PFPF MISSION STATEMENT:

To provide long term benefits to participants and their beneficiaries

PRESENT

Battalion Chief Brady Rigdon, Chair James Holderfield, V. Chair Battalion Chief Sean Hatchett, Fire Representative David McCall, Fire Representative Lt. Michael Shell, Police Representative Rick Townsend, Retired Police Representative

STAFF

Timothy H. Johnson, Executive Director – Plan Administrator Beth McCague, Consultant Paul Daragjati, Fund Counsel – *via phone* Chuck Hayes, Pension Benefits Manager Debbie Manning, Executive Assistant

EXCUSED

Lt. Ellis Burns, Police Representative

GUESTS

<u>NOTE</u>: Any person requiring a special accommodation to participate in the meeting because of disability shall contact the Debbie Manning, Executive Assistant, at (904) 255-7373, at least five business days in advance of the meeting to make appropriate arrangements.

- I. CALL TO ORDER
- II. A MOMENT OF SILENCE WILL BE OBSERVED FOR THE FOLLOWING DECEASED MEMBERS:
- III. PUBLIC SPEAKING PERIOD
- IV. CONSENT AGENDA (ITEMS 1-11)

1. MEETING SUMMARY TO BE APPROVED

Summary of the meeting held October 18, 2016. Copy in the meeting file.

2. APPLICATION FOR MEMBERSHIP

CLEARED (POLICE):

BARRIER, Christopher A. LEGGETT, Whitney D. LEVERENZ, Patrick T. REYNOLDS, Jonathon S. SANCHEZ, Aaron D.

TRUSTEE RULE 13.3 (POLICE):

BRABSTON, Derek A.
CAVENDER, Casey W.
DAUDELIN, Jay B.
FUSSELL, Garrett S.
LONGDON, Amber L.
LYLES, Willard E.
PARENT, J. Patrick G.
SOLOMON Jr., George H.

CLEARED (FIRE):

BRINSON, Rhett E. BURT, Toure M. CARTER, Doyle D. CLARK, Nicole M. DENBY, Jordan T. DONNELL, Joseph C. GRAY, Aaron G. GREGORY, Jesse E. JENNINGS, Adam M. KRAUS, Robin O. LAMPRECHT, Thomas B. LAVASSEUR, Cullen N. LOWELL, Joshua M. O'STEEN, Justin R. SEXTON, Nicholas H. STRICKLAND, Marshall G. TALAVERA, Gabriela I. WALLACE Jr., Edward P. WOMACK. David A.

TRUSTEE RULE 13.3 (FIRE):

FERGUSON, Theodore R. FOLEY, Kyle J. GEYER, Colin T. MATTHEWS, Martin L. NODINE, Robert A. PHILIPS, Colton C. STAFFORD, Brian H. SWEAT, Zachary S. WALKER, Caleb D. WILLETTS, Eric A.

3. APPLICATION FOR SURVIVOR BENEFITS

- 1. <u>BLACKWELL</u>, <u>Rosemary</u>, widow of George R. Blackwell Jr. who passed away on September 25, 2016, bi-weekly gross pension benefit of \$2,523.74.
- 2. <u>DEARBORN, Barbara A.</u>, widow of William G. Dearborn who passed away on October 1, 2016, bi-weekly gross pension benefit of \$1,846.35.
- 3. <u>JOYEUSAZ</u>, <u>Deborah L.</u>, widow of Charles G. Joyeusaz who passed away on October 10, 2016, bi-weekly gross pension benefit of \$735.44.

4. APPLICATION FOR CHILD'S BENEFIT

 <u>CALDWELL, Ava Tate</u>, child of deceased member Richard A. Caldwell who passed away on September 29, 2016, bi-weekly gross pension benefit of \$122.31 payable to Guardian Jennifer L. Caldwell-Short.

5. APPLICATION FOR TIME SERVICE CONNECTIONS

- 1. **BALANKY, Matthew D.,** Prior Wartime Military Service (2 yrs.), \$21,998.50. Police Officer
- 2. <u>DOUGLAS, Quinton L.,</u> Prior Duval Service (2 yrs., 8 mths., 5 days), \$12,038.08. Police Officer
- 3. **DUNAJSKI, Derek L.,** Prior Wartime Military Service (2 yrs.), \$14,495.95. Police Officer
- 4. <u>MEJIA-ORTIZ, Freddy</u>, Prior Wartime Military Service (2 yrs.), \$18,785.62. Fire Fighter

- 5. **PALMER III, Joseph C.,** Prior Florida Service (2 yrs., 7 mths., 29 days), \$22,634.71. Fire Fighter
- RODRIQUENZ, Christopher J., Prior Wartime Military Service (11 mths., 29 days), \$8,905.57. Police Officer
- 7. WINFREE, Robert C., Prior Florida Service (2 yrs., 1 mth., 16 days), \$15,422.08. Police Officer

6. APPLICATION FOR TIME SERVICE RETIREMENT

1. <u>WYNNE, Daniel H.,</u> date of retirement October 21, 2016, monthly pension base amount of \$6,390.32. Police Officer

7. REFUND OF PENSION CONTRIBUTIONS

- 1. **ARCHIE**, **Bryan R**., refund of pension contributions in the amount of \$6,758.20. Fire Fighter
- 2. <u>COHILL, David D.,</u> refund of pension contributions in the amount of \$4,851.04. Police Officer
- 3. <u>CRUZ, Kevin E.,</u> refund of pension contributions in the amount of \$9,357.33. Fire Fighter
- FRANCOIS, Gael, refund of pension contributions in the amount of \$1,814.34.
 Fire Fighter
- 5. **OSHMAN, Emily L.,** refund of pension contributions in the amount of \$4,249.79. Police Officer
- 6. **POWELL, David P.,** refund of pension contributions in the amount of \$44,627.68. Fire Fighter

8. SHARE PLAN DISTRIBUTION

THE FOLLOWING MEMBERS RECEIVED A GROSS SHARE PLAN DISTRIBUTION IN THE AMOUNT OF \$1,500.65:

1. ATKINS, Glenn A.
2. BAKER, David B.
3. BINDER, Michael A.
4. CALDWELL, Richard A.
5. CALLAHAN, Trudy L.

6. CATIR, David W.
7. CREWS, David L.
8. DOSHIER, Anthony F.
9. ELLISON, Tracy M.
10. FEACHER, Roderic D.
11. GIBSON, Annmarie
12. GRAHAM, Gloria A.
13. HUBER, Stephen M.
14. JOHNSON, William M.
15. NEMETH, Mathew S.
16. PELLOT, Dennis E.
17. PENN, James T.
18. PFISTER, Shannon L.
19. POWELL, David P.
20. SMITH, Bradley R.
21. SNYDER, Gary M.
22. THOMAS, David
23. TUTEN III, Richard H.
24. VILLABROZA, Glenn G.
25. WHITE, Clifton E.

9. DROP PARTICIPANT TERMINATION OF EMPLOYMENT

- 1. <u>HAYES, Scott D.,</u> DROP commencement date of January 20, 2012, termination of employment date effective October 21, 2016, with a monthly retirement base of \$3,304.21. Police Officer
- JOHNSON, Rudolph, DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,869.07. Fire Lieutenant
- 3. <u>MILEY, Kenneth R.,</u> DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,505.95. Police Officer
- 4. MORGAN II, Corinthian R., DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,376.40. Police Officer
- 5. NORSE, Ronald A., DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$5,353.21. Police Lieutenant
- PARSHALL, Eric K., DROP commencement date of April 24, 2015, termination of employment date effective October 21, 2016, with a monthly retirement base of \$4,162.95. Fire Captain

- 7. <u>PEOPLES, Terence G.</u>, DROP commencement date of July 17, 2015, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,036.44. Police Officer
- 8. <u>RIGGS, Terrence W.</u>, DROP commencement date of January 20, 2012, termination of employment date effective October 21, 2016, with a monthly retirement base of \$4,341.37. Police Sergeant
- 9. <u>SMITH II, Wesley G.</u>, DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,172.39. Fire Fighter Engineer
- SNOW, Randall J., DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,107.82. Police Officer
- 11. <u>WALKER, Robert C.</u>, DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,377.67. Fire Fighter Engineer
- 12. WHITE JR., Dennis R., DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,809.20. Police Sergeant
- 13. WHITTLESEY, William D., DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,495.26. Police Officer
- 14. **YOUNG, Terry L.,** DROP commencement date of October 28, 2011, termination of employment date effective October 7, 2016, with a monthly retirement base of \$3,899.16. Fire Captain

10. DROP DISTRIBUTIONS

- 1. **BROWN, Susan E.,** the entire value of her DROP account \$261,129.48 will be paid in a direct rollover to Midland National.
- 2. **GEORGE, Cornell L.,** the entire value of his DROP account \$18,880.00 will be paid to him lump sum.
- 3. **HAYES, Scott D.,** the entire value of his DROP account \$245,399.36 will be paid to him over the next 37 yrs.
- 4. **JOHNSON JR., Rudolph,** the entire value of his DROP account \$300,348.96 will be paid to him over the next 44.6 yrs.

- 5. MILEY, Kenneth R., the entire value of his DROP account \$272,161.04 will be paid to him over the next 36 yrs.
- 6. **MORGAN II, Corinthian R.,** the entire value of his DROP account \$262,105.01 will be paid to him over the next 47.5 yrs.
- 7. **NORSE, Ronald A.,** the entire value of his DROP account \$415,560.79 will be paid to him over the next 45.5 yrs.
- 8. **PARSHALL, Eric K.,** the entire value of his DROP account \$82,818.23 will be paid to him over the next 20 yrs.
- 9. **PEOPLES, Terence G.,** the entire value of his DROP account \$49,414.09 will be paid to Ameriprise Financial.
- RIGGS, Terrence W., a portion of this DROP account \$122,427.75 will be paid to him lump sum; the balance \$200,000.00 will be paid to him over the next 42.6 hrs.
- 11. **SIEMER, Rex M.**, the entire value of his DROP account \$38,942.21 will be paid to him lump sum.
- 12. **SMITH II, Wesley G.,** a portion of his DROP account \$50,000.00 will be paid in a direct rollover to Empower Retirement; the balance \$196,069,03 will be paid to him over the next 12 yrs.
- 13. **SNOW, Randall J.,** the entire value of his DROP account \$241,255.08 will be paid to him over the next 48.8 yrs.
- 14. **WALKER, Robert C.,** a portion of his DROP account \$55,000.00 will be paid to him lump sum; the balance \$207,202.94 will be paid to him over the next 20 yrs.
- 15. **WHITE JR., Dennis R.,** the entire value of his DROP account \$295,701.02 will be paid to him over the next 51.5 yrs.
- 16. **WHITTLESEY, William D.,** the entire value of his DROP account \$271,332.60 will be paid to him over the next 35.1 yrs.
- 17. **YOUNG, Terry L.,** a portion of this DROP account \$50,000.00 will be paid to him lump sum; the balance \$252,685.91 will be paid to him over the next 25 yrs.

11. DROP PARTICIPATION FOR SURVIVOR

1. **BLACKWELL, Rosemary S.,** the entire value \$64,457.78 will be paid to her

over the next 8 yrs.

V. OLD BUSINESS

- Discussion Regarding Re-Employment of Retired Member
- Term Expiration for Advisory Committee

VI. EXECUTIVE DIRECTOR'S REPORT

- Time Service Connections (*DRAFT*) Procedures Manual
- 2017 PFPF Calendar

VII. <u>NEW BUSINESS</u>

VIII. ADJOURNMENT

<u>NOTE</u>: The public meeting may be continued to a date, time, and place to be specified on the record at the meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting such person will need to a record of proceedings, and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and that such record includes the testimony and evidence on which the appeal is based.

ADDITIONAL ITEMS MAY BE ADDED/CHANGED PRIOR TO MEETING

PFPF MISSION STATEMENT:

To provide long term benefits to participants and their beneficiaries

PRESENT

Battalion Chief Brady Rigdon, Chair – arrived late James Holderfield, V. Chair Chief Sean Hatchett, Fire Representative Lt. David McCall, Fire Representative Rick Townsend, Retired Police Representative

STAFF

Timothy H. Johnson, Executive Director – Plan Administrator Debbie Manning, Executive Assistant

EXCUSED

Lt. Ellis Burns, Police Representative Michael Shell, Police Representative Beth McCaque, Consultant

GUESTS

<u>NOTE</u>: Any person requiring a special accommodation to participate in the meeting because of disability shall contact the Debbie Manning, Executive Assistant, at (904) 255-7373, at least five business days in advance of the meeting to make appropriate arrangements.

I. CALL TO ORDER

VICE CHAIRMAN JAMES HOLDERFIELD CALLED THE MEETING TO ORDER AT 9:09AM.

II. <u>A MOMENT OF SILENCE WAS OBSERVED FOR THE FOLLOWING DECEASED MEMBERS:</u>

Charles G. Joyeusaz, Retired Police Officer William G. Dearborn, Retired Police Officer Richard A. Caldwell, Active Police Officer George R. Blackwell, Retired Fire Lieutenant Vernon M. Evans, Retired Police Officer Jack E. Anderson, Retired Police Officer

III. PUBLIC SPEAKING PERIOD

NO REQUESTS FOR PUBLIC SPEAKING. PUBLIC SPEAKING PERIOD CLOSED.

IV. CONSENT AGENDA (ITEMS 1-9)

1. MEETING SUMMARY TO BE APPROVED

Summary of the meeting held September 14, 2016. Copy in the meeting file.

A MOTION WAS MADE BY SEAN HATCHETT TO APPROVE THE MEETING SUMMARY OF SEPTEMBER 14, 2016. SECONDED BY RICK TOWNSEND. VOTE WAS UNANIMOUS.

2. APPLICATION FOR MEMBERSHIP (POLICE)

CLEARED:

ARGUDO, Luis A.
AUTHEMENT, Jacob L.
CALDERON, Jordon C.
DUNLAP, Marguex E.
ELKINS, Jonathan R.
MADDOX, Stuart R.
MINEO, Anthony S.
NEADER, Richard A.
OTTE, Evan A.
REDMOND, Brittany A.
SCOTT, Annastasia G.
WALKER, Jeremy K.

TRUSTEE RULE 13.3:

BEALL, Steven A.
BINGHAM, Rebecca L.
BRUNO, Jeffrey M.
FONTANA, Alexander
GRIGSBY, Thomas D.
NELSON, Joshua D.
RODRIGUEZ, Nelson E.
RONDAIN, Roberto J.
SEITER, Scott T.
VAUGHAN, Monique R.

A MOTION WAS MADE BY DAVID MCCALL TO APPROVE THE APPLICATIONS FOR MEMBERSHIP AS LISTED. SECONDED BY SEAN HATCHETT. VOTE WAS UNANIMOUS.

3. APPLICATION FOR SURVIVOR BENEFITS

- 1. <u>ANDERSON, Adrienne M.</u>, widow of Jack E. Anderson who passed away on August 30, 2016, bi-weekly gross pension benefit of \$1,232.33.
- 2. **EVANS, Cheryl D.,** widow of Vernon M. Evans who passed away on September 14, 2016, bi-weekly gross pension benefit of \$1,704.37.

A MOTION WAS MADE BY SEAN HATCHETT TO APPROVE THE APPLICATIONS FOR SURVIVOR BENEFITS AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY DAVID MCCALL. VOTE WAS UNANIMOUS.

4. APPLICATION FOR TIME SERVICE CONNECTIONS

- ALLOUSH, Tom S., Prior Florida Service (2 yrs., 8 mths., 5 days), \$28,499.60. Fire Fighter
- 2. **DAVIS III, John A.,** Prior Wartime Military Service (9 mths., 8 days), \$12,076.34. Fire Lieutenant

A MOTION WAS MADE BY RICK TOWNSEND TO APPROVE THE APPLICATIONS FOR TIME SERVICE CONNECTIONS AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY SEAN HATCHETT. VOTE WAS UNANIMOUS.

5. APPLICATION FOR TIME SERVICE RETIREMENT

1. **KOCS, Attila R.,** date of retirement September 23, 2016, monthly pension base amount of \$3,407.02. Police Officer

A MOTION WAS MADE BY RICK TOWNSEND TO APPROVE THE APPLICATION FOR TIME SERVICE RETIREMENT AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY DAVID MCCALL. VOTE WAS UNANIMOUS.

6. APPLICATION FOR VESTED RETIREMENT

- MACEACHERN, David A., date of vesting September 16, 2016, to be placed on pension July 10, 2024, monthly pension base amount of \$1,831.44. Police Officer
- 2. <u>SELZER, Bryan,</u> date of vesting August 5, 2016, to be placed on pension April 20, 2017, monthly pension base amount of \$3,648.48. Police Sergeant

A MOTION WAS MADE BY DAVID MCCALL TO APPROVE THE APPLICATIONS FOR VESTED RETIREMENT AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY RICK TOWNSEND. VOTE WAS UNANIMOUS.

7. REFUND OF PENSION CONTRIBUTIONS

- 1. <u>HOLTZENDORFF, Michael J.</u>, refund of pension contributions in the amount of \$404.21. Police Officer
- 2. <u>LAMB, Nanette C.,</u> refund of pension contributions in the amount of \$23.473.43. Police Officer

A MOTION WAS MADE BY RICK TOWNSEND TO APPROVE THE REFUND OF PENSION CONTRIBUTIONS AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY DAVID MCCALL. VOTE WAS UNANIMOUS.

