: -- which you
25 might get, --

1 MS. DEPEW: Right.
2 ATTORNEY KWIATEK: -- then that's
3 compen --
4 MS. DEPEW: Right.
5 ATTORNEY KWIATEK: -- well, if it
6 -- to the extent that something is compensation.
7 TRUSTEE/DIRECTOR MILLNER: Hm-hm.
8 ATTORNEY KWIATEK: Right?
9 TRUSTEE STACK: It might be --
10 ATTORNEY KWIATEK: A taxable --
11 TRUSTEE STACK: -- reimbursement
12 --
13 ATTORNEY KWIATEK: -- fringe --
14 TRUSTEE STACK: -- to the
15 District.
16 ATTORNEY KWIATEK: It would be like
17 if -- if somebody got extra life insurance, --
18 MS. DEPEW: Right.
19 ATTORNEY KWIATEK: -- this is
20 where it comes up --
21 TRUSTEE RALLO: (not audible)
22 ATTORNEY KWIATEK: -- and that's
23 where it shows up on your W2, --
24 TRUSTEE RALLO: (not audible)
25 MS. DEPEW: Right. Okay.

1 ATTORNEY KWIATEK: -- as taxable.

2 TRUSTEE RALLO: Hm-hm.

3 ATTORNEY KWIATEK: If that's not
4 excluded as a taxable fringe, then, if I like a
5 six percent of my comp you should be reporting
6 six percent, including the -- the amount that's
7 taxable to me, for which I get no dollars.
8 Right?

9 It's just on my W2 --

10 TRUSTEE STACK: Right.

11 ATTORNEY KWIATEK: -- and people
12 miss that all the time.

13 MS. DEPEW: Perfect.

14 ATTORNEY KWIATEK: So, I --

15 MS. DEPEW: Yeah.

16 ATTORNEY KWIATEK: -- would
17 exclude -- I think it's more important to put
18 your taxable expenses and allowances over in the
19 457, as well as the four -- the 401A.

20 So, I would recommend that we match
21 between the two plans and that fringes the --
22 through the (not clear).

23 MS. DEPEW: Any reason that we
24 would find those (one word not clear) not in
25 compliance when blended?

1 ATTORNEY KWIATEK: Well, you just
2 said you have extra -- right? You have extra --
3 TRUSTEE STACK: You can pay 50
4 bucks for an additional 50,000 --
5 ATTORNEY KWIATEK: Well, and you --
6 (Speaking over each other.)
7 MS. DEPEW: Well, and here's the
8 other thing, --
9 ATTORNEY KWIATEK: That's a little
10 bit different.
11 That's you paying it.
12 TRUSTEE STACK: Is that what you're
13 talking about?
14 ATTORNEY KWIATEK: No. It's a --
15 if the company. If the District provided extra.
16 TRUSTEE STACK: The District does.
17 MS. DEPEW: Well, here's what
18 happens with us, is we do include your life
19 insurance on your paycheck, (not clear) --
20 TRUSTEE STACK: Right.
21 MS. DEPEW: -- in and out, --
22 TRUSTEE STACK: Right.
23 MS. DEPEW: -- because we do
24 automatically make it taxable, or where if
25 anybody takes it, it's non-taxable.

1 So it is on your tax (not clear) in
2 and out, it's zero in tax --
3 TRUSTEE STACK: Right.
4 MS. DEPEW: -- but it is taxable.
5 We start with the dollar amount,
6 (not clear)
7 ATTORNEY KWIATEK: But, that's a
8 problem. It's gonna be like the percentage.
9 MS. DEPEW: Okay. That's what I'm
10 trying to figure out.
11 Where --
12 ATTORNEY KWIATEK: So, --
13 MS. DEPEW: -- where is the --
14 ATTORNEY KWIATEK: So, let's say --
15 MS. DEPEW: Okay.
16 ATTORNEY KWIATEK: -- that your
17 regular comp is 50,000.
18 MS. DEPEW: Understood.
19 ATTORNEY KWIATEK: Right?
20 MS. DEPEW: Right.
21 ATTORNEY KWIATEK: And that you
22 have \$200.00 for life insurance, --
23 MS. DEPEW: Yes.
24 ATTORNEY KWIATEK: -- that isn't
25 cached (not clear) here.

1 MS. DEPEW: Correct.

2 ATTORNEY KWIATEK: Right? It's

3 just -- it's there. It's on your W2 --

4 MS. DEPEW: Right.

5 ATTORNEY KWIATEK: -- as taxable

6 income.