8. SHARE PLAN DISTRIBUTION

- 1. **BROWN JR., Curtis J.,** refund of \$1,500.65
- 2. SELZER, Bryan, refund of \$1,500.65
- 3. **VITALE, John,** refund of \$1,500.65

A MOTION WAS MADE BY DAVID MCCALL TO APPROVE THE SHARE PLAN DISTRIBUTIONS AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY BRADY RIGDON. VOTE WAS UNANIMOUS.

9. RECISION OF DROP PARTICIPATION

1. <u>AYOUB, Andre E.,</u> DROP commencement date of October 10, 2015, date of recision September 17, 2016, 6% pension contribution requirement at the rate of \$5,159.16. Police Lieutenant

A MOTION WAS MADE BY RICK TOWNSEND TO APPROVE THE RECISION OF DROP PARTICIPATION AS VERIFIED WITH SUPPORTING DOCUMENTATION. SECONDED BY BRADY RIGDON. VOTE WAS UNANIMOUS.

V. OLD BUSINESS

NO OLD BUSINESS ON THE AGENDA

VI. EXECUTIVE DIRECTOR'S REPORT

TIM JOHNSON SHARED WITH THE ADVISORY COMMITTEE A FIRE DEPARTMENT EMPLOYMENT DOCUMENT DATING BACK TO 1963. A FIREFIGHTER WHEN HIRED BY THE CITY HAD TO STATE THAT HE WAS NOT A MEMBER OF THE COMMUNIST PARTY AND THAT HE DOES NOT BELIEVE IN THE OVERTHROW OF THE GOVERNMENT OF THE UNITED STATES OR OF THE STATE OF FLORIDA. THIS DOCUMENT HAD TO BE SIGNED AND NOTARIZED BY THE EMPLOYEE.

Annual Cycle of Work

TIM JOHNSON REVIEWED WITH THE ADVISORY COMMITTEE THE DRAFT OF THE ANNUAL CYCLE OF WORK FOR 2016/2017 FISCAL YEAR AS IT PERTAINS TO THE OPERATION OF THE OFFICE.

TIM WELCOMES INPUT FROM THE ADVISORY COMMITTEE SUCH AS SUGGESTIONS AS TO THE MEMBERS USE OF THE BUILDING FOR SPECIAL EVENTS, ANNUAL STATEMENTS TO THE MEMBERS TO VERIFY TIME SERVED AND CONTRIBUTIONS TO THE PLAN, THE ADVISORY COMMITTEE MAKING RECOMMENDATIONS TO THE BOARD FOR THE HOLIDAY BONUS, AND FIDUCIARY TRAINING FOR ADVISORY MEMBERS.

ALSO, WE HAVE TWO MEMBERS ON THE ADVISORY COMMITTEE RETIRING IN DECEMBER, 2016 AND APRIL, 2017. ELECTIONS WILL BE HELD. ALSO WE NEED TO VERIFY THE END OF TERM DATE FOR THE REMAINING ADVISORY COMMITTEE MEMBERS.

• New Member Orientation Slides and Presentation

DUE TO THE CHANGE IN THE DATE OF THE ADVISORY MEETING, THE NEW MEMBER ORIENTATION OCCURRED ON OCTOBER 17TH THEREFORE, THE ADVISORY COMMITTEE WAS UNABLE TO REVIEW THE PRESENTATION PRIOR TO THAT PRESENTATION. FUTURE SLIDES WILL BE CHANGED SLIGHTLY BASED ON RECOMMENDATIONS FROM THOSE ATTENDING. QUESTIONS WERE ASKED ABOUT TIME SERVICE CONNECTIONS, COULD THEIR BENEFITS CHANGE, ETC. WHICH WILL NOW BE INCORPORATED.

SEAN HATCHETT RECOMMENDED TALKING TO MEMBERS ABOUT CONTRIBUTIONS AND PROVIDING A BENEFIT CALCULATOR FOR MEMBERS ON THE WEBSITE. THINK ABOUT THEIR FUTURE.

A VESTING SEMINAR WAS SUGGESTED.

RICK TOWNSEND SUGGESTED TELLING THE MEMBERS HOW THE WINDFALL ELIMINATION PROCESS MIGHT IMPACT MEMBERS WITH REGARDS TO SOCIAL SECURITY BENEFITS WHEN THEY RETIRE.

TALK TO FIRE CHIEFS ABOUT INCORPORATING PRESENTATION WITH FUTURE MEETINGS. AT THE POLICE ACADEMY POSSIBLY BLOCK OUT AN HOUR DURING ORIENTATION CLASSES (LOTS OF DOWN TIME) FOR THE ORIENTATION.

VII. NEW BUSINESS

INFORMATION WAS DISTRIBUTED TO THE ADVISORY COMMITTEE REGARDING THE RE-EMPLOYMENT OF A RETIRED MEMBER. INFORMATION IS TO BE REVIEWED BY THE ADVISORY COMMITTEE PRIOR TO THE NEXT ADVISORY MEETING IN NOVEMBER AND FURTHER DISCUSSION WILL ENSUE.

VIII. ADJOURNMENT

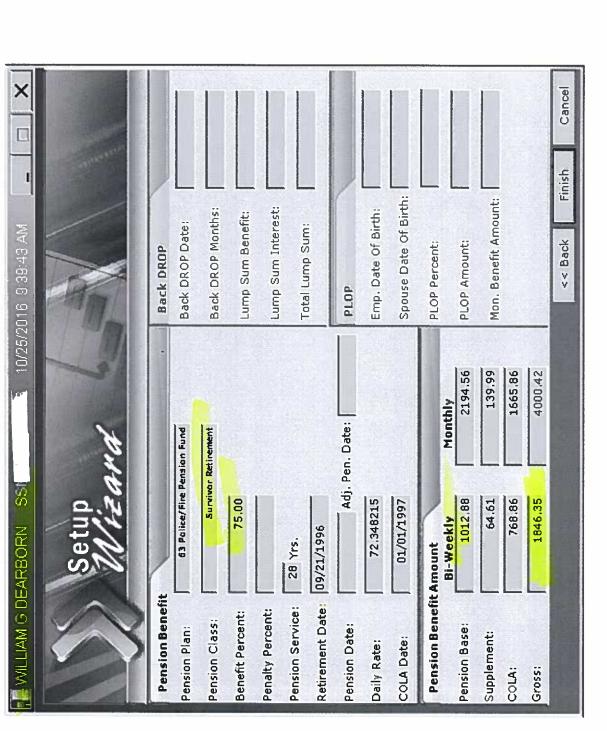
VICE CHAIRMAN HOLDERFIELD ADJOURNED THE MEETING AT 10:38AM

NOTE: The public meeting may be continued to a date, time, and place to be specified on the record at the meeting. If any person decides to appeal any decision made with respect to any matter considered at this public meeting such person will need to a record of proceedings, and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and that such record includes the testimony and evidence on which the appeal is based.

TO BE APPROVED AT THE NEXT ADVISORY COMMITTEE MEETING HELD ON NOVEMBER 9, 2016

James Holderfield, V. Chair

Plan			Pay Components	5	
Pension Plan: 63 Police/Fire Pension Fund	und Time.	Surviyor		Bi-Weekly I	Monthly
			Pension Base:	1227.24	2659.02
Pension Class: DROP SULVIVOR DI-WEEKLY Payout	ily rayout		Supplement:	69.23	150.00
Pension Index: PFPF62163FWP	Length of Service:	30 Yrs Mos	COLA Base:	2028.44	4394.95
Pay Status			COLA Amount:	801.20	1735.93
Frequency: Bi-Weekly ▼	Days to be Paid:	14	S/R Adjustment:		
Pay Status:	Daily Base Rate:	87,660000	DROP:	426.07	923,15
			Bonus:		
Adjustment:	Create Adjustment		Total Earnings:	2523.74	5468.10
Tax					
No Tax	Tax Marital Status:	Married	Exemption:		0
Fixed Withholding:	Additional Withholding:	200.00	Tax Percentage:		*
Tax Free Amount/PR:	Post Tax Begin Contribution:	n:	Post Tax Rem. Contribution:	tribution:	
Dates					locality and a second
Proj. Vested Ret. Date:	Retire/DROP Date:	01/02/2004 🕶	Spouse Effective Date:		09/26/2016 🔻
COLA Start Date: 01/01/2000	Annual Cert. Date:		Annual Cert. Flag:		
Retire Termination Date:	Termination Reason:		Þ		



DEBORAH LJOYEUSAZ	4Z 58	10/25/2016 2	2:56:52 PM			×
Plan				Pay Components	5	
Pension Plan: 37 Police	37 Police/Fire Pension Fund	und Pen. Type:	Survivor 💌		Bi-Weekly	Monthly
Pension Class: Survivor	Survivor Retirement	E I		Pension Base:	70'T06	+C.C20
		L		Supplement:	48,46	105.00
Pension Index: PFPF62137PWP	3/PWP	Length of Service: 21 Yrs	rrs MOS	COLA Base:	686.98	1488,46
Pay Status				COLA Amount:	305.96	662,91
Frequency:	Bi-Weekly ▼	Days to be Paid:	14	S/R Adjustment:		
Pay Status:	•	Daily Base Rate:	27,215447	DROP:		
Adjustment:		Create Adjustment		Bonus: Total Earnings:	735.44	1593.45
Таж						
	□ No Tax	Tax Marital Status:	Single	Exemption:		H
Fixed Withholding:		Additional Withholding:		Tax Percentage:		*
Tax Free Amount/PR:		Post Tax Begin Contribution:		Post Tax Rem. Contribution:	tribution:	
Dates	を見る					Chief beneficier been
Proj. Vested Ret. Date:		Retire/DROP Date:	03/31/1984 🕶	Spouse Effective Date:		10/11/2016 🕶
COLA Start Date:	04/01/1996	Annual Cert, Date:		Annual Cert. Flag:		
Retire Termination Date:		Termination Reason:		Þ		
					e x e v	legge
n Date:	50 51	Annual Cert. Date: Termination Reason:		Annual Cert. Flag:		Save

PENSION FUND		Pensioner : RICHARD A CALDWELL	D A CALDWELL SSN: 2	1/2	Gar Pension
Add Child Benefit					
Last Name	First Name SSN	Date Of B	wirth Marital Status Disable	Date Of Birth Marital Status Disable Student Orphan Daily Rate Pay Status Term. Re	atus Term, Re
CALDWELL	AVA	06/08/2011	0 1		
Child Benefit Amount	nt		Child Pension Info		
Monthly Amount:	200		Pension Plan:	63 Police/Fire Pension Fund ▼	
Daily Pay Rate:	6,593400		Pension Class:	Guardian pension account	
Pension Base:	Bi-Weekly 92.31	Monthly 200.00	Retiree Retirement Date:	10/21/2016	
Supplement:	30.00	65.00	Effective Date:	09/29/2016 🔻	
COLA Amount:					
Gross:	122.31	265.00			
COLA Base Amount:					
Retiree Bi-Weekly Payment Data	Payment Data				
Daily Pay Rate:	200.664591	Pension Base:	2809.30 Suppl	Supplement: 30.00	
COLA Base Amount:	2809.30	COLA Amount:	COLA	COLA Start Date: 01/01/2017	
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				Add Child Save	Cancel

QUINTON L DOUGLAS SSN:S 10/5/2016 2:19:33 PM

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TSC Details							
Status: Pending			Pension Date Adjusted TSC Forced Completion	Date Adjust ed Complet		7%=10,533.32	33.32
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Last Month Salary: 4	4678.01 C	Calculation Date:	10/05/2016	\prod	5		
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Purchase Time: 32 Mos	5 Days Pu	Purchase Amount:		10533,32 p	Period End Date:	12/0	12/01/2006
Deduction Amount:	Σ	Max Ded. Amount:		10533,32			
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Comments							
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40 %

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TSC Available						
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26

Status: Status: Status: Status: TSC Type: Calculation Date Adjusted TSC Troced Completion TSC Type: Last Month Salary: Deduction Amount: TSC Type: Type of Purchase: Time Type of Purchase: Type of Type			
Pending Pending Pension Date Adjusted Type of Purchase: Time Type of Purchase: Time Type of Purchase: Time Type of Purchase Time Type of Purchase Time Type of Purchase Time Type of Purchase Amount: Type of			
Pending			
TSC Forced Completion Type Of Purchase: Time Time Type Of Purchase: Time Type Of Purchase: Time Time Type Of Purchase: 10/74/2016 Period Start Date: 04/21/2014 25 Mos 16 Days Purchase Amount: 15422.08 Period End Date: 06/06/2016 Expected End Date: Actual End Date: Time T	Pending	usted	
Other Govt		letion	
3019.99 Calculation Date: 10/24/2016 25 Mos 16 Days Available Amount: 15422.08 Period Start Date: 04/21/2014 25 Mos 16 Days Purchase Amount: 15422.08 Period End Date: 06/06/2016	Other Govt Type Of Purchase:		
25 Mos 16 Days Available Amount: 15422.08 Period Start Date: 04/21/2014 25 Mos 16 Days Purchase Amount: 15422.08 Period End Date: 06/06/2016	3019.99 Calculation Date:		
me: 25 Mos 16 Days Purchase Amount: 15422.08 Period End Date: 06/06/2016 Immount: Max Ded. Amount: 15422.08 Immount: Expected End Date: Actual End Date: Immount:	25 Mos 16 Days Available Amount:	Period Start Date:	04/21/2014
Max Ded. Amount: 15422.08 Actual End Date:	25 Mos 16 Days Purchase Amount:	Period End Date:	06/06/2016
Expected End Date: Actual End Date: Inents.	Max Ded. Amount:		*
		Actual End Date:	Σ
4 ×	ments		
	ľ		4
	Comment to History >		E



ESTIMATED PENSION BENEFIT

Name : WYNNE, DANIEL H

SSN :

EIN : 7417

Age : 45

Year Service : 20

Date of Employment : 04/19/1999

Adjusted Date of Employment :

Pension Date : 08/25/1996

Adjusted Pension Date : 08/25/1996

Estimated Retirement Date : 10/21/2016

Benefits Estimated on : 10/22/2016

Estimated Biweekly Gross : 2,949.38

Average Monthly Salary : 10,650.55

% of Pension Benefit : 60.00 %

Estimated Monthly Pension Benefit: 6,390.32

Setup Setup Walford 10:17:10 AM Setup Setup Walford 10:17:10 AM Setup Setup Walford 10:17:10 AM Setup Se	unt: 6758.20
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Jan Pension

RE PENSION FUND

Void Acc. Type Process Payment ROLLOVER OF PENSION CONTRIBUTIONS Account # COHILL Country Code: Delivery Point: IRA Check Digit: Distribution Code: 6 USAA INVESTM Account Type: Ë .1 EIN: 68973 Last Name: Check # Payment Type Check Date Ava. Gross Amt Net Amount Dist. Code Trustee New Check Message Save 4851.04 G Employee: DAVID D COHILL SSN: 2 Carrier Route: 4851.04 State: ۵ City: œ Zip: 4851.04 Payment Type: Check Date: Account #: Net Rollover Amount: ËΞ USAA INVEST DAVID 4851,04 **USAA INVESTMENT** Personal Information Country: United States Bank Information Amount Details Available Rollover Amt.: First Name: Street 2: Street 3: Check #: Address Street 1: Trustee: SSN:

Pension Contribution Pre/Post Tax Amount Police Fire Plan Group 2 PRE PRE Police Fire Plan Group 2 PRE Pre-Tax: \$1,814.34 Post Tax: \$0.00	GAEL FRANCOIS		1/22/2016 10:22:14 AM			×
Pension Plan PRE PRE PRE 1 PRE PRE	Pension Conf	tribution				
PRE 1.814.34 Post Tax: \$1,814.34 Post Tax: \$60.00	Pension	n Plan	West Water Co.	Pre/Post Tax	Amount	
Pre-Tax: \$1,814.34 post Tax: \$60.00		Fire Plan Group 2		PRE		1814.34
Pre-Tax: \$1,814.34 Post Tax: \$0.00						
	Total:		Post Tax:	\$0.00	100	

EIN: 75340

SSN:

Employee: EMILY LOSHMAN

Delete

Process Payment

New

Save

Distribution Code: G

9102/20/01

Check Date: Account #:

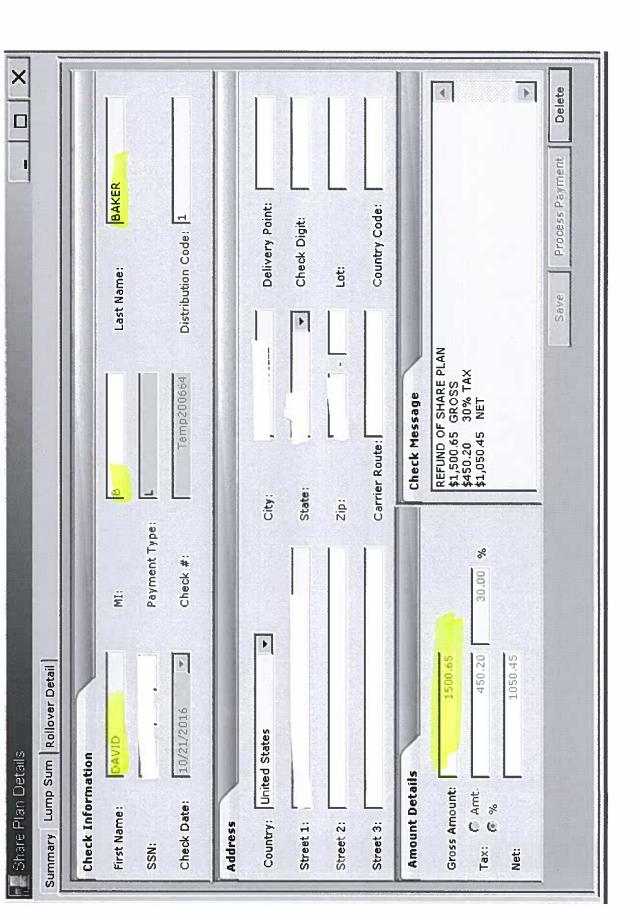
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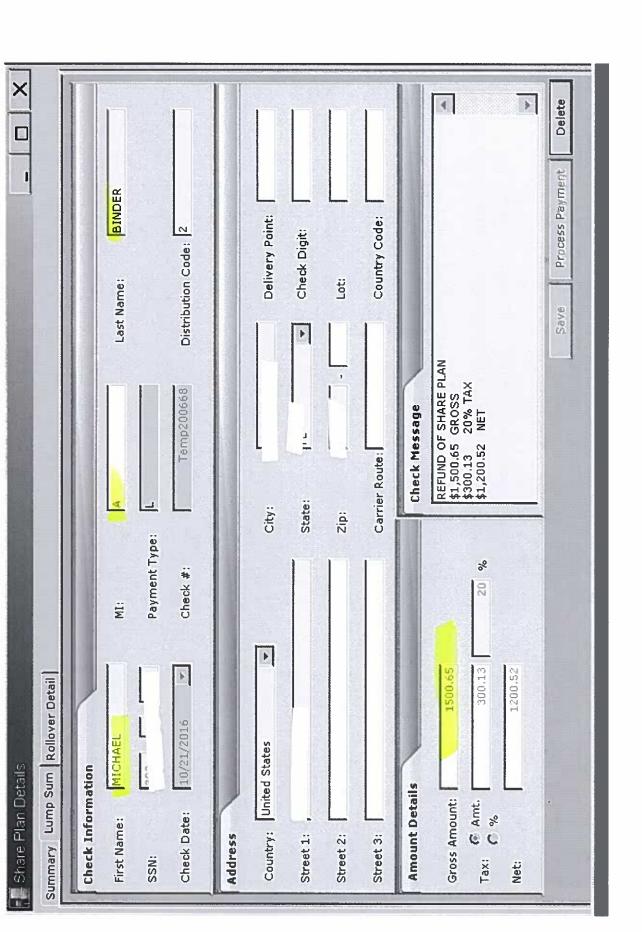
Check #:

Account Type:

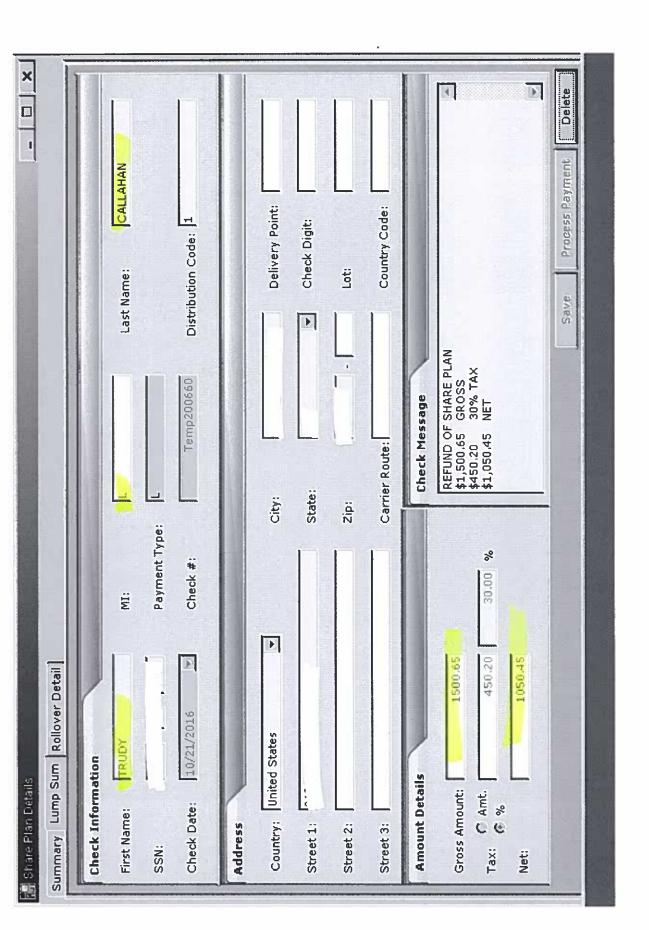
JAVID P POWELLUR	10/25/2016 8:44:52 AM
Setup	
Total Balance Gross Total Balance: 44627.68 Pre-Tax Amount:	44627.68 Post Tax Amount: 0
Lump Sum Details Taxable Refund Amount: NonTaxable Refund Amount:	Rollover Amount:
Total Refund Amount: 44627.68	Index Code: PFPF62137REF T DB to DC
Verify Pension Contribution	<< Back Next >> Cancel

Summary Lump Sum Rollover Detail Check Information First Name: GLENN SSN: Check Date: L1/04/2016 Check #: Check Payment Type: L Address Country: United States Country: United States		
MI: Payment Type: O4/2016		
ie: GLENN Payment Type: ste: [11/04/2016		
ate: 11/04/2016 Check #:	t t	Last Name: ATKINS
ate: 11/04/2016		
United States	Temp200684	Distribution Code: 2
		Delivery Point:
Street 1: State:		Check Digit:
Street 2:		Lot:
Street 3: Carrie	Carrier Route:	Country Code:
Amount Details	Check Message	
Gross Amount: 1500.65	\$1,500.65 GROSS	
Tax: 6 Amt. 300.13 20 %	\$300.13 20% TAX \$1,200.52 NET	
Net: 1200.52		<u> </u>
		Save Process Payment Delete



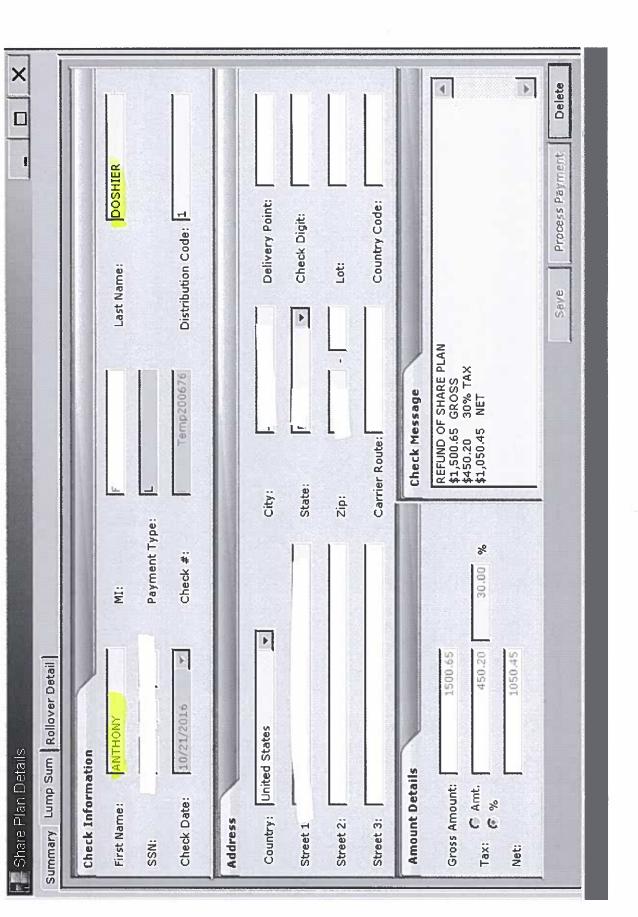


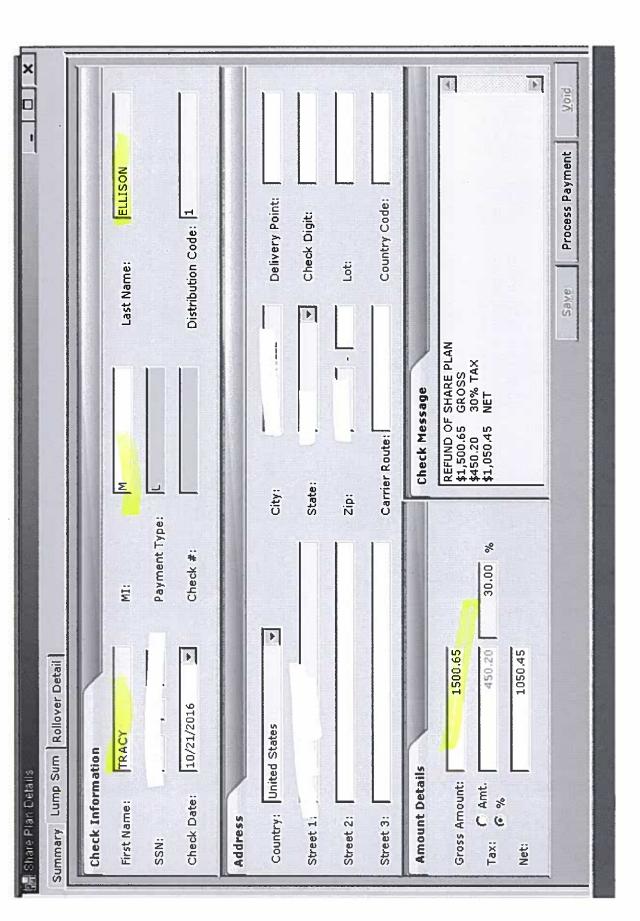
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			B: CALDWELL		Distribution Code: 1		Delivery Point:	Check Digit:		Country Code:			Process Payment
			Last Name:		Distributio	rous commenced	ă	0	Lot:	Ö		NA	Save
					Temp200682				-	oute:	Check Message	REFUND OF SHARE PLAN \$1,500.65 GROSS \$450.20 30% TAX \$1,050.45 NET	
			4	Type:	L		City:	State:	Zip:	Carrier Route:	Che		
			MI:	Payment Type:	Check #:							30.00	
	r Detail				>		Þ					1500.65 450.20 1050.45	
etails	Sum Rollove	ation	RICHARD		11/04/2016		ted States				ils		
Share Plan Details	Summary Lump Sum Rollover Detail	Check Information	First Name:	SSN:	Check Date:	Address	Country: United States	Street 1:	Street 2:	Street 3:	Amount Details	Gross Amount: C Amt. Tax: G % Net:	



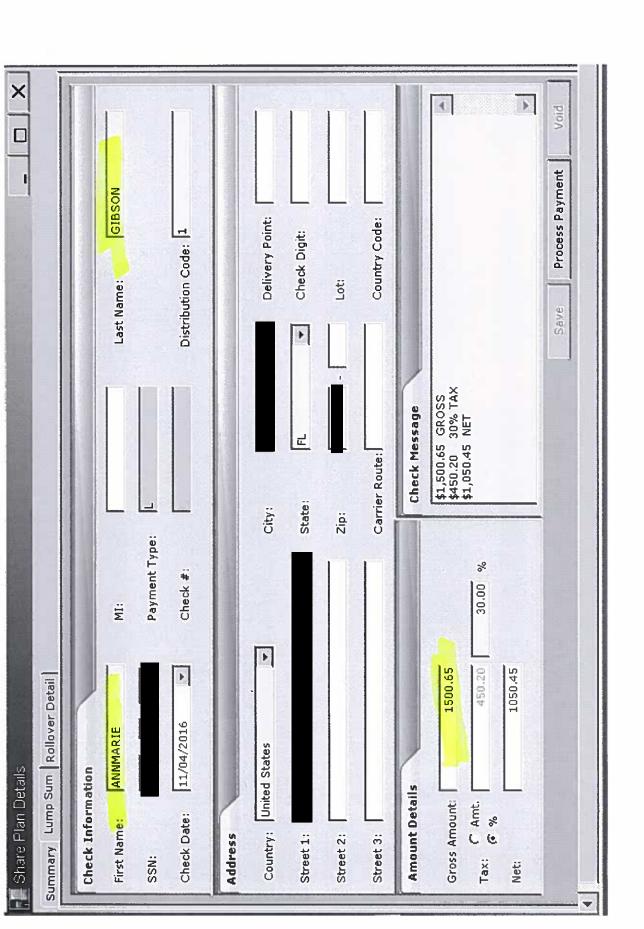
📜 Share Plan Details			×
Summary Lump Sum Rollover Detail	rer Detail]		
Check Information			
First Name: DAVID	MI:	M	Last Name: CATIR
SSN:	Payment Type:	e:	
Check Date: 10/21/2016	6 T Check #:	Temp200666	Distribution Code: 2
Address			
Country: United States	F.	City:	Delivery Point:
Street 1: ,		State:	Check Digit:
Street 2:		Zip:	Lot:
Street 3:		Carrier Route:	Country Code:
Amount Details		Check Message	
Gross Amount:	1500.65	REFUND OF SHARE PLAN \$1,500.65 GROSS	1
Tax: 6 Amt.	300.13 20 %	\$300.13 20% TAX \$1,200.52 NET	
Net:	1200.52		
			Save Process Payment Delete

Share Plan Details				×
Summary Lump Sum Rollover Detail	r Detail			
Check Information				
First Name: DAVID		MI:		Last Name: CREWS
SSN:		Payment Type:	1	
Check Date: 10/21/2016	D	Check #:	Temp200673	Distribution Code: 2
Address				
Country: United States			City:	Delivery Point:
Street 1: 12			State:	Check Digit:
Street 2:		Ī	Zip:	Lot:
Street 3:			Carrier Route:	Country Code:
Amount Details			Check Message	
Gross Amount:	1500.65		REFUND OF SHARE PLAN \$1,500.65 GROSS	4
Tax: 6 Amt.	300.13	20 %	\$300.13 20% TAX \$1,200.52 NET	
Net:	1200.52			
				Save Process Payment Delete

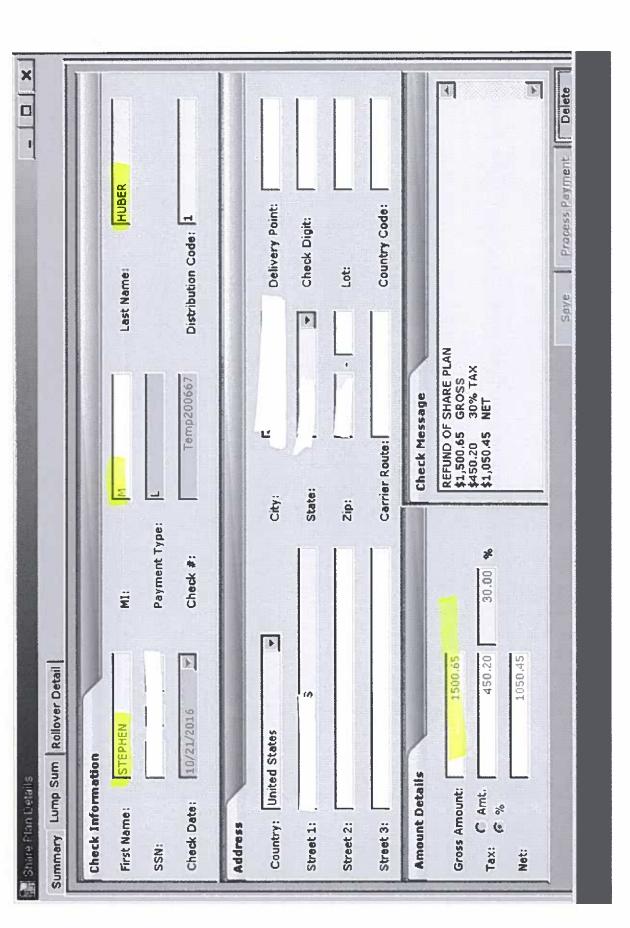


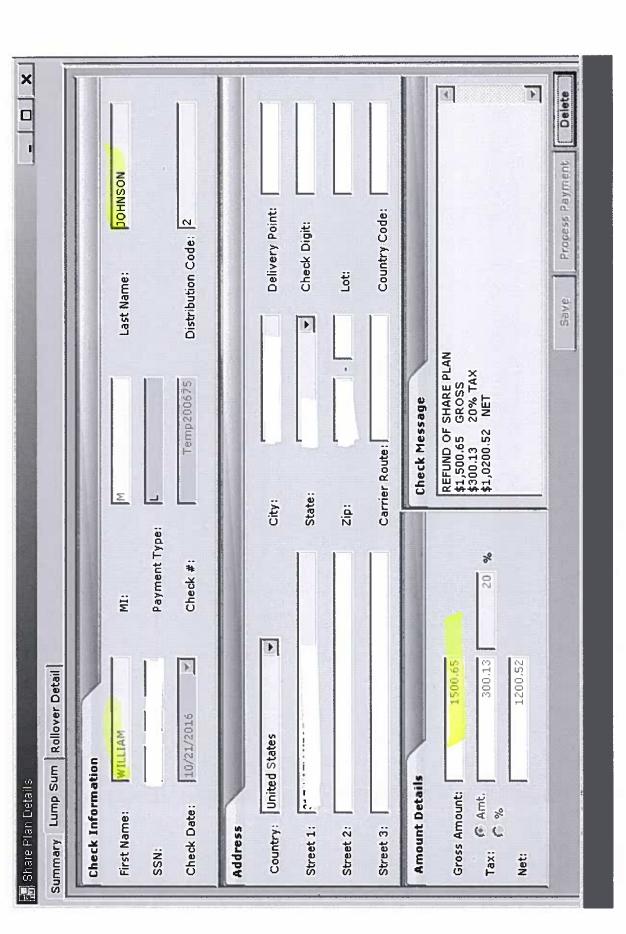


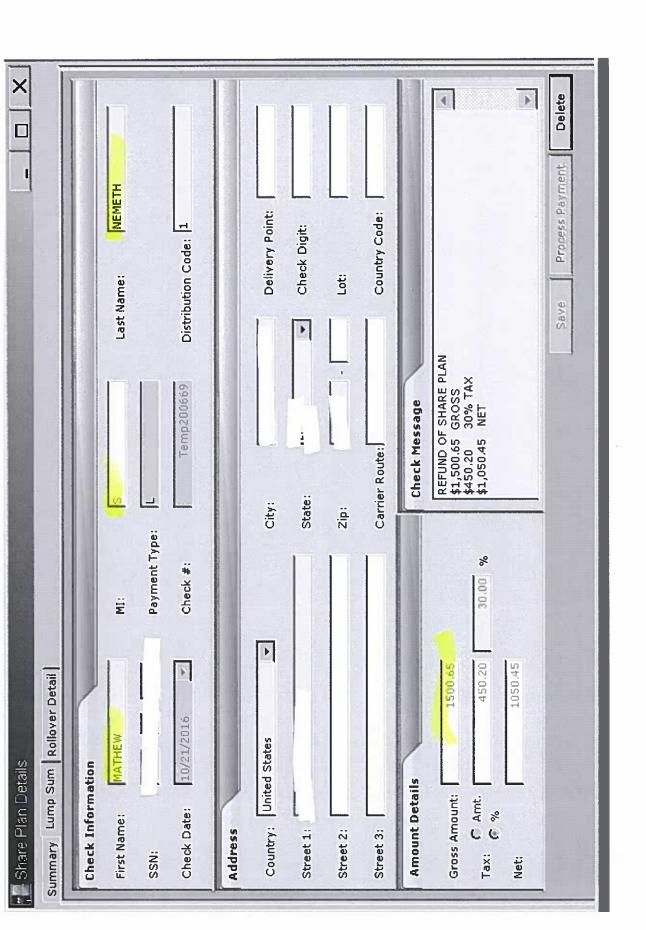
Fe Share Plan Details		×
Summary Lump Sum Rollover Detail		
Check Information		
First Name: RODERIC M	MI:	Last Name: FEACHER
SSN:	Payment Type:	
Check Date: 10/21/2016 💌 C	Check #: Temp200658	Distribution Code: 1
Address		
Country: United States	City:	Delivery Point:
Street 1	State:	Check Digit:
Street 2:	Zip:	Lot:
Street 3:	Carrier Route:	Country Code:
Amount Details	Check Message	
Gross Amount: 1500.65	REFUND OF SHARE PLAN \$1,500.65 GROSS	
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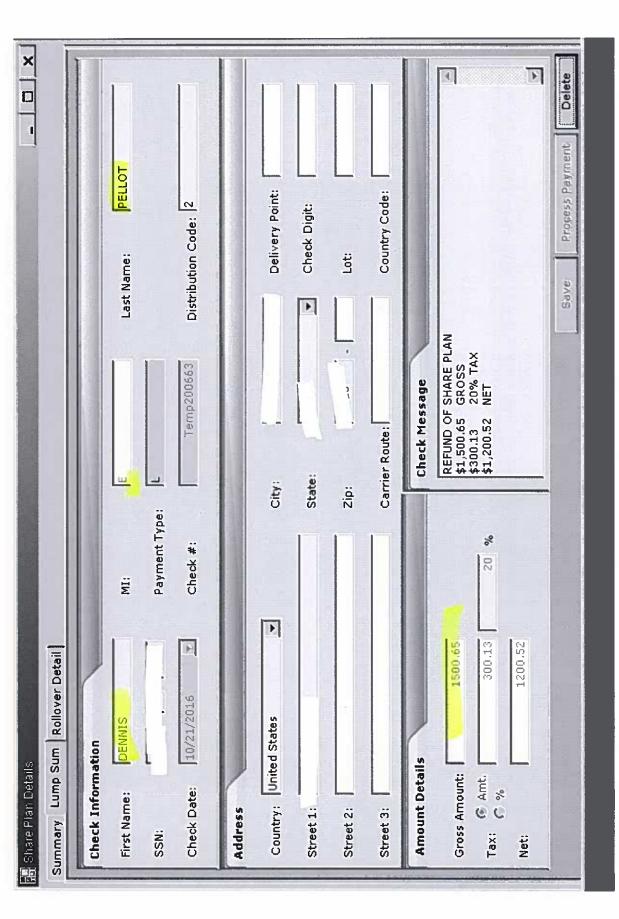




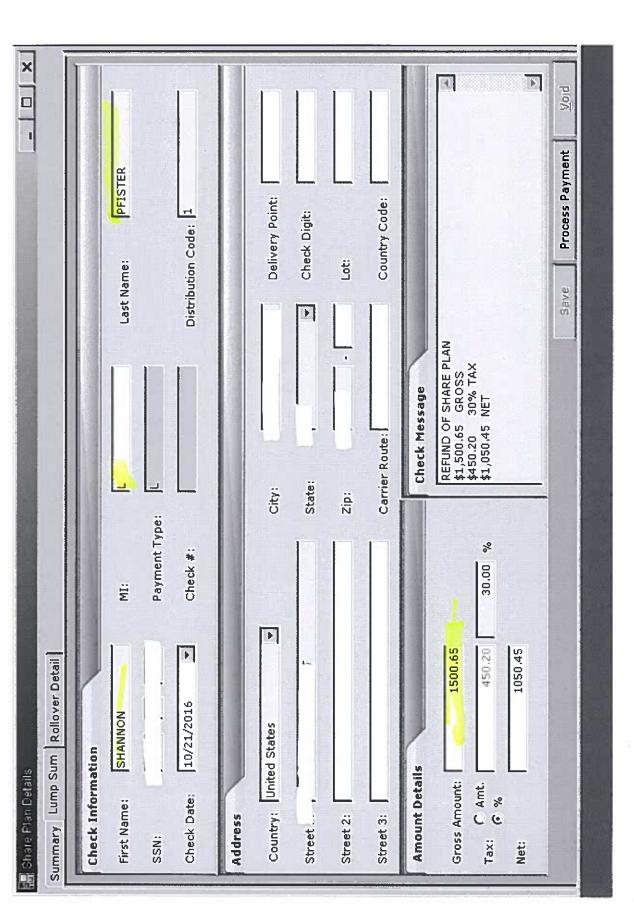


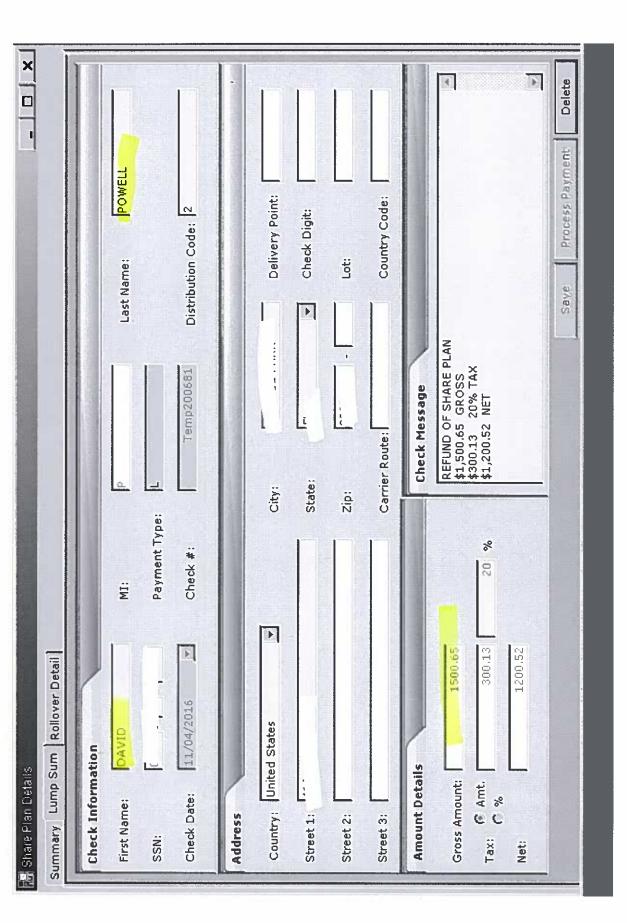






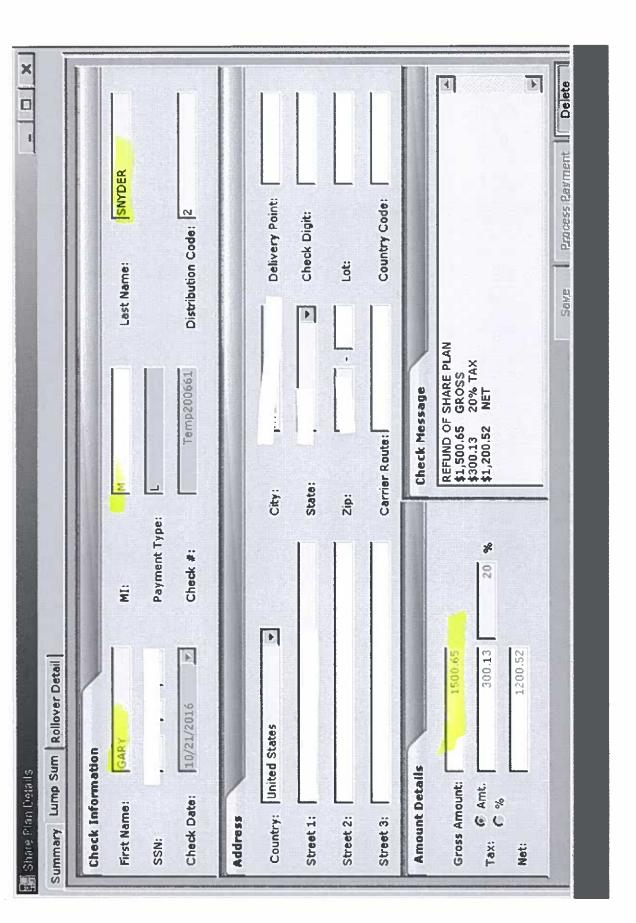
Ed. Share Plan Details Summary Lump Sum Rollover Detail	ver Detail			×	×
Check Information					
First Name; DAMES		MI:		Last Name: PENN	
SSN;		Payment Type:			
Check Date: 10/21/2016	16	Check #:	Temp200662	Distribution Code: 1	
Address					
Country: United States	P	City:		Delivery Point:	
Street 1:		State	::	Check Digit:	
Street 2:		Zip:		Lot:	
Street 3:		P.O.	Carrier Route:	Country Code:	
Amount Details			Check Message		
Gross Amount:	1500.65				T)
Tax: C Amt.	450.20	30.00 %	\$450.20 30% TAX \$1,050.45 NET		
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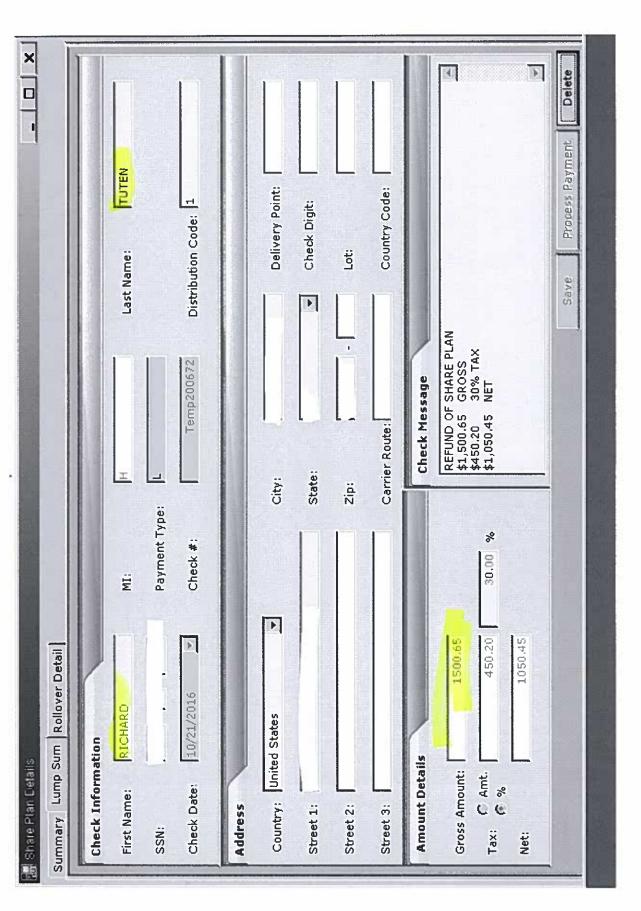


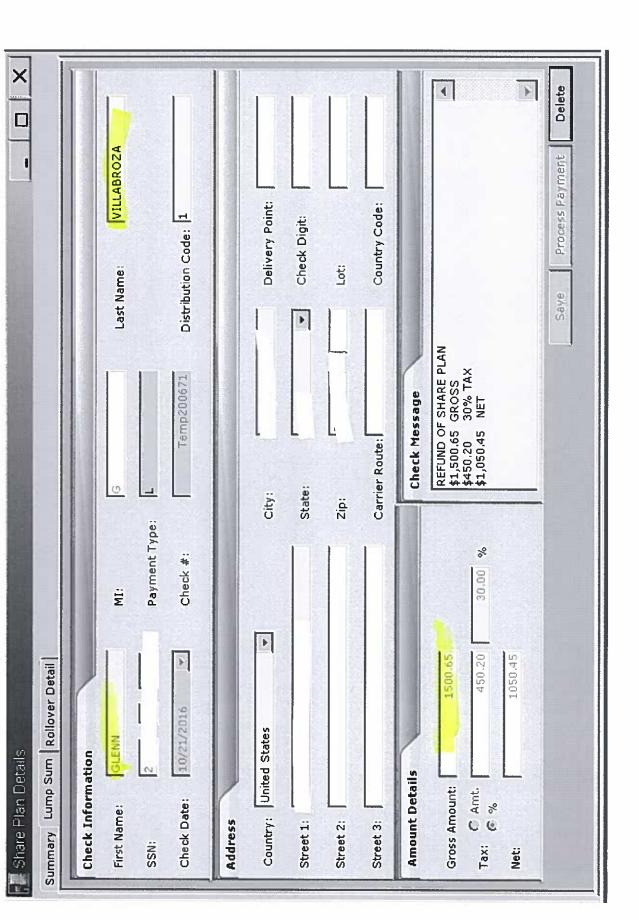


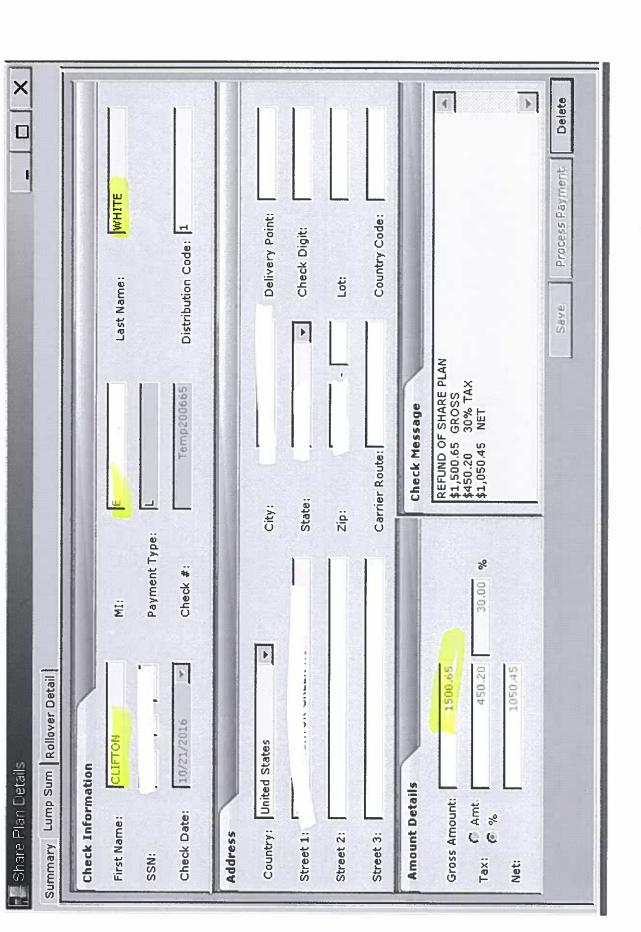
GrossAmour Di 1500.65 G	4.5			Delete
CheckNumb CheckTypeI PaymentTyp CheckDate NetAmount TaxAmount GrossAmour Di Temp20067 79 R 10/21/2016 1500.65 5		SMITH	Delivery Point: Check Digit: Lot: Country Code:	: IRA ode: G Process Payment
NetAmount 1500.65	HARE PLAN	Last Name:	Delivery Poir Check Digit: Lot: Country Cod	Account Type: IR Distribution Code: G
CheckDate NetAmo 10/21/2016 1500.65	Check Message ROLLOVER OF SHARE PLAN	F		Ac Point
PaymentTy			City: State: Zip: Carrier Route:	10/21/2016
CheckTypei	1500,65	Type:	City: State: Zip: Carriel	
CheckNumb Ch	Net Rollover Amount:	MI: Payment Type:		Account #: Check Date:
CheckId 2393906	1500.65 Amount:			00677
RefundId 12081		nation <mark>BRADLEY</mark>	tates	7 Temp2006
RefundPaym RefundId	Amount Details Available Rollover Amt.:	Personal Information First Name: BRADLE SSN:	Address Country; United States Street 1 , Street 2: Street 3:	Bank Information Trustee: Check #:
	Amount I Available Rollover	Perso First N SSN:	Address Country: Street 1 Street 2: Street 3:	Bank Inf Trustee: Check #:



×			E:		Distribution Code: 2		Delivery Point:	Check Digit:	Lot:	Country Code:			Process Payment Delete
			Last Name:		Temp200674 Distribution		ď	5			essage	######################################	Save
			MI:	Payment Type:	Check #:		City:	State:	Zip:	Carrier Route:	Check Message	81,500.65 \$300.13 \$1,200.52	
Details	Summary Lump Sum Rollover Detail	nation	DAVID	is .	10/21/2016		ited States				sils	300.13	
Share Plan Details	Summary Lump	Check Information	First Name:	SSN:	Check Date:	Address	Country: United States	Street 1:	Street 2:	Street 3:	Amount Details	Gross Amount: Tax: © Amt. Net:	







Cancel

Save

0

Details Ledger			
Ledger Details			
TransactionType	Debit Amount	Credit Amount Date	Phase Remarks Rate
DROP Refund Roll Over		261129.48 10/21/2016	2 DROP Refund Roll Over Chec
DROP Phase 2 Periodic Payment		948.80 10/07/2016	2
DROP Phase 2 Periodic Interest	843.99	10/07/2016	2 8.4%
DROP Phase 2 Periodic Payment		948.80 09/23/2016	2
DROP Phase 2 Periodic Interest	844,33	09/23/2016	2 8.4%
DROP Phase 2 Periodic Payment		948.80 09/09/2016	2
DROP Phase 2 Periodic Interest	844.66	09/09/2016	8,4%
DROP Phase 2 Periodic Payment		948.80 08/26/2016	2
DROP Phase 2 Periodic Interest	845,00	08/26/2016	2 8.4%
DROP Phase 2 Periodic Payment		948.80 08/12/2016	2
DROP Phase 2 Periodic Interest	845.33	08/12/2016	8,4%
DROP Phase 2 Periodic Payment		948.80 07/29/2016	2
DROP Phase 2 Periodic Interest	845,66	07/29/2016	2 8.4%
DROP Phase 2 Periodic Payment		948.80 07/15/2016	2
DROP Phase 2 Periodic Interest	846.00	07/15/2016	2 8.4%
DROP Phase 2 Periodic Payment		948.80 07/01/2016	2
DROP Phase 2 Periodic Interest	846.33	07/01/2016	8,4%
DROP Phase 2 Periodic Payment		948.80 06/17/2016	8
DROP Phase 2 Periodic Interest	846.66	06/17/2016	8.4%
DROP Phase 2 Periodic Payment		948.80 06/03/2016	2
DROP Phase 2 Periodic Interest	846.99	06/03/2016	2 8,4%
DROP Phase 2 Periodic Parcment		948.80 N5/20/2016	

	THE PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN CO	CONNECT L OLONGE 33	107/4/1	11/4/2010 3:32:23 AIVI	1
Details	Ledger				
Ledg	Ledger Details				
			The state of the s	THE REST OF THE PERSON NAMED IN COLUMN 1.	
	Transaction Type	Debit Amount	Credit Amount Date	Phase Remarks R	Rate
<u></u>	DROP Refund Lump Sum Check		18880.00 11/04/2016	2 DROP Refund Lump Sum Ch	21
	DROP Phase 2 Periodic Payment		113.82 10/21/2016	2	
	DROP Phase 2 Periodic Interest	61.17	10/21/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 10/07/2016	2	
	DROP Phase 2 Periodic Interest	61.34	10/07/2016	2 8	8.4%
	DROP Phase 2 Periodic Payment		113.82 09/23/2016	2	
	DROP Phase 2 Periodic Interest	61,51	09/23/2016	2 8	8.4%
	DROP Phase 2 Periodic Payment		113.82 09/09/2016	2	
	DROP Phase 2 Periodic Interest	61.67	09/09/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 08/26/2016	2	
	DROP Phase 2 Periodic Interest	61.84	08/26/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 08/12/2016	2	
	DROP Phase 2 Periodic Interest	62.01	08/12/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 07/29/2016	2	
	DROP Phase 2 Periodic Interest	62.18	07/29/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 07/15/2016	2	
1	DROP Phase 2 Periodic Interest	62.34	07/15/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 07/01/2016	2	
	DROP Phase 2 Periodic Interest	62.51	07/01/2016	2 8.	8.4%
	DROP Phase 2 Periodic Payment		113.82 06/17/2016	2	
0.23	DROP Phase 2 Periodic Interest	62.67	06/17/2016	2 8.	8.4%
	DROP Phase 2 Perindic Payment		113 82 06/03/2016	^	>

tion Type Abse 2 Conversion In Abse 2 Conversion In Abse 2 Conversion In Abse 1 Conversion In Abse 2 Conversion In Abse 3 Conversion In Abse 3 Conversion In Abse 4 Conversion In Abse 6 Conversion In Abse 7 Conversion In Abse 8 Conversion In Abse 8 Conversion In Abse 9 Conversion In Abse 1 Conv	SCOTT D HAYES	10/22/201	10/22/2016 9:50:34 AM				_	×
no Type Debit Amount Credit Amount Date Phase Remarks se 2 Conversion In 245399.36 10/22/2016 2 se 1 Conversion Out 245399.36 10/22/2016 1 se 1 Interest Adjustme 1158.89 10/22/2016 1 se 1 Bi-Weekly Deposit 1716.42 10/07/2016 1 se 1 Bi-Weekly Deposit 1716.42 1716.42 10/07/2016 1	Details Ledger							
Debit Amount Credit Amount Date Phase Remarks	LedgerDetails							
Debit Amount Credit Amount Date Phase Remarks		The section is not a second	THE REAL PROPERTY.					
245399.36 10/22/2016 1 1158.89 10/22/2016 1 1716.42 10/21/2016 1 1716.42 10/07/2016 1 1716.42 10/07/2016 1 1620.81 09/30/2016 1 1716.42 09/09/2016 1 1716.42 09/09/2016 1 1716.42 08/12/2016 1 1716.42 08/26/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1	Transaction Type	Debit Amount	Credit Amount		Phase Remarks		Rate	и
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1716.42 09/23/2016 1 1716.42 09/09/2016 1 1586.30 08/31/2016 1 1716.42 08/12/2016 1 1716.42 08/12/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 07/29/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1 1716.42 06/30/2016 1	DROP Phase 1 Interest	1620,81		09/30/2016			8.4%	
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DROP Phase 2 Conversion In	415560.79		10/09/2016	2		
DROP Phase 1 Conversion Out		415560,79	415560,79 10/09/2016	п		
DROP Phase 1 Interest Adjustme	661.11			п		
DROP Phase 1 Bi-Weekly Deposit	2780.80		10/07/2016	Ħ		
DROP Phase 1 Interest	2776.00		09/30/2016	п	8.4%	%
DROP Phase 1 Bi-Weekly Deposit	2780.80			-		
DROP Phase 1 Bi-Weekly Deposit	2780.80		09/09/2016	н		
DROP Phase 1 Interest	2719.07		08/31/2016	1	8.4%	%
DROP Phase 1 Bi-Weekly Deposit	2780.80		08/26/2016	н		
DROP Phase 1 Bi-Weekly Deposit	2780.80		08/12/2016	Т		
DROP Phase 1 Interest	2643.54		07/31/2016	1	8.4%	%
DROP Phase 1 Bi-Weekly Deposit	2780.80		07/29/2016	-		
DROP Phase 1 Bi-Weekly Deposit	2780.80		-	п		
DROP Phase 1 Bi-Weekly Deposit	2780.80		07/01/2016	П		
DROP Phase 1 Interest	2587,51		06/30/2016	1	8.4%	%
DROP Phase 1 Bi-Weekly Deposit	2780.80		06/17/2016	п		
DROP Phase 1 Bi-Weekly Deposit	2780.80		06/03/2016	т		
DROP Phase 1 Interest	2531.87		05/31/2016	1	8.4%	%
DROP Phase 1 Bi-Weekly Deposit	2780.80		05/20/2016	н		
DROP Phase 1 Bi-Weekly Deposit	2780.80		05/06/2016	п		
DAGA A Internet	12 2F KC		2100/00/10		0	707
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l ép	LedgerDetails							
58	Transaction Type	Debit Amount	Credit Amount Date	Date	Phase	Phase Remarks	Sate	K
	DROP Phase 2 Conversion In	82818,23		10/22/2016	2			ľ
- sak	DROP Phase 1 Conversion Out		82818.23	82818,23 10/22/2016	:			
	DROP Phase 1 Interest Adjustme	377.70		10/22/2016	1			
HALF	DROP Phase 1 Bi-Weekly Deposit	1979,00		10/21/2016	-			
1000	DROP Phase 1 Bi-Weekly Deposit	1979,00		10/07/2016	H			
	DROP Phase 1 Interest	508.86		09/30/2016	н		8.4%	
	DROP Phase 1 Bi-Weekly Deposit	1979.00		09/23/2016	H			1
	DROP Phase 1 Bi-Weekly Deposit	1979.00		09/09/2016	1			
	DROP Phase 1 Interest	478.36		08/31/2016	H		8.4%	
	DROP Phase 1 Bi-Weekly Deposit	1979.00		08/26/2016	н			
	DROP Phase 1 Bi-Weekly Deposit	1979.00		08/12/2016	.			
	DROP Phase 1 Interest	434,55		07/31/2016	н		8,4%	
	DROP Phase 1 Bi-Weekly Deposit	1979.00		07/29/2016	1			
	DROP Phase 1 Bi-Weekly Deposit	1979,00		07/15/2016	1			
-	DROP Phase 1 Bi-Weekly Deposit	1979,00		07/01/2016	1			
	DROP Phase 1 Interest	404.56		06/30/2016	-		8.4%	
13	DROP Phase 1 Bi-Weekly Deposit	1979,00		06/17/2016	н			
	DROP Phase 1 Bi-Weekly Deposit	1979,00		06/03/2016	н			
	DROP Phase 1 Interest	374.77		05/31/2016	H		8.4%	
20.0	DROP Phase 1 Bi-Weekly Deposit	1979.00		05/20/2016	H			
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				STATISTICS.			VIII.	
È	Transaction Type	Debit Amount	Credit Amount Date	Date	Phase R	Remarks	Rate	1
Ö	DROP Phase 2 Conversion In	49414,09		10/09/2016	2			
ă	DROP Phase 1 Conversion Out		49414.09	49414.09 10/09/2016	н			
ă	DROP Phase 1 Interest Adjustme	76.83		10/09/2016	1			
古	DROP Phase 1 Bi-Weekly Deposit	1443.47		10/02/2016	н			
古	DROP Phase 1 Interest	307.31		09/30/2016	н		8.4%	
To To	DROP Phase 1 Bi-Weekly Deposit	1443.47		09/23/2016	-			
占	DROP Phase 1 Bi-Weekly Deposit	1443,47		09/09/2016	-			
Ä	DROP Phase 1 Interest	285,50		08/31/2016	-		%4%	
ă	DROP Phase 1 Bi-Weekly Deposit	1443.47		08/26/2016	Ħ			
ă	DROP Phase 1 Bi-Weekly Deposit	1443,47		08/12/2016	Ħ			
古	DROP Phase 1 Interest	253.98		07/31/2016	1		8.4%	
The state of	DROP Phase 1 Bi-Weekly Deposit	1443,47		07/29/2016	1			
in	DROP Phase 1 Bi-Weekly Deposit	1443,47		07/15/2016	1			
ద	DROP Phase 1 Bi-Weekly Deposit	1443,47		07/01/2016	-			
占	DROP Phase 1 Interest	232.53		06/30/2016	1		8.4%	
ద	DROP Phase 1 Bi-Weekly Deposit	1443,47		06/17/2016	1			
占	DROP Phase 1 Bi-Weekly Deposit	1443,47		06/03/2016	1			
The state of the s	DROP Phase 1 Interest	211.23		05/31/2016	1		8.4%	
P.	DROP Phase 1 Bi-Weekly Deposit	1443.47		05/20/2016	Ŧ			
Height	DROP Phase 1 Bi-Weekly Deposit	1443,47		05/06/2016	1			
ä	DROP Phase 1 Interest	190.08		04/30/2016	H		8.4%	
Ę	DROP Phace 1 Ri-Weekly Dennsit	1443.47		N4/22/2016	-			