7 MS. DEPEW: Okay.

8 ATTORNEY KWIATEK: And you elect,

9 because I don't do math very well, a -- a ten

10 percent --

11 MS. DEPEW: Right.

12 ATTORNEY KWIATEK: -- salary

13 deferral.

14 MS. DEPEW: That's a --

15 ATTORNEY KWIATEK: Right?

16 MS. DEPEW: -- percent on that.

17 ATTORNEY KWIATEK: If you don't

18 exclude those -- that taxable fringe of \$200.00,

19 you should be deferring for the year \$520.00, not

20 \$500.00.

21 MS. DEPEW: If you -- if you --

22 TRUSTEE STACK: Ahh, --

23 ATTORNEY KWIATEK: If you have a

24 percent --

25 TRUSTEE STACK: If you include

1 that --

2 ATTORNEY KWIATEK: Do you

3 understand, --

4 TRUSTEE STACK: -- in there --

5 MS. DEPEW: I -- I -- I do. I do.

6 ATTORNEY KWIATEK: That's how it

7 could be met.

8 Many people --

9 TRUSTEE STACK: That's how (not

10 understood)

11 (Speaking over each other.)

12 ATTORNEY KWIATEK: (not clear)

13 TRUSTEE RALLO: Absolutely.

14 ATTORNEY KWIATEK: So, if we're

15 going to allow percentage deferral election --

16 TRUSTEE RALLO: Why don't we --

17 ATTORNEY KWIATEK: Well, we --

18 (Speaking over each other.)

19 ATTORNEY KWIATEK: -- we just

20 decided what we did --

21 TRUSTEE/DIRECTOR MILLNER: Nobody

22 even does it.

23 TRUSTEE STACK: Could we just say

24 --

25 TRUSTEE/DIRECTOR MILLNER: Let's

1 just not --

2 TRUSTEE STACK: We want only

3 dollars?

4 MS. LONG: You all keep talking over

5 each other.

6 TRUSTEE RALLO: Sorry.

7 ATTORNEY KWIATEK: Well, I, to me,

8 it -- you can allow the percentage.

9 Just, there's no reason to include

10 these non-taxable fringes, --

11 TRUSTEE STACK: Okay.

12 ATTORNEY KWIATEK: -- in compensa-

13 tion.

14 Why would you ever want to allow it

15 in the 457 plan?

16 MS. DEPEW: You don't want to allow

17 it in the 457 plan, but it is going to be

18 recognized on the W2 as income.

19 ATTORNEY KWIATEK: Yeah.

20 MS. DEPEW: Okay. Okay.

21 ATTORNEY KWIATEK: Yeah, you --

22 MS. DEPEW: (not understood)

23 ATTORNEY KWIATEK: -- (not clear)

24 we're not wanna -- we're not messing with the W2.

25 MS. DEPEW: Okay.

1 ATTORNEY KWIATEK: It's the fact
2 that it's recognized on the W2 that causes a
3 problem under the 457.

4 MS. DEPEW: (not clear)
5 (Speaking over each other.)

6 ATTORNEY KWIATEK: Okay.

7 MS. DEPEW: Okay. Okay. I'm not
8 -- I -- I've not -- yeah, I'm getting there.

9 ATTORNEY KWIATEK: Okay.

10 MS. DEPEW: Okay.

11 ATTORNEY KWIATEK: All right. The
12 next one is the "Vesting."

13 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

14 ATTORNEY KWIATEK: So, we're
15 assuming that the six year graded applies to
16 everything under the 401A. Is that correct?