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	Tong and	Politic American				4	l
	DROP Phase 2 Conversion In	322427.75	Cledit Alliodil	7/2016	riigae neiligika	Ď.	1
	DROP Phase 1 Conversion Out		322427.75	10/22/2016			
	DROP Phase 1 Interest Adjustme	1522.65		10/22/2016	F		
	DROP Phase 1 Bi-Weekly Deposit	2255,19		10/21/2016	1		
	DROP Phase 1 Bi-Weekly Deposit	2255,19		10/07/2016	1		
	DROP Phase 1 Interest	2129,56		09/30/2016	-1	8.4%	%
	DROP Phase 1 Bi-Weekly Deposit	2255.19		09/23/2016 1			
	DROP Phase 1 Bi-Weekly Deposit	2255.19		09/09/2016 1			
	DROP Phase 1 Interest	2084.23		08/31/2016 1		8,4%	%
	DROP Phase 1 Bi-Weekly Deposit	2255.19		08/26/2016 1	-		
	DROP Phase 1 Bi-Weekly Deposit	2255.19		08/12/2016 1			
	DROP Phase 1 Interest	2023.80		07/31/2016 1		8,4%	%
	DROP Phase 1 Bi-Weekly Deposit	2255,19		07/29/2016 1			
-	DROP Phase 1 Bi-Weekly Deposit	2255.19		07/15/2016 1			
	DROP Phase 1 Bi-Weekly Deposit	2255.19		07/01/2016 1			
	DROP Phase 1 Interest	1979.18		06/30/2016 1		8.4%	%
	DROP Phase 1 Bi-Weekly Deposit	2255.19		06/17/2016 1			
	DROP Phase 1 Bi-Weekly Deposit	2255.19		06/03/2016 1			
	DROP Phase 1 Interest	1934.87		05/31/2016 1		8.4%	%
	DROP Phase 1 Bi-Weekly Deposit	2255.19		05/20/2016 1			I
Acres 1981	DOOR Observed of Woodship Donorit	01 1100		nE/nc/2012 1			
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10/07/2016 2	8.4%
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09/23/2016 2	8,4%
269.49 09/09/2016 2	
09/09/2016 2	8.4%
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08/26/2016 2	8,4%
269.49 08/12/2016 2	
08/12/2016 2	8.4%
269.49 07/29/2016 2	
07/29/2016 2	8,4%
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07/15/2016 2	8.4%
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07/01/2016 2	8.4%
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06/17/2016 2	8.4%
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Transaction Type	Details Ledger							
ion In 246069.03 10/09/2016 1 Adjustme 391.46 10/09/2016 1 Adjustme 1647.95 10/09/2016 1 Iy Deposit 1647.95 09/09/2016 1 Iy Deposit 1647.95 09/09/2016 1 Iy Deposit 1647.95 09/19/2016 1 Iy Deposit 1647.95 09/19/2016 1 Iy Deposit 1647.95 07/15/2016 1 Iy Deposit 1647.95 06/13/2016 1 Iy I	gerDetails							
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y Deposit 1647.95 10/07/2016 1 8.4% 1643.74 09/30/2016 1 8.4% 1647.95 09/23/2016 1 8.4% 1647.95 09/23/2016 1 8.4% 1640.02 08/31/2016 1 8.4% 1647.95 09/09/2016 1 8.4% 1647.95 09/12/2016 1 8.4% 1647.95 07/29/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/30/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1647.95 06/03/2016 1 8.4% 1	DROP Phase 1 Interest Adjustme	391,46		_				1
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y Deposit 1647.95 09/23/2016 1 1 1 1 1 1 1 1 1	DROP Phase 1 Interest	1643.74			-		8.4%	
y Deposit 1647.95 09/09/2016 1 84% 1610.02 08/31/2016 1 84% 84% 1647.95 08/26/2016 1 84% 1565.27 07/31/2016 1 84% 1647.95 07/29/2016 1 84% 1647.95 07/29/2016 1 84% 1647.95 07/15/2016 1 84% 1647.95 07/15/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 06/30/2016 1 84% 1647.95 05/30/2016 1 05/30/2016 1 06/30/2016	DROP Phase 1 Bi-Weekly Deposit	1647,95						
y Deposit 1647.95 08/31/2016 1 8.4%	DROP Phase 1 Bi-Weekly Deposit	1647.95			H			
y Deposit 1647.95 08/26/2016 1 1647.95 08/12/2016 1 1565.27 07/31/2016 1 1565.27 07/31/2016 1 1647.95 07/31/2016 1 1647.95 07/15/2016 1 1647.95 07/01/2016 1 1647.95 06/30/2016 1 1499.11 06/31/2016 1 1499.11 06/31/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1647.95 06/03/2016 1 1467.95 1467.95 1467.95 1467.95 1467.95 1467.95 14	DROP Phase 1 Interest	1610.02			п		8.4%	
y Deposit 1647.95	DROP Phase 1 Bi-Weekly Deposit	1647.95						
y Deposit 1565.27 07/31/2016 1 8.4% y Deposit 1647.95 07/29/2016 1 y Deposit 1647.95 07/15/2016 1 y Deposit 1647.95 06/30/2016 1 y Deposit 1647.95 06/03/2016 1 y Deposit 1647.95 06/03/2016 1 y Deposit 1647.95 06/03/2016 1 y Deposit 1647.95 05/31/2016 1 y Deposit 1647.95 05/06/2016 1 y Deposit 1647.95 05/06/	DROP Phase 1 Bi-Weekly Deposit	1647.95			-			
y Deposit 1647.95 07/29/2016 1 1647.95 07/15/2016 1 1647.95 07/15/2016 1 1647.95 07/01/2016 1 1647.95 06/30/2016 1 1647.95 06/30/2016 1 1499.11 06/31/2016 1 1499.11 05/31/2016 1 1647.95 05/06/2016 1 1447.95 05/06/2016 1 1447.95 05/06/2016 1 1447.95 05/06/2016 1 1447.95 05/06/2016 1 14467.95 05/06/2016 1 1467.95 1467.95	DROP Phase 1 Interest	1565.27		07/31/2016	1		8.4%	
y Deposit 1647.95 07/15/2016 1 1647.95 07/01/2016 1 1647.95 07/01/2016 1 1532.07 06/30/2016 1 1647.95 06/17/2016 1 1647.95 06/03/2016 1 1499.11 05/31/2016 1 1647.95 05/20/2016 1 1647.95 05/06/2016 1 1647.95 05/06/2016 1 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95 1447.95	DROP Phase 1 Bi-Weekly Deposit	1647,95		07/29/2016	1			
y Deposit 1647.95 07/01/2016 1 8.4% 1532.07 06/30/2016 1 8.4%	DROP Phase 1 Bi-Weekly Deposit	1647.95		07/15/2016	п			
1532.07 06/30/2016 1 8.4% y Deposit 1647.95 06/17/2016 1 8.4% y Deposit 1647.95 06/03/2016 1 8.4% y Deposit 1647.95 05/20/2016 1 8.4% y Deposit 1647.95 05/06/2016 1 05/30/2016 1 y Deposit 1647.95 05/06/2016 1 05/30/2016 1 y Deposit 1647.95 05/06/2016 1 05/30/201	DROP Phase 1 Bi-Weekly Deposit	1647,95		-	1			
y Deposit 1647.95 06/17/2016 1	DROP Phase 1 Interest	1532,07			Т		8.4%	
y Deposit 1647.95 06/03/2016 1 8.4% y Deposit 1647.95 05/20/2016 1 8.4% y Deposit 1647.95 05/06/2016 1 047.95 05/06/2016 1 047.95 05/06/2016 1	DROP Phase 1 Bi-Weekly Deposit	1647,95			н			
y Deposit 1647.95 05/20/2016 1 8.4%	DROP Phase 1 Bi-Weekly Deposit	1647.95			-			
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y Deposit 1647.95 05/06/2016 1	DROP Phase 1 Bi-Weekly Deposit	1647,95		_				
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Transaction Type	Debit Amount	Credit Amount Date	Date	Phase Remarks	Rate	1
DROP Phase 2 Conversion In	241255,08		10/09/2016	2		
DROP Phase 1 Conversion Out		241255.08	241255.08 10/09/2016	П		
DROP Phase 1 Interest Adjustme	383.81		10/09/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1614,40		10/07/2016	1		
DROP Phase 1 Interest	1611.61		09/30/2016	1	8,4%	
DROP Phase 1 Bi-Weekly Deposit	1614.40		09/23/2016	п		
DROP Phase 1 Bi-Weekly Deposit	1614.40		09/09/2016	1		
DROP Phase 1 Interest	1578.56		08/31/2016	1	8.4%	
DROP Phase 1 Bi-Weekly Deposit	1614.40		08/26/2016	1	100	
DROP Phase 1 Bi-Weekly Deposit	1614.40		08/12/2016	-		
DROP Phase 1 Interest	1534.71		07/31/2016	т	8,4%	
DROP Phase 1 Bi-Weekly Deposit	1614,40		07/29/2016	F		
DROP Phase 1 Bi-Weekly Deposit	1614,40		07/15/2016	т		
DROP Phase 1 Bi-Weekly Deposit	1614,40		07/01/2016	1		
DROP Phase 1 Interest	1502,19		06/30/2016	1	8,4%	
DROP Phase 1 Bi-Weekly Deposit	1614,40		06/17/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1614.40		06/03/2016	1		
DROP Phase 1 Interest	1469.89		05/31/2016	1	8,4%	
DROP Phase 1 Bi-Weekly Deposit	1614.40		05/20/2016	п		
DROP Phase 1 Bi-Weekly Deposit	1614,40		05/06/2016	1		I
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Transaction Type Debi	Debit Amount	Credit Amount Date	Date	Phase Remarks	Rate	1
DROP Phase 2 Conversion In	262202.94		10/09/2016	2		
DROP Phase 1 Conversion Out		262202.94	262202.94 10/09/2016	п		
DROP Phase 1 Interest Adjustme	417,13		10/09/2016	1		1
DROP Phase 1 Bi-Weekly Deposit	1754.58		10/07/2016	1		
DROP Phase 1 Interest	1751.55		09/30/2016	1	8.4%	
DROP Phase 1 Bi-Weekly Deposit	1754.58		09/23/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1754.58		09/09/2016	1		
DROP Phase 1 Interest	1715.63		08/31/2016	1	8.4%	
DROP Phase 1 Bi-Weekly Deposit	1754.58		08/26/2016	T		
DROP Phase 1 Bi-Weekly Deposit	1754.58		08/12/2016	1		
DROP Phase 1 Interest	1667.97		07/31/2016	1	8.4%	
DROP Phase 1 Bi-Weekly Deposit	1754.58		07/29/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1754.58		07/15/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1754.58		07/01/2016	H		
DROP Phase 1 Interest	1632.62		06/30/2016	T	8 4%	
DROP Phase 1 Bi-Weekly Deposit	1754,58		06/17/2016	П		
DROP Phase 1 Bi-Weekly Deposit	1754.58		06/03/2016	F		
DROP Phase 1 Interest	1597,51		05/31/2016	1	8.4%	
DROP Phase 1 Bi-Weekly Deposit	1754,58		05/20/2016	1		
DROP Phase 1 Bi-Weekly Deposit	1754,58		05/06/2016	T		
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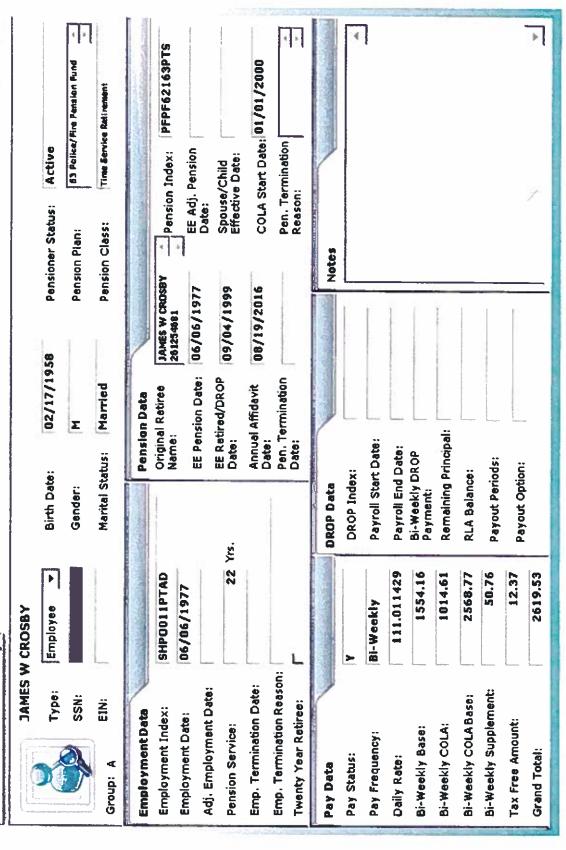
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Debit Amount Date Phase Remarks Rate 295701.02 10/09/2016 1 470.42 10/09/2016 1 1978.73 10/09/2016 1 8.4% 1978.73 09/30/2016 1 8.4% 1978.73 09/30/2016 1 8.4% 1978.73 09/30/2016 1 8.4% 1978.73 08/26/2016 1 8.4% 1978.73 08/26/2016 1 8.4% 1978.73 08/26/2016 1 8.4% 1978.73 08/31/2016 1 8.4% 1978.73 07/29/2016 1 8.4% 1978.73 07/29/2016 1 8.4% 1978.73 06/30/2016 1 8.4% 1978.73 06/30/2016 1 8.4% 1978.73 06/03/2016 1 8.4% 1978.73 06/03/2016 1 8.4% 1978.73 06/03/2016 1 8.4% 1978.73 <t< th=""><th>Details Ledger</th><th></th><th></th><th></th><th></th><th></th><th></th></t<>	Details Ledger						
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470.42 10/09/2016 1 1 84% 1978.73 10/07/2016 1 1 84% 1978.73 09/30/2016 1 84% 1978.73 09/32/2016 1 84% 1978.73 09/09/2016 1 84% 1978.73 08/12/2016 1 84% 1978.73 08/12/2016 1 84% 1978.73 07/12/2016 1 84% 1978.73 07/12/2016 1 84% 1978.73 07/12/2016 1 84% 1978.73 07/12/2016 1 84% 1978.73 06/03/2016 1 84% 1978.73 06/03/2016 1 84% 1978.73 06/03/2016 1 06/30/2016 1 1978.73 1978.73 06/03/2016 1 06/30/2016 1 1978.73 1978.73 06/03/2016 1 06/30/2016 1 1978.73 1978.73 06/03/2016 1 06/30/2016 1 1978.73	DROP Phase 2 Conversion In	295701.02		9/2016			T
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	TransactionType	Debit Amount	Credit Amount Date	Phase Remarks Rate	an
	DROP Phase 2 Periodic Payment		930.73 11/04/2016	2	
	DROP Phase 2 Periodic Interest	816.00	11/04/2016	2 8.4%	.o
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	DROP Phase 2 Conversion In	302685,91	10/09/2016	2	
	DROP Phase 1 Conversion Out		302685.91 10/09/2016	1	
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	DROP Phase 1 Bi-Weekly Deposit	2025.48	10/07/2016	1	
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	DROP Phase 1 Interest	1980,51	08/31/2016	1 8.4%	~°
	DROP Phase 1 Bi-Weekly Deposit	2025.48	08/26/2016	1	
	DROP Phase 1 Bi-Weekly Deposit	2025,48	08/12/2016	1	
	DROP Phase 1 Interest	1925.50	07/31/2016	1 8.4%	٠,٠
	DROP Phase 1 Bi-Weekly Deposit	2025,48	07/29/2016	1	
	DROP Phase 1 Bi-Weekly Deposit	2025,48	07/15/2016	1	
	DROP Phase 1 Bi-Weekly Deposit	2025,48	07/01/2016	1	
	DROP Phase 1 Interest	1884.69	06/30/2016	1 8.4%	~o
	DROP Phase 1 Bi-Weekly Deposit	2025.48	06/17/2016	1	
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Participation of the latest services				460000		
Transaction Type	Debit Amount	Credit Amount Date	Date	Phase Remarks	Rate	1
DROP Phase 2 Transfer Out		64457.78	64457.78 10/14/2016	2		
DROP Phase 2 Periodic Payment		1240.01	1240.01 10/07/2016	2		
DROP Phase 2 Periodic Interest	211.57		10/02/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240,01	1240.01 09/23/2016	2		
DROP Phase 2 Periodic Interest	214.88		09/23/2016	2	8,4%	
DROP Phase 2 Periodic Payment		1240.01	1240.01 09/09/2016	2		
DROP Phase 2 Periodic Interest	218.18		09/09/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240.01	1240.01 08/26/2016	2		
DROP Phase 2 Periodic Interest	221.47		08/26/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240.01	1240.01 08/12/2016	2		
DROP Phase 2 Periodic Interest	224.75		08/12/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240.01	1240.01 07/29/2016	2		
DROP Phase 2 Periodic Interest	228.02		07/29/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240,01	1240,01 07/15/2016	2		
DROP Phase 2 Periodic Interest	231.28		07/15/2016	2	8,4%	
DROP Phase 2 Periodic Payment		1240.01	1240.01 07/01/2016	2		
DROP Phase 2 Periodic Interest	234.53		07/01/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240.01	1240.01 06/17/2016	2		
DROP Phase 2 Periodic Interest	237.77		06/17/2016	2	8.4%	
DROP Phase 2 Periodic Payment		1240,01	1240.01 06/03/2016	2		8
DROP Phase 2 Periodic Interest	241.00		06/03/2016	2	8.4%	
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AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND JAMES W. CROSBY FOR POSITION AS ANIMAL CARE AND PROTECTIVE SERVICES CONSULTANT

THIS AGREEMENT is made and entered into in duplicate this 21 day of Lace.

2016 (the "Effective Date"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "CITY"), and JAMES W. CROSBY, a natural person with an address at 1435 Oak Haven Road, Jacksonville, Florida 32207 (the "CONSULTANT"), for a position as Animal Care and Protective Services ("ACPS") Consultant.

WITNESSETH:

WHEREAS, CITY has exhausted all resources to identify a qualified candidate to assume the role and responsibilities of ACPS Consultant; and

WHEREAS, an active investigation by the Office of Inspector General has prevented CITY from considering internal candidates for the position of ACPS Consultant at the present time; and

WHEREAS, CONSULTANT is a recognized expert in canine behavior and shelter management and operations; and

WHEREAS, CITY has made a sole source administrative award (Bid No. SS-0438-16) to CONSULTANT for a position as the ACPS Consultant; and

WHEREAS, CITY and CONSULTANT have negotiated mutually satisfactory terms for the position of ACPS Consultant; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements

hereinafter contained, CITY hereby engages CONSULTANT in accordance with the following:

ARTICLE 1: Engagement of CONSULTANT

- 1.01. CITY hereby engages CONSULTANT and CONSULTANT hereby accepts said engagement for the purpose of providing to CITY the services set forth in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference (the "Services").
- 1.02. If any services, functions, or responsibilities not specifically described in the Scope of Services are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the Scope of the Services to the same extent and in the same manner as if specifically described in this Agreement and/or the Scope of Services.

ARTICLE 2: Duration of Agreement, Termination and Default

- 2.01. The term of this Agreement shall become effective as of the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein for up to one (1) year unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days' prior written notice to the other party to this Agreement.
- 2.02. Should either party default in its obligations under this Agreement, the non defaulting party shall provide written notice to the defaulting party of the default. The defaulting party shall be given ten (10) business days from receipt of the notice of default (or any such other amount of time agreed to by the parties in writing) to remedy the default. If the default is not remedied within such time frame, the non defaulting party may terminate this Agreement as provided in Section 2.01 hereof.
 - 2.03. Notwithstanding the foregoing or any other provision of this Agreement to the

contrary, CITY may terminate this Agreement at any time in the event of loss of funding for any reason by giving CONSULTANT twenty-four (24) hours' oral notice with written confirmation following. In the event this Agreement is terminated, CONSULTANT shall be paid for any unpaid billings for all Services performed up to the date of receiving notice of termination, reasonable costs, and the fees associated with an orderly close-out of the work to the extent authorized in writing by CITY.

2.04. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, in the event of a default, the non defaulting party shall be entitled to all available remedies at law or equity.

ARTICLE 3. Meetings and Public Hearings

CONSULTANT will attend all meetings and public hearings relative to the Services being performed by it where its presence is determined to be necessary and requested by CITY and CONSULTANT can reasonably schedule its appearance.