17 MS. DEPEW: That's correct.

18 ATTORNEY KWIATEK: Okay.

19 MS. DEPEW: And what -- what would
20 it not apply to?

21 When you say everything, I don't
22 know what --

23 ATTORNEY KWIATEK: Well, you have
24 different types of contributions under there.
25 Right?

1 I'm not remembering what that claim
2 meant.

3 Do you have a matching contribution
4 in there and a discretionary contribution in
5 there?

6 MS. DEPEW: For the 401A it's
7 District -- it's District only.

8 ATTORNEY KWIATEK: Just District?
9 But, --

10 MS. DEPEW: But, they -- they can
11 not -- the employee can not access --

12 ATTORNEY KWIATEK: No, I -- I
13 understand that.

14 MS. DEPEW: Okay.

15 ATTORNEY KWIATEK: But, what types
16 of District -- well, hold on. I can -- I can
17 find that --

18 TRUSTEE STACK: Percentage of --

19 ATTORNEY KWIATEK: -- in the plan.

20 TRUSTEE STACK: -- your annual pay.

21 TRUSTEE RALLO: Yeah, because
22 that's how it's set up.

23 ATTORNEY KWIATEK: It just --

24 TRUSTEE STACK: Because the
25 privates make --

1 ATTORNEY KWIATEK: Yeah.
2 TRUSTEE STACK: -- or get
3 different --
4 ATTORNEY KWIATEK: Hold on.
5 TRUSTEE STACK: -- drops --
6 ATTORNEY KWIATEK: Hold on.
7 TRUSTEE STACK: -- and the
8 captains--
9 ATTORNEY KWIATEK: Hold on.
10 TRUSTEE STACK: -- get different
11 drops.
12 ATTORNEY KWIATEK: Hold on.
13 TRUSTEE STACK: Right?
14 ATTORNEY KWIATEK: Let me --
15 MS. DEPEW: Right. Right. I think
16 it's the same (not clear) but if you guys are all
17 -- if you're a full scale private, they all get
18 the same drop.
19 TRUSTEE RALLO: Absolutely.
20 MS. DEPEW: They all get the same
21 drop. Yes. Yes.
22 ATTORNEY KWIATEK: Hold on one
23 second.
24 Let me find that plan.
25 MS. DEPEW: The only time the drops

1 would be different is --

2 TRUSTEE RALLO: Is if you're --

3 ATTORNEY KWIATEK: But, that's not

4 --

5 (Speaking over each other.)

6 ATTORNEY KWIATEK: That's not the

7 issue.

8 It's not a participant (not clear)

9 issue. It's a divesting schedule, I see -- and

10 let's see what your plan allows you to do, if I

11 can get there.

12 TRUSTEE STACK: Because, once your

13 -- you reach six years, you're 100 percent.

14 MS. DEPEW: A 100 percent.

15 ATTORNEY KWIATEK: Yes. But, we

16 want to make sure --

17 TRUSTEE RALLO: You have to be here

18 six years. Remember?

19 TRUSTEE STACK: Right.

20 TRUSTEE RALLO: It's the way that

21 -- it's the way that it's written. It's very

22 ambiguous.

23 TRUSTEE STACK: It's the hours,

24 cause they do --

25 TRUSTEE RALLO: Yeah.

1 TRUSTEE STACK: -- based on the
2 hours

3 TRUSTEE RALLO: Yeah, it's the way
4 it's written. It's very ambiguous. I agree.

5 TRUSTEE STACK: Yeah, that's --
6 Empower's kind of confirming vesting schedule is
7 six year graded for all sources. Plan was
8 amended on the four -- 2014 and changed from ten
9 year to six year.

10 ATTORNEY KWIATEK: But they were
11 asking whether it's for all sources.

12 TRUSTEE STACK: All sources?

13 ATTORNEY KWIATEK: Yeah.

14 TRUSTEE STACK: Like?

15 ATTORNEY KWIATEK: That's what --
16 hold on for one second.

17 TRUSTEE STACK: Okay. Sorry.

18 ATTORNEY KWIATEK: Let me just get
19 to where I understand the -- the plan documents
20 that you had sent me.

21 MS. DEPEW: I may have it on my
22 desk.

23 ATTORNEY KWIATEK: No, no, no. I
24 have it. I just -- let's see. What is --
25 Here we go.

1 (Small talk among Board Members.)
2 TRUSTEE STACK: You weren't in the
3 kitchen.
4 MS. DEPEW: Oh, dear god. That's
5 not happening.
6 (General chuckles.)
7 MS. DEPEW: I'll leave it to you
8 guys.
9 (Continued small talk.)
10 ATTORNEY KWIATEK: Okay. Employer's
11 contributions. Profit sharing.
12 Profit sharing.
13 I'm not sure why they're asking,
14 because it looks like you only have -- the only
15 thing permitted by the plan is to profit sharing
16 contributions.
17 So, let's see the next one.
18 (Continuing small talk among Board
19 Members.)
20 ATTORNEY KWIATEK: Okay. The cash-
21 out limits, again, -- we just -- here -- here's
22 the problem that's coming up. And this is not
23 something we are going to resolve today, because
24 when we -- when need to address it when Gans
25 here.

1 But, that's the way (not clear)

2 There -- it looks like the plan's
3 are in -- in-complacent, but they're not, because
4 in the 401A plan, you cash out without -- to --
5 to the (one word not clear) without anybody's
6 consent, if it's no more than a thousand dollars.