ARTICLE 4: Payments for Services of CONSULTANT

- 4.01. CITY will compensate CONSULTANT for the Services rendered hereunder in accordance with the following terms:
 - 4.01.01. CONSULTANT's compensation shall be \$60.00 per hour.
 - 4.01.02. The maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONSULTANT pursuant to this Agreement shall not exceed the sum of SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) for the term of this Agreement.
 - 4.02. CITY's obligations under this Agreement are contingent upon the availability of

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day

and year first above written.		<i>f</i> 5
ATTEST:	CITY OF JACKSONVILLE	e Offic
By James R. McCain, Jr. Corporation Secretary	By Lenny Curry Mayor	Chief Administrative Officer Executive Officer
In accordance with the Ordisance code that there is an unexpended, unencumbered, a sufficient to cover the foregoing agreement, and monies provided therein to be paid.		ation
Form Approved: Office of General Coursel		
WITNESS:	JAMES W. CROSBY	
BySignature	By Signature	
Type/Print Name		

ADMINISTRATIVE AWARD BID No.: SS-0438-16

DESCRIPTION OF GOODS/SERVICES

Recommend approval of Sole Source award to James W. Crosby to serve as the temporary Chief of Animal Care and Protective Services and also assist with recruiting a permanent Chief. Period of service is up to one year from date of executed agreement, with a total not to exceed expenditure amount of \$65,000.00 or \$60.00 per hour.

FUNDING SOURCE: ERACO11-03109

FOR AGENCY/DEPARTMENT: Regulatory Compliance/Animal Care & Protective Services

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A NUMBER FIRMS BIDDING: N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
Exempt under 126.206 Non-competitive purchases.

RECOMMEND AWARD TO: James W. Crosby

CONCURRENCE BY: Sam Mousa, P.E., Chief Administrative Officer

PRICE: \$65,000.00 or \$60.00/hr TERMS: NET 30 DAYS

REASON FOR NOT ACCEPTING LOW BID: N/A

Asst. Manager of Purchasing Services

3/11/1/40

Date

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APPROVAL:

Gregory Pease, Chief Procurement Division

SOLE SOURCE/PROPRIETARY REQUEST

Pursuant to the City of Jacksonville Procurement Code 🛊 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments. REQUESTING AGENCY (DEPT/DIVISION): Regulatory Compliance/Animal Care & Protective Services PROPRIETARY [SOLE SOURCE FUNDING SOURCE: __ERAC011-03109 BRIEF DESCRIPTION OF GOODS/SERVICES: Temporary Chief of Animal Care and Protective Services who will also provide assistance with recruiting a permanent Chief while providing operational efficiency review. AMOUNT OF PROJECT (attach quote): 565,000 annual or \$60,00 per hour PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED: IDENTIFY EACH ITEM, COMPONENT OR SERVICED BEING PROCURED (ATTACH QUOTE/PROPOSAL): James Crosby is a recognized expert in canine behavior and shelter management and operations, Mr. Crosby is willing to manage and operate the Jacksonville operations on a temporary basis while assisting the City with recruiting a permanent Chief. Mr. Crosby will also offer his expert consulting services to improve the overall operations at the facility. PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFECIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED PROPRIETARY/SOLE SOURCE PROVIDER: The City has exhausted all resources to identify a qualified candidate to assume the roles and responsibilities of Chief of Animal Care and Protective Services. An active investigation by the Office of Inspector General has prevented the City from considering internal candidates at the present time. ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S FORCUREMENT AND EBO The posting commenced on 7/1/15, 149 applicants applied, 49 met the basic minimum requirements, 6 were selected for consideration. 5 were interviewed, 1 offer was made, which was subsequently declined, Networking cells were conducted with each of neighboring Florida countles for referrals which resulted in no progress. The City also conducted a national search that produced no viable candidates. Submitted by: Sam E. Mouse, P.E. Chief Administrative Officer (Title) (Namo) Date: Requesting Agency's Director's Signature: Procurement Division September, 2008

Sec. 120.209. - Vesting, termination, re-employment.

- (a) Except as otherwise provided in this section, all rights to benefits under this Plan shall terminate when a member's employment terminates for any reason other than normal service retirement, early service retirement, or disability retirement. Any member who completes five years of credited service and whose contributions remain in the Plan has a vested right to accrued benefits from the System. No member who has completed less than five years of credited service shall have a vested interest in any accrued benefit.
- (b) A member who shall leave the service of the City prior to eligibility for normal service retirement or early service retirement, but who has completed five years of creditable service shall be entitled to receive retirement benefits commencing at age 65 at a 2.5 percent accrual rate for each year of creditable service. Such benefits will be based on final monthly compensation and credited service as of the date of termination.
- (c) If a retiree or separated vested member re-enters City service in a position covered by this Plan, benefit payments shall cease and the retiree or separated vested member shall again become an active member of the Plan. Upon subsequent retirement, the new pension benefit shall be computed in accordance with the provisions of Section 120.206, but based on a final monthly compensation computed as if there were no gap in time between the original retirement date and the reemployment date, provided that the period of re-employment exceeds one year. This section shall not apply to retired members re-hired as poll workers, part-time workers or temporary workers.
- (d) Notwithstanding the provisions of subparagraph (c) to <u>Section 120.209</u>, Ordinance Code, or any other City ordinance to the contrary, any time service retiree of the City of Jacksonville General Employees Retirement Plan, who otherwise qualifies, may be re-employed by the City on a part-time or temporary basis without the cessation of retirement benefits payable to such retiree pursuant to <u>Chapter 120</u>, Ordinance Code, because of, and during, such reemployment. For purposes of this subparagraph (d), the term "part-time" shall mean a position routinely requiring fewer than 25 hours of work per week (50 hours per pay period) on a regular and recurring basis, and the term "temporary" shall mean a full-time temporary position required for less than six months on a special assignment or to replace an employee on leave. In no event shall any time service retiree of the City of Jacksonville General + Employees Retirement Plan acquire time service credit or any other benefit under <u>Chapter 120</u>, Ordinance Code, during, or in connection with, such re-employment, nor shall any amendment to the Plan not otherwise applicable to retired members apply to any re-employed retired member.

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(e) Members of the General Employees Retirement Plan may be re-employed by the City on a full-time basis in any capacity. In that event, payment of retirement benefits and accrual of COLA benefits shall be suspended for the period of re-employment and the retired members shall again become active members of the Plan. Upon the completion of the period of reemployment, and provided that the period of re-employment exceeds one year, the time service retirement benefit shall be re-computed, taking into account the additional credited service and any change in final monthly compensation occurring from the period of reemployment, as provided in <u>Section 120.209(c)</u>. In the case of a member of the General Employees Retirement Plan who is re-employed in accordance with this section, the member may, in lieu of continuing in the Plan, make a one-time, irrevocable election to join the Defined Contribution Plan as set forth in Sections 120.501, et. seq. Such election must be made within ninety (90) days of re-employment. In the case of such an election, the member's benefits in the General Employees Retirement Plan shall be frozen at the level in effect at the time of re-employment and will re-commence at the same amount upon separation from service. Members electing to join the Defined Contribution Plan shall not accrue any additional benefits, service, pensionable compensation, plan amendment or any other benefit from the General Employees Retirement Plan except for the benefits to be restarted upon separation from service; provided however that the accrual of COLA benefits under the General Employees Retirement Plan shall not be affected during such re-employment period.

(Ord. 2005-432-E, § 2; Ord. 2006-1391-E, § 2; Ord. 2007-1136-E, § 1)

JACKSONVILLE POLICE AND FIRE PENSION FUND ADVISORY COMMITTEE

In re: Monthly Written Report of Legal Counsel Paul Daragiati of Klausner, Kaufman, Jensen & Levinson

New Matters

1. A request for a legal opinion was made to this firm by the Chairman regarding the reemployment of a retired member as an independent contractor. The opinion is attached. The primary issue of concern to the Board on matters of this type is that an in-service distribution is permissible *only* if the plan allows it. Chapter 121 of the Code only allows limited classes of re-employment by the City. The matter could be resolved by amending the Code to add the classification in question, but this firm believes the Board should take no position on whether amending the class of positions is a good or bad idea. The Board's concern should be with insuring the Fund remains tax-qualified. In sum, the opinion describes the law governing a determination of whether a newly re-employed retired member is considered an employee or an independent contractor under the law. This determination is a question of fact, and the opinion recommends that the member's due process rights require the matter be referred to the Advisory Committee to perform the factual inquiry.



Writer's e-mail: bob@robertdklausner.com

October 5, 2016

Lt. Richard Tuten, Chairman Board of Trustees Jacksonville Police and Fire Pension Fund 1 West Adams Street Jacksonville, FL 32202

Re: Re

Re-employment of a retired member as an independent contractor

Our File No. 900342

Dear Chairman Tuten:

This is in response to your request for analysis concerning the re-employment of a retired Police member of the Fund by the City under the claimed terms of a contract designating him as an independent contractor. You have asked whether under the known facts and applicable law, whether the retiree is an employee or a contractor.

Applicable Ordinance Code Provisions

The Ordinance Code, Section 121.105 has specific limitations to the rehiring of retired members who are receiving benefits. Members re-employed outside of the permitted categories are required to have benefits suspended during re-employment. That Code section provides:

Sec. 121.105. - Pensioner's rights upon reemployment by City.

(a) Notwithstanding any provisions to the contrary contained in Laws of Fla. Ch. 18615 (1937), as amended; or Laws of Fla. Ch. 23259 (1945), as amended; any pensioner of the pension funds created by these acts who is retired or elects to retire under the provisions of his respective fund for time-service retirement or vested retirement and who has been or is thereafter reemployed by the City shall cease to receive his or her pension or pension entitlement during such period of

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reemployment, except as further provided by this Section. The pensioner upon reemployment including appointed positions, shall be required to join the applicable pension fund and make the required contribution payments into the fund and shall be entitled to the benefits of the fund, except for participation in the DROP Plan as created in Section 121.209 for those reemployed members who were former DROP participants, during his or her period of reemployment not inconsistent with the intent of this Section.

- (b) A pensioner of the pension funds listed in subsection (a) of this Section who has been reemployed by the City for a continuous period of at least four years shall be entitled to receive time-service credit in whatever increased pension benefits as are provided for under the pension fund for his or her former period of employment by the City as if such former period of employment and the period which he or she served upon reemployment were continuous or consecutive years; provided, that the computation of such reemployed pensioners' retirement benefit entitlement shall be based on the average monthly salary he or she received over the last five years of his or her employment by the City; and further provided, that, in the event a pensioner is reemployed by the City in a position which required that he become a member of pension fund other than the one from which he or she retired and such pensioner elects to receive the additional benefits provided by this Section, the retirement benefits payable to such pensioner upon subsequent retirement from the City shall be prorated between the respective pension funds to which the pensioner contributed during his periods of employment with the City.
- (c) Application for the time service credit and increased benefits provided for in this Section shall be made to the Board pursuant to the rules and regulations promulgated by it for the administration of this Section.
- (d) Notwithstanding the provisions of any other law or ordinance to the contrary, any retiree under the City of Jacksonville's Police and Fire Pension Plan, who otherwise qualifies, may be re-employed by the Office of the Sheriff or the City in a full or part-time capacity as a Temporary Part Time Court Bailiff or a Logistical and Technical Support Officer, Corrections Mail Coordinators, Aviation Supervisor, Court Bailiff Supervisor, Corrections Bond Custodian, without loss of and with the continued payment of retirement benefits from the Police and Fire or Corrections Pension Funds because of such employment. Under no circumstances can any such retiree acquire time service credit during such employment for the Police and Fire Pension Fund or any other City Pension Fund.

Florida Jurisprudence

Generally, Florida has adopted the test set out in the Restatement (Second) of Agency § 220 (1958), for determining whether one is an employee or an independent contractor. *Kane Furniture Corp. v. Miranda*, 506 So.2d 1061, 1063 (Fla. 2d DCA 1987) (citing Cantor v. Cochran, 184 So.2d 173 (Fla.1966)). The test sets out ten factors for consideration:

- 1. The extent of control which, by the agreement, the master may exercise over the details of the work;
- 2. Whether or not the one employed is engaged in a distinct occupation or business;
- 3. The kind of occupation, with reference to whether, in the locality, the work is usually done under the direction of the employer or by a specialist without supervision;
- 4. The skill required in the particular occupation;
- 5. Whether the employer or the workman supplies the instrumentalities, tools, and the place of work for the person doing the work;
- 6. The length of time for which the person is employed;
- 7. The method of payment, whether by the time or by the job;
- 8. Whether or not the work is a part of the regular business of the employer;
- 9. Whether or not the parties believe they are creating the relationship of master and servant; and
- 10. Whether the principal is or is not in business.

Kane, 506 So.2d at 1063.

More specifically, there are several Florida cases relating to the re-employment of retired public employees and whether they are properly deemed employees or independent contractors. The Florida Department of Management Services has also adopted administrative definitions of "independent contractor" consistent with the rules articulated by the Internal Revenue Service and the federal courts:

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<u>Tamburello v. State, Department of Management Services</u>, 657 So.2d 32 (Fla. 1st DCA 1995) - The Florida court relied on the 20 point IRS test to determine contractor status. Here, the contractor worked at home, set his own hours, and determined the type and sequence of work he would perform. He hired others directly to assist him. As a result, he was found to be a contractor and not an employee.

<u>Johnson v. Dept. of Management Services</u>, 962 So.2d 1038 (Fla. 1st DCA 2007) - Whether one is an employee or a contractor is a fact question. An agency cannot reject factual findings based on competent and substantial evidence. Case remanded back to the administrative law judge (ALJ) to make factual findings.

<u>Cantor v. Cochran.</u> 184 So.2d 173 (Fla. 1966) - In a workers' compensation case, the Florida Supreme Court held that status of contractor vs, employee is dependent on the circumstances of the parties' dealings and not upon the statements they make concerning their relationship.

<u>Rule 60S-6.001(33)</u>, <u>Florida Administrative Code</u> - For the purposes of the Florida Retirement System, the term "independent contractor" follows the 20 point Internal Revenue Code test. That test is set forth in full later in this opinion.

Out-of-State Cases

There is a substantial body of jurisprudence from the sister states on the re-employment of person who have retired from a public employee retirement system which has re-employment restrictions. Generally, those state courts, like Florida, have applied the common law standard of employee as articulated by the Internal Revenue Service. Those cases are summarized below:

Michigan

Mantei v. Michigan PERS, 663 NW2d 486 (Mich. App. 2003) - relies on the "economic reality test" rather than the IRS 20 point test as to who is a contractor and who is an employee. The economic reality test has 4 factors: (1) control of the worker's duties (2) payment of wages (3) right to hire, fire and discipline (4) performance of duties as an integral part of the employer's business toward accomplishment of a common goal. Here a teacher employed by a personnel services company was not a school district employee because wage was lower, servicing company paid, servicing company had exclusive authority to discipline on an at will basis, and school district provided no supervision.

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Texas

<u>Home Interiors v. Veliz</u>, 695 So.2d 35 (Tex. App. Corpus Christi 1985) - test of employment is whether the employed person can control the details of his work. Test of independent contractor is (1) independent nature of the business, (2) obligation to furnish tools of the work, (3) right to control progress of the work except as to the final result, (4) time for which he is employed, and (5) method of payment.

<u>Alaniz v. Galena Park ISD</u>, 833 S.W.2d 204 (Tex. App. Houston 14th Dist. 1992) - custodian employed by a servicing company for schools is not a public employee. Servicing company had primary control over worker.

<u>Hoechst v. Compton</u>, 89 S.W.2d 215 (Tex. App. Houston 14th Dist 1994) - every person performing work for another is presumed to be an employee. Once that presumption attaches, the burden shifts to establish the status of independent contractor. Standard test for determining whether one is an independent contractor measures the amount of control that the employer exerts or the right to exert control over the details of the work. Texas relies on a 5 part test: 910 independent nature of the workmen's employer (2) obligation to furnish necessary tools, material or supplies (3) right to control the progress of the work except as to the final results (4) the time for which he is employed and (5) whether he is paid by time or the job. Here is the quintessential example of a contractor taken from *Pitchfork Land & Cattle v. King*, 346 SW2d 598, 603 (Tex. 1961):

There was no right to discharge because, as said, claimant had virtually the status of a drayman. Plaintiff could not tell when he came whether he would get any work. He was not obliged to accept any that was offered. He was at all times at liberty to haul for others rather than defendant. The most that could be done was to refrain from giving him coal to deliver. The only power the defendant had was to elect whether he should be given work and how long it should continue. There was the right to interrupt or terminate the contract, but not to discharge.

White v. Liberty Eylau ISD, 920 SW2d 809 (Tex App Texarkana 1996) - To be an employee, a person must be under the control and direction of the alleged employer. Here, bus drivers were employers of a multi-district transportation consortium. As a result, they were employees of the consortium and not the school district. The determination of employee vs. contractor status is a question of fact.