7 TRUSTEE STACK: Hm-hm.

8 TRUSTEE RALLO: Hm-hm.

9 ATTORNEY KWIATEK: In the 457, it
10 -- you can do that if it's no more than five
11 thousand.

12 The problem in the 401A plan is
13 that you allow annuities.

14 Because of those annuities, if it's
15 over a thousand, but no more than 5,000, you have
16 to get consent only if you're going to distribute
17 the one sum.

18 If they -- okay?

19 TRUSTEE STACK: Hmm.

20 ATTORNEY KWIATEK: So, if you're
21 going to distribute an annuity, in an annuity
22 form, then you don't need consent.

23 So, -- but, that's because you're
24 required to have it structured that way, where
25 you allow annuities, you have to have (one word

1 not clear) consent.

2 My question is, why do you allow
3 annuities?

4 They're in -- just installment
5 distributions, --

6 TRUSTEE RALLO: (not understood)
7 (Speaking over each other.)

8 ATTORNEY KWIATEK: -- from this
9 plan.

10 TRUSTEE RALLO: (not clear)

11 ATTORNEY KWIATEK: I mean, this is
12 an issue I think we need to discuss further.

13 If -- and -- and maybe there's a
14 back story here why, and about you wanting to try
15 to make it look more like a pension plan and make
16 people a little happy.

17 Does anybody ever take the
18 annuities?

19 TRUSTEE STACK: Yes.

20 MS. DEPEW: I have a -- I have --
21 I would say there's about 40 percent of my
22 employees to --

23 (Speaking over each other.)

24 ATTORNEY KWIATEK: Who take
25 annuities --

1 MS. DEPEW: Yes.
2 ATTORNEY KWIATEK: -- versus --
3 MS. DEPEW: Yes.
4 ATTORNEY KWIATEK: -- installment
5 distribution?
6 MS. DEPEW: Yes.
7 TRUSTEE RALLO: Because they're --
8 TRUSTEE STACK: There's been --
9 well, there's been a lot of questions.
10 A. What's going to happen to my
11 annuity?
12 TRUSTEE RALLO: Hm-hm.
13 ATTORNEY KWIATEK: But, -- no, no,
14 no.
15 But, those are the investments.
16 I'm not talking about the
17 investments.
18 TRUSTEE STACK: Okay.
19 ATTORNEY KWIATEK: That's a
20 completely different matter that we're gonna talk
21 to Genex about.
22 TRUSTEE STACK: Okay.
23 ATTORNEY KWIATEK: And see what we
24 do there.
25 TRUSTEE STACK: Okay.

1 ATTORNEY KWIATEK: What I'm talking
2 about is when you get your money out, how are you
3 getting it?

4 And, maybe, those --

5 TRUSTEE RALLO: I don't know.

6 ATTORNEY KWIATEK: -- investments
7 require them to be -- when you're getting the
8 money paid to you, or you terminate employment,
9 --

10 TRUSTEE STACK: When I retire, --

11 ATTORNEY KWIATEK: -- are you --

12 TRUSTEE STACK: -- or, whatever.

13 ATTORNEY KWIATEK: -- getting them
14 in the form of a joint survivor annuity, or, are
15 -- are people only electing a lump sum?

16 MS. DEPEW: I don't know.

17 ATTORNEY KWIATEK: Or, installment?

18 MS. DEPEW: I don't know.

19 ATTORNEY KWIATEK: You don't know.

20 MS. DEPEW: That, I don't know.

21 ATTORNEY KWIATEK: Okay.

22 MS. DEPEW: I don't know, once they
23 leave, how are they --

24 ATTORNEY KWIATEK: That is --

25 MS. DEPEW: -- getting their

1 pension --

2 ATTORNEY KWIATEK: -- my --

3 MS. DEPEW: -- payments.

4 TRUSTEE STACK: I would assume you

5 would only want them to get installments, not

6 renewed.

7 ATTORNEY KWIATEK: It would make

8 life so much easier.

9 TRUSTEE RALLO: Right.

10 TRUSTEE STACK: Yeah.

11 ATTORNEY KWIATEK: So, I'll be

12 honest.

13 MS. DEPEW: I don't know.

14 TRUSTEE STACK: I mean, it's up to

15 them what they want to do post retirement.

16 If they want to take that

17 installment, then put it in an annuity, fine.

18 ATTORNEY KWIATEK: Yeah. Yep.

19 And, I mean, you can -- you have

20 more flexibility to take it out however you want

21 it.

22 I mean, why would you want to do an

23 annuity format?

24 Because, then, you all -- if

25 they're taking it in the form of an annuity, you

1 have to go out and buy an annuity contract.

2 MS. DEPEW: I -- well, I don't know

3 what they're doing.

4 TRUSTEE RALLO: When I get back --

5 MS. DEPEW: But, we don't get to

6 that level of --

7 TRUSTEE STACK: I mean, I can ask

8 my --

9 MS. DEPEW: (not clear) Are you

10 ready? Do have your health insurance? (Not

11 clear)

12 TRUSTEE RALLO: There's a great

13 resource right here.

14 MS. DEPEW: I know.

15 (General chuckles.)

16 MS. DEPEW: Well, I know. But I

17 don't know -- they'd have more annuity.

18 TRUSTEE RALLO: No. But, I think

19 she's saying that you -- when you take your money

20 out, yeah, but you have annuity when you leave,

21 but you take that money and you put it into an

22 annuity.

23 TRUSTEE/DIRECTOR MILLNER: Into an

24 annuity. Yeah.

25 TRUSTEE RALLO: If we -- if we

1 allow that, instead of having installments, or a
2 lump sum.

3 Is that -- is that correct, Jamie?

4 ATTORNEY KWIATEK: I mean, right
5 now, your 401A plan allows you to take it in the
6 form of an annuity.

7 It actually says that that's the --
8 that's the primary way that it's paid --

9 TRUSTEE STACK: Paid out.

10 ATTORNEY KWIATEK: -- out, unless
11 you elect otherwise and that your spouse consents
12 to take it otherwise.

13 So, 401A plans are not required to
14 be set up that way.

15 And, the good news is, you can
16 eliminate that as an option, even for people who
17 are currently in the plan.

18 They changed the rules to do that.

19 I think it would be good to --

20 TRUSTEE/DIRECTOR MILLNER: That is
21 expensive, is it?

22 ATTORNEY KWIATEK: -- to know --

23 Pardon me?

24 TRUSTEE/DIRECTOR MILLNER: Isn't
25 it an added expense to do it as an annuity?

1 ATTORNEY KWIATEK: Because --
2 TRUSTEE/DIRECTOR MILLNER: For us?
3 ATTORNEY KWIATEK: -- you have to
4 --
5 TRUSTEE/DIRECTOR MILLNER: Because
6 we've --
7 ATTORNEY KWIATEK: If somebody --
8 TRUSTEE/DIRECTOR MILLNER: -- got
9 a contract.
10 ATTORNEY KWIATEK: -- elects an
11 annuity --
12 TRUSTEE/DIRECTOR MILLNER: Yeah.
13 ATTORNEY KWIATEK: -- then you're
14 gonna -- even if they're not invested in it, now,
15 -- let's say, they have a self-directed brokerage
16 account and they elect to keep their benefits, or
17 the spouse says, "I'm not consenting to a lump
18 sum."
19 "I'm not consenting to install-
20 ments."
21 And you're required to distribute
22 in the form of an annuity?
23 You have to go out and buy an
24 annuity contracting form.
25 TRUSTEE/DIRECTOR MILLNER: Right.

1 ATTORNEY KWIATEK: And those are
2 not cheap.

3 TRUSTEE/DIRECTOR MILLNER: So,
4 it's a requirement.

5 MS. DEPEW: But, not for --

6 (Four people speaking over each other.)

7 ATTORNEY KWIATEK: The plan has to.

8 TRUSTEE RALLO: The plan has to
9 purchase it.

10 ATTORNEY KWIATEK: Yeah.

11 TRUSTEE RALLO: So, we'd be taking
12 money from everyone else.

13 TRUSTEE/DIRECTOR MILLNER: But,
14 it's your money. Right?

15 ATTORNEY KWIATEK: Yeah, I guess,
16 depending on if it's set up that way. Individual
17 accounts. That you'd be buying it with their
18 accounts.

19 TRUSTEE RALLO: I think they'd --

20 ATTORNEY KWIATEK: And reducing --

21 TRUSTEE RALLO: -- buy it with
22 their accounts.

23 ATTORNEY KWIATEK: And reducing
24 their benefits.

25 That's just stupid.

1 TRUSTEE/DIRECTOR MILLNER: Yeah.
2 ATTORNEY KWIATEK: I'm sorry.
3 TRUSTEE/DIRECTOR MILLNER: Ahh,
4 that's silly.
5 TRUSTEE RALLO: It is silly, but
6 some people want it that way.
7 TRUSTEE/DIRECTOR MILLNER:
8 Because they don't know any better.
9 ATTORNEY KWIATEK: Right now, --
10 TRUSTEE/DIRECTOR MILLNER: We
11 haven't --
12 ATTORNEY KWIATEK: -- the way --
13 TRUSTEE/DIRECTOR MILLNER: --
14 done a --
15 ATTORNEY KWIATEK: -- your plan --
16 TRUSTEE/DIRECTOR MILLNER: --
17 good job --
18 ATTORNEY KWIATEK: -- is, --
19 TRUSTEE/DIRECTOR MILLNER: --
20 explaining it.
21 ATTORNEY KWIATEK: -- is, -- it's
22 not our plan. It's -- it's -- unless people
23 elect out of that and get the spouse's consent,
24 if they're married, --
25 TRUSTEE RALLO: Oh, wow.

1 ATTORNEY KWIATEK: -- you are
2 required to distribute in the form of an annuity.
3 MS. DEPEW: Required. Yeah.
4 That's right. That's right.
5 TRUSTEE RALLO: That needs to go
6 away.
7 ATTORNEY KWIATEK: Required.
8 TRUSTEE/DIRECTOR MILLNER: That's
9 bad business.
10 TRUSTEE RALLO: If that's required,
11 it needs to go away.
12 TRUSTEE/DIRECTOR MILLNER: That's
13 bad business.
14 TRUSTEE RALLO: Yes.
15 MS. DEPEW: Yeah, that's bad.
16 That's bad.
17 And we don't see it on my end,
18 because anytime they retire and those kind of
19 decisions happen in Tom Brown's office.
20 TRUSTEE/DIRECTOR MILLNER: Hm-hm.
21 MS. DEPEW: The financial advisor
22 has those conversations --
23 TRUSTEE RALLO: And there's a
24 reason why that happens in Tom Brown's --
25 MS. DEPEW: And there's a reason

1 why that's done there.

2 TRUSTEE RALLO: (not clear) theory.

3 MS. DEPEW: There's a -- right.

4 TRUSTEE RALLO: Yeah.

5 MS. DEPEW: But, those

6 conversations --

7 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

8 MS. DEPEW: -- don't happen in HR

9 and it don't happen in my office.

10 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

11 MS. DEPEW: It may be they're not

12 discussed. And that's why. That's why.

13 ATTORNEY KWIATEK: Yeah, that needs

14 -- that needs to go away immediately.

15 MS. DEPEW: Yeah.

16 ATTORNEY KWIATEK: I -- I don't

17 think anyone would agree with keeping that.

18 TRUSTEE STACK: I don't -- I don't

19 think the rest will have a problem with that.

20 ATTORNEY KWIATEK: There are two

21 who (not clear) have a problem with that.

22 TRUSTEE STACK: Yeah. Right.

23 ATTORNEY KWIATEK: Now, on the --

24 under the 457 plan, it says, lump sum, or any

25 other method agreed to by the administrator.

1 Okay?

2 We believe -- and I actually talked
3 to one of my partners, 'cause I've never seen
4 that before, he thinks that where that's coming
5 from is the fact that you allow investments in
6 annuity, in the plan, and then the plan, those
7 annuity contracts, because they're
8 individualized, not plan annuities, may say that
9 you can take it in a different form.

10 If that's the case, we don't care
11 if this is a sufficient way to allow it, or to
12 provide for it, I mean, it should be more
13 specific.

14 Again, my guess is that Genex is
15 gonna want recommendations (not clear) to move
16 away from those annuities.

17 TRUSTEE STACK: Yeah.

18 ATTORNEY KWIATEK: And I think
19 everybody was on board with -- with that, once
20 you -- and let them deal with the participants.

21 TRUSTEE/DIRECTOR MILLNER: Hm-hm.

22 TRUSTEE RALLO: They're not going
23 to be happy.

24 ATTORNEY KWIATEK: There's a timing
25 issue, but --

1 TRUSTEE STACK: Well, they just
2 need to sit down with them and say, "Hey, these
3 are your options.

4 "You have an annuity you've only
5 been in for x-years.

6 "There's a surrender fee of x-
7 amount.

8 "Do you want to get out?"

9 "No?"

10 "Okay. Well, we suggest you do get
11 out."

12 ATTORNEY KWIATEK: Well, and it
13 might be that we can freeze, so that no one else
14 can put money in an annuity --

15 TRUSTEE RALLO: Yeah.

16 MS. DEPEW: Yeah.

17 ATTORNEY KWIATEK: -- going
18 forward.

19 MS. DEPEW: That -- yeah.

20 TRUSTEE STACK: And that was
21 another big question in this recent drop. It's
22 like, "Hey, I had it going, 50 percent into an
23 annuity and 50 percent in self-directed, or into
24 one of the other models, but this time I don't
25 want it to go into an annuity."

1 And, I was like, --
2 TRUSTEE RALLO: You made your bed.
3 (General chuckles.)
4 TRUSTEE RALLO: I'm sorry.
5 TRUSTEE STACK: I -- I can't answer
6 that.
7 TRUSTEE/DIRECTOR MILLNER:
8 Should've thought --
9 TRUSTEE STACK: Well, I --
10 TRUSTEE/DIRECTOR MILLNER: -- of
11 that before.
12 TRUSTEE STACK: Like I said, I
13 can't answer that question, --
14 TRUSTEE RALLO: I'm sorry. But,
15 once you make that contract --
16 MS. DEPEW: Absolutely.
17 TRUSTEE RALLO: -- you're in.
18 MS. DEPEW: Absolutely.
19 TRUSTEE/DIRECTOR MILLNER: Yeah.
20 MS. DEPEW: Absolutely.
21 TRUSTEE/DIRECTOR MILLNER: I'm
22 sure that's right.
23 TRUSTEE RALLO: And -- and you're
24 in it for ten years.
25 TRUSTEE/DIRECTOR MILLNER: Oh.

1 TRUSTEE STACK: Yeah.

2 MS. DEPEW: That is correct. (Not
3 clear) but, ten -- eleven months (not clear.)

4 TRUSTEE RALLO: And I think that
5 was the case.

6 TRUSTEE STACK: I have to leave.
7 I'm sorry.

8 TRUSTEE RALLO: You have to leave,
9 --

10 ATTORNEY KWIATEK: Okay.

11 TRUSTEE RALLO: -- well, okay. I
12 got a second --

13 TRUSTEE/DIRECTOR MILLNER: Uh-oh.

14 ATTORNEY KWIATEK: All right. So,
15 now we're at more -- we're out of people, so, --
16 I don't remember.

17 What -- what I can do is for the
18 items we haven't gotten to, I will send --

19 TRUSTEE STACK: Is was the last,
20 like, --

21 ATTORNEY KWIATEK: -- an email --

22 TRUSTEE STACK: -- three or four?

23 MS. DEPEW: Can we approve the
24 scrub, though. Can we approve the scrub, to see
25 if --

1 (Talking over each other.)
2 MS. DEPEW: These are gone. Yeah,
3 these are gone.
4 TRUSTEE RALLO: The VEBA --
5 MS. DEPEW: The VEBA --
6 Can we approve the VEBA?
7 ATTORNEY KWIATEK: I mean, if you
8 --
9 (Talking over each other.)
10 TRUSTEE RALLO: We're --
11 ATTORNEY KWIATEK: -- it's fine
12 with me, as long as you guys have read and -- I
13 mean, I had -- I had the pages tabbed, where
14 there were changes.
15 And what we did was we took out --
16 really quickly, we took out the cause definition.
17 TRUSTEE STACK: Hm-hm.
18 ATTORNEY KWIATEK: We changed
19 early retirement and --
20 MS. DEPEW: Yeah, --
21 ATTORNEY KWIATEK: -- retirement
22 date to be consistent.
23 TRUSTEE STACK: That was the big
24 one.
25 ATTORNEY KWIATEK: Uh-huh.

1 TRUSTEE STACK: No, that was the
2 big one.

3 ATTORNEY KWIATEK: Well, there was
4 another one.

5 And we -- let me see here.

6 And the post retirement, medical --
7 oh, that was just something I had for a clean-up.

8 Yeah, it's really those two things.

9 For the retirement and the -- to
10 make sure we don't have the 65 limit anymore.

11 So we removed that and we took out
12 the cause definition.

13 MS. DEPEW: Yeah. If we could
14 approve that
15 and put that in as an active current document,
16 your employees are coming, that's an employee
17 discussion, otherwise, we'll wait a whole 'nother
18 month to have it -- the cleaned (not clear)
19 document.

20 TRUSTEE STACK: I make a motion to
21 adopt the restatements of the current VEBA to
22 replace -- this restatement to replace the old
23 VEBA.

24 TRUSTEE RALLO: I second it.

25 TRUSTEE/DIRECTOR MILLNER:

1 Discussion?

2 (No response.)

3 TRUSTEE/DIRECTOR MILLNER: Any

4 discussion?

5 (No response.)

6 TRUSTEE STACK: All in favor?

7 TRUSTEE RALLO: Aye.

8 TRUSTEE/DIRECTOR MILLNER: Aye.

9 TRUSTEE STACK: Aye.

10 TRUSTEE/DIRECTOR MILLNER: We've

11 got it all together.

12 (General chuckles.)

13 ATTORNEY KWIATEK: Now, we are --

14 we are working on -- on a summary, so we're -- so

15 when (not clear) gets back from Alaska, he will

16 be working on a summary of the VEBA to provide to

17 the --

18 TRUSTEE RALLO: Pension funds --

19 MS. DEPEW: Pension funds --

20 TRUSTEE RALLO: -- heirs and --

21 ATTORNEY KWIATEK: Yeah.

22 So, I will get out -- I will get

23 something out with the additional questions under

24 here.

25 And I may just have to tell him how

1 it is to be continued on some of this.

2 TRUSTEE/DIRECTOR MILLNER: Uh-huh.

3 ATTORNEY KWIATEK: And then just
4 one other thing I wanted to point out before you
5 adjourn, which I thought was kind of funny.

6 When we got the fund line-up today,
7 if you look at -- I'm not seeing it here.

8 TRUSTEE RALLO: (not clear)

9 (Speaking over each other.)

10 TRUSTEE RALLO: This one here?

11 ATTORNEY KWIATEK: Yeah, that one.

12 Okay. So you see these -- the
13 things for -- there's one for each plan.

14 TRUSTEE RALLO: Right here.

15 ATTORNEY KWIATEK: They look like
16 this.

17 (Indicating.)

18 TRUSTEE RALLO: Right.

19 ATTORNEY KWIATEK: Right?

20 Your grid from them on the front on
21 the funds, --

22 TRUSTEE RALLO: Hm-hm.

23 ATTORNEY KWIATEK: -- I just want
24 you to take a look at what it says under each
25 fund.

1 Benchmark.
2 Do you remember how much we --
3 TRUSTEE STACK: Oh, yeah.
4 ATTORNEY KWIATEK: -- spent with
5 them and they could never provide it?
6 TRUSTEE STACK: Oh, yeah.
7 ATTORNEY KWIATEK: And, apparently,
8 all they had to do was go and pull it off of K-
9 trade.
10 TRUSTEE STACK: Yeah.
11 TRUSTEE/DIRECTOR MILLNER: Wow.
12 ATTORNEY KWIATEK: Just thought --
13 that kind of thing.
14 But, I'm -- yes.
15 TRUSTEE RALLO: Not smart.
16 ATTORNEY KWIATEK: So, the bottom
17 line, we're gonna have -- we're gonna have Genex
18 go through all the funds.
19 TRUSTEE STACK: Okay.
20 TRUSTEE RALLO: Okay. And then --
21 ATTORNEY KWIATEK: So, I will do
22 some follow-up with you all --
23 TRUSTEE RALLO: And then we'll --
24 (Talking over each other.)
25 ATTORNEY KWIATEK: (not clear)

1 TRUSTEE RALLO: (not clear) for the
2 people who are already enrolled in them?
3 ATTORNEY KWIATEK: We're gonna talk
4 about --
5 TRUSTEE RALLO: And then --
6 ATTORNEY KWIATEK: We have --
7 TRUSTEE RALLO: (not clear)
8 (Speaking over each other.)
9 ATTORNEY KWIATEK: We got -- we
10 have to talk to Genex about what we can do.
11 TRUSTEE RALLO: (talking over each
12 other) by the way, I talked to Michelle about it
13 earlier.
14 MS. DEPEW: I'm -- I'm the one --
15 (Microphone tilted upward, so no
16 recorded audio.)
17 TRUSTEE/DIRECTOR MILLNER: I will
18 make a motion to adjourn the Pension Board
19 Meeting.
20 TRUSTEE STACK: I second.
21 TRUSTEE/DIRECTOR MILLNER: Any dis-
22 cussion?
23 (No response.)
24 TRUSTEE/DIRECTOR MILLNER: All in
25 favor?

1 TRUSTEE RALLO: Aye.

2 TRUSTEE STACK: Aye.

3 TRUSTEE/DIRECTOR MILLNER: Aye.

4 Motion passes, three to zero.

5 And the meeting is adjourned.

6 (Whereupon, at 4:10 P.M., the Board
7 voted to adjourn the Meeting.

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

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