New Jersey

<u>Stevens v. Board of Trustees</u>, 684 A.2d 104 (N.J. Super. 1996) - Retiree was hired as an assistant to the Tax Assessor. He was paid from contingency rather than payroll funds and had a limited term (1 year) engagement. No fringe benefits were paid. No regular hours were set but the contractor provided services as needed. The Board determined he was an employee using IRS factors but failed to adopt adequate findings of fact. The case sent back to the Board to adopt findings.

<u>Stevens v. Board of Trustees</u>, 708 A.2d 1191 (N.J. Super. 1998) - Board made same conclusion as above but supported by findings using IRS standards. Court upheld agency decision, although it noted burden should be on the System to prove loss of entitlement. However, because the result would not have changed based on an intensive factual examination, the Board finding was upheld.

<u>Hemsey v. Board of Trustees</u>, 966 A.2d 1020 (N.J. 2009) - A retired police officer performing consulting work in communications was not a police employee but was a contractor. Because he did not perform supervisory work "over police officers" he did not meet the statutory definition of supervisory employee. Statutory analysis of the New Jersey law predominated rather than employee/contractor analysis.

<u>Catalano v. Dept of Treasury</u>, 2011 WL 2652130 (N.J. Super. 2011)(unreported) -An employee tried to purchase service credit while employed by a staffing company for 3 years after he later became a regular state employee. Court found control test or employee vs. contractor analysis was relevant only when paid by a public agency not a private employer. Service credit was denied.

Barckett v. New Jersey Division of Pension and Benefits, 2102 WL 2682793 (N.J. Super. 2101)(unpublished) - This decision addresses many of the issues present in the matter under review. The New Jersey TRS concluded that a 35 year teacher/administrator was an "employee" rather than a contractor. 2 years after retiring, the retiree began working for a charter school as a "contractor." He held the title of Director until pressed by the ERS. He replaced the title with "consultant." He had a monthly payment but no leave time. He did not seek approval of the ERS as to whether his arrangement would violate the law on re-employment. In an administrative hearing, the ALJ applied the 20 point IRS test in Rev. Rul. 87-41 and concluded the retiree was an employee. Key in those findings was the integration of the retiree in the organization. The retiree was listed at the top of the organizational chart. Similarly, supervision of staff was deemed significant. Even though the retiree was not required to work at the employer's place of business, he primarily performed his services there. The ALJ also found that the services were not available generally to the public but rather to a single employer. Annual increases in pay were also deemed dispositive of an employer-employee relationship.

California

<u>Municipal Water District v. Board of Administration</u>, 2006 WL 3012950 (Cal. App. 2006) - An individual who provided engineering services to the water district was found by CalPERS to be an "employee" for the purposes of past service credit. Although he was labeled an independent contractor, CalPERS found that the employer-employee factors predominated over contractor status. As the Board's decision was based on competent and substantial evidence, the court declined to substitute its judgment on a question of fact.

<u>Chaffee v. Board of Administration</u>, 2012 WL 274416 (Cal. App. 2012) - In another fact intensive examination of job duties a fitness manager for a California city resulted in his being found eligible for Cal PERS membership. The Court found that the title given to a position is generally irrelevant when compared to the actual duties. To find otherwise, would elevate "form over substance."

Illinois

<u>Frazen v. Shoop.</u> 974 N.E.2d 1006 (Ill. App. 2012) - a former city employee formed a corporation immediately prior to retirement. The corporation was hired to provide engineering services to the City. An action was later commenced to force the employee to surrender retirement benefits on the basis that the corporation was formed to avoid the re-employment restrictions of the state pension code. The court rejected this position finding the Board lacked to power to make such a determination as to the validity of a corporate entity.

Ohio

<u>State v. State Teachers' Retirement System</u>, 2011 WL 69231459 Ohio App. 2011) - The Court declined to overturn the Retirement System's determination that applicants for membership were independent contractors rather than employees. The Court found that since evidence in the record supported the Board's conclusion, the Court would not substitute its judgment on a question of fact.

The IRS 20 Point Employee-Contractor Test

The prevailing test in American jurisprudence concerning the status of an individual as an employee or independent contractor is set forth in the 20 point test in IRS Revenue Ruling 87-41. The 20 point IRS Test is set forth verbatim below.

1. INSTRUCTIONS. A worker who is required to comply with other persons' instructions about when, where, and how he or she is to work is ordinarily an employee. This control factor is present if the person or persons for whom the services are performed have the right to require compliance with instructions. See, for example, Rev. Rul. 68-598, 1968-2 C.B. 464, and Rev. Rul. 66-381, 1966-2 C.B. 449.

- 2. TRAINING. Training a worker by requiring an experienced employee to work with the worker, by corresponding with the worker, by requiring the worker to attend meetings, or by using other methods, indicates that the person or persons for whom the services are performed want the services performed in a particular method or manner. See Rev. Rul. 70-630, 1970-2 C.B. 229.
- 3. INTEGRATION. Integration of the worker's services into the business operations generally shows that the worker is subject to direction and control. When the success or continuation of a business depends to an appreciable degree upon the performance of certain services, the workers who perform those services must necessarily be subject to a certain amount of control by the owner of the business. See United States v. Silk, 331 U.S. 704 (1947), 1947-2 C.B. 167.
- 4. SERVICES RENDERED PERSONALLY. If the Services must be rendered personally, presumably the person or persons for whom the services are performed are interested in the methods used to accomplish the work as well as in the results. See Rev. Rul. 55-695, 1955-2 C.B. 410.
- 5. HIRING, SUPERVISING, AND PAYING ASSISTANTS. If the person or persons for whom the services are performed hire, supervise, and pay assistants, that factor generally shows control over the workers on the job. However, if one worker hires, supervises, and pays the other assistants pursuant to a contract under which the worker agrees to provide materials and labor and under which the worker is responsible only for the attainment of a result, this factor indicates an independent contractor. Compare Rev. Rul. 63-115, 1963-1 C.B. 178, with Rev. Rul. 55-593 1955-2 C.B. 610.
- 6. CONTINUING RELATIONSHIP. A continuing relationship between the worker and the person or persons for whom the services are performed indicates that an employer-employee relationship exists. A continuing relationship may exist where is performed at frequently recurring although irregular intervals. See United States v. Silk.
- 7. SET HOURS OF WORK. The establishment of set hours of work by the person or persons for whom the services are performed is a factor indicating control. See Rev. Rul. 73-591, 1973-2 C.B. 337.
- 8. FULL TIME REQUIRED. If the worker must devote substantially full time to the business of the person or persons for whom the services are performed, such person or persons have control over the amount of time the worker spends working and impliedly restrict the worker from doing other gainful work. An independent contractor on the other hand, is free to work when and for whom he or she chooses. See Rev. Rul. 56-694, 1956-2 C.B. 694.

- 9. DOING WORK ON EMPLOYER'S PREMISES. If the work is performed on the premises of the person or persons for whom the services are performed, that factor suggests control over the worker, especially if the work could be done elsewhere. Rev. Rul. 56-660, 1956-2 C.B. 693. Work done off the premises of the person or persons receiving the services, such as at the office of the worker, indicates some freedom from control. However, this fact by itself does not mean that the worker is not an employee. The importance of this factor depends on the nature of the service involved and the extent to which an employer generally would require that employees perform such services on the employer's premises. Control over the place of work is indicated when the person or persons for whom the services are performed have the right to compel the worker to travel a designated route, to canvass a territory within a certain time, or to work at specific places as required. See Rev. Rul. 56-694.
- 10. ORDER OR SEQUENCE SET. If a worker must perform services in the order or sequence set by the person or persons for whom the services are performed, that factor shows that the worker is not free to follow the worker's own pattern of work but must follow the established routines and schedules of the person or persons for whom the services are performed. Often, because of the nature of an occupation, the person or persons for whom the services are performed do not set the order of the services or set the order infrequently. It is sufficient to show control, however, if such person or persons retain the right to do so. See Rev. Rul. 56-694.
- 11. ORAL OR WRITTEN REPORTS. A requirement that the worker submit regular or written reports to the person or persons for whom the services are performed indicates a degree of control. See Rev. Rul. 70-309, 1970-1 C.B. 199, and Rev. Rul. 68-248, 1968-1 C.B. 431
- 12. PAYMENT BY HOUR, WEEK, MONTH. Payment by the hour, week, or month generally points to an employer-employee relationship, provided that this method of payment is not just a convenient way of paying a lump sum agreed upon as the cost of a job. Payment made by the job or on a straight commission generally indicates that the worker is an independent contractor. See Rev. Rul. 74-389, 1974-2 C.B. 330.
- 13. PAYMENT OF BUSINESS AND/OR TRAVELING EXPENSES. If the person or persons for whom the services are performed ordinarily pay the worker's business and/or traveling expenses, the worker is ordinarily an employee. An employer, to be able to control expenses, generally retains the right to regulate and direct the worker's business activities. See Rev. Rul. 55-144, 1955-1 C.B. 483.
- 14. FURNISHING OF TOOLS AND MATERIALS. The fact that the person or persons for whom the services are performed furnish significant tools, materials, and other equipment tends to show the existence of an employer-employee relationship. See Rev. Rul. 71-524, 1971-2 C.B. 346.

- 15. SIGNIFICANT INVESTMENT. If the worker invests in facilities that are used by the worker in performing services and are not typically maintained by employees (such as the maintenance of an office rented at fair value from an unrelated party), that factor tends to indicate that the worker is an independent contractor. On the other hand, lack of investment in facilities indicates dependence on the person or persons for whom the services are performed for such facilities and, accordingly, the existence of an employer-employee relationship. See Rev. Rul. 71-524. Special scrutiny is required with respect to certain types of facilities, such as home offices.
- 16. REALIZATION OF PROFIT OR LOSS. A worker who can realize a profit or suffer a loss as a result of the worker's services (in addition to the profit or loss ordinarily realized by employees) is generally an independent contractor, but the worker who cannot is an employee. See Rev. Rul. 70-309. For example, if the worker is subject to a real risk of economic loss due to significant investments or a bona fide liability for expenses, such as salary payments to unrelated employees, that factor indicates that the worker is an independent contractor. The risk that a worker will not receive payment for his or her services, however, is common to both independent contractors and employees and thus does not constitute a sufficient economic risk to support treatment as an independent contractor.
- 17. WORKING FOR MORE THAN ONE FIRM AT A TIME. If a worker performs more than *de minimis* services for a multiple of unrelated persons or firms at the same time, that factor generally indicates that the worker is an independent contractor. See Rev. Rul. 70-572, 1970-2 C.B. 221. However, a worker who performs services for more than one person may be an employee of each of the persons, especially where such persons are part of the same service arrangement.
- 18. MAKING SERVICE AVAILABLE TO GENERAL PUBLIC. The fact that a worker makes his or her services available to the general public on a regular and consistent basis indicates an independent contractor relationship. See Rev. Rul. 56-660.
- 19. RIGHT TO DISCHARGE. The right to discharge a worker is a factor indicating that the worker is an employee and the person possessing the right is an employer. An employer exercises control through the threat of dismissal, which causes the worker to obey the employer's instructions. An independent contractor, on the other hand, cannot be fired so long as the independent contractor produces a result that meets the contract specifications. Rev. Rul. 75-41, 1975-1 C.B. 323.
- 20. RIGHT TO TERMINATE. If the worker has the right to end the relationship at any time he or she wishes without incurring liability, that factor indicates an employer-employee relationship. See Rev. Rul. 70-309.

Tax Qualification Issues Related to the Fund

In-service distributions are permitted in the Fund only for the classifications identified in Ordinance Code Section 121.105. The position about which you have inquired is not among them. While recent Treasury Regulations reflected in IRS Bulletin 2016-17 permit in-service distributions to persons who have reached normal retirement eligibility, the plan must also expressly permit in-service distributions. The Ordinance Code, Section 121.105, only permits such distributions in a discrete class of classifications and requires a suspension of benefits in all other instances of re-employment.

Many employers seek to avoid this issue through independent contractor arrangements in lieu of common law employment relationships. In a February 28, 2013 decision, *Kurek v. Commissioner of Internal Revenue*, 2013 WL 776315 (U.S. Tax Ct. 2013), the U.S. Tax Court reviewed the distinctions between an "employee" and an independent contractor."

In order to qualify as an independent contractor, a 7-part common law test has been applied by the Tax Court. The factors to be considered are:

- 1. The degree of control exercised by the principal over the work performed.
- 2. Which party invests in the facilities used by the worker.
- 3. The opportunity of the worker for profit or loss.
- 4. Whether the principal can discharge the worker.
- 5. Whether the work is part of the principal's regular business.
- 6. The permanency of the relationship.
- 7. The relationship the parties believed they were creating

The greater the amount of control exercised by the principal and the more regular the hours, the more likely the IRS is to find that the individual is an employee rather than a contractor. While the belief of the parties concerning the nature of the relationship they were creating weighs in favor of a contact relationship, it is by no means the controlling factor. In the end, this is a fact-intensive analysis. An additional factor likely to arise is how common such relationships are in the work place among recently retired employees. It should further be noted that when a local government participates under a 218 Agreement regarding Social Security, Section 530 of the Tax Code deems that determination as conclusive for all covered positions on their status as "employees" subject to FICA and FUTA tax.

Conclusions and Recommendations

In light of the forgoing analysis, it appears from the information known that employment factors predominate over contractor factors. Under the plain language of the Ordinance Code, it would appear a question of entitlement to an in-service distribution is presented.

Under Florida law, this question of contractor vs. employee status is a question of fact. In light of this conclusion, it is appropriate to put the member on notice of this issue. On a due process basis, this matter should be referred to the Advisory Committee which performs the factual inquiry into entitlement to all retirement benefits. The member would be entitled to attend and present evidence at this meeting. The Advisory Committee should then report its findings to the Board for final action.

RÖBERT D. KLAUSNER

cc: Timothy H. Johnson Executive Director

All trustees

Jacksonville Police and Fire Pension Fund

Standard Procedure Manual

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Employees that have previous service with the City of Jacksonville for which they received a refund of pension contributions or did not originally participate in a City Pension Plan during the initial periods of City employment, may be able to purchase such previous service for pension purposes. Such time service purchases will allow the employee to connect their previous City service with their current City service for pension purposes. An application for Time Service Connection can be made at any time prior to retirement, termination of employment, or the commencement of DROP participation.

The cost to purchase such "City" time is based upon the Member's current pensionable pay which is applied against the employee pension contribution rate (currently 7%) (8% for Group 1A and 1B and 10% for Group 2). The payment of such purchase may be made in the form of a lump sum payment (personal check or 457 Trustee-to-Trustee transfer) or via payroll deduction over a series of bi-weekly payments not to exceed 130 pay periods (5 years). Payments by payroll deduction are available for treatment as a "pre-tax contribution" in accordance with Ordinance Code Section 121.113(f). Lump sum payments are available only in the form of "after-tax contributions".

In addition to the connection of time service credit for City of Jacksonville service as described above, Members may purchase time service credit for Active Duty Wartime Military Service, subject to a maximum purchase of 24 months for such military service. Members may also purchase service credit for Police Officer and Firefighter service rendered to a State, County, or Municipal Government employer in the State of Florida, subject to a maximum purchase of 5 years for such Florida-based public safety service. Please note that service previously rendered by a member as an MP or a firefighter for a military unit or other Federal Government employer does not qualify for TSC under the City Ordinance Code (even if such service was performed within the State of Florida). Please also note that service rendered as a Correctional Officer to an otherwise eligible unit of state or local government, does not qualify for TSC inasmuch as such service does not fall within the definition of service as a "Police Officer" under Sections 943.10 and 185.02, Florida Statutes. The pension contribution rate which is used for the purchase of Wartime Military Service and eligible Florida-based Public Safety Service is established at a rate of 20% in lieu of the more favorable rate of 7% that is used for other forms of time service connection.

All Time Service Connections and purchases of time service credit require the approval of the Board of Pension Trustees. Accordingly, all such transactions are recorded as an agenda item at the monthly Pension Trustees meeting (on the Consent Agenda). However, in the interim, the Pension Office processes all TSC applications, receives lump sum payments and sets-up payroll deductions in advance of the formal approval by the Board of Pension Trustees based upon the presumption that all such transactions will be endorsed and approved by the Pension Trustees. In the event that a particular transaction is not approved by the Trustees, or if a transaction is subsequently determined to be improper or processed in error, appropriate adjustments and/or reversals will be made on a case by case basis.

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Applications that relate to service that entitles a member to the current or future receipt of pension benefit distributions from another employer are not eligible for time connection with the PFPF under current City Ordinance Code provisions. Such denials due to the existence of pension benefit entitlements from other governmental entities relate both to members who are currently receiving pension distributions as well as to members who are currently only vested, but not presently receiving pension distributions from such governmental entity. Vested pension benefits under the FRS are currently attained upon 6 years of service under the FRS (previously 10 years of service). Military pensions are earned upon the attainment of 20 years of service.

APPLICATIONS FOR TSC CREDIT FOR PRIOR DUVAL COUNTY SERVICE:

- 1. Members who wish to purchase prior Duval County service (at 7%) (at 8% for Group 1A and 1B or 10% for Group2) will express their desire to a PFPF staff member, who will conduct conduct research upon the member's record to verify that the desired TSC is eligible for connection. An Application for Time Service provided by the PFPF staff member (sample attached) is required for the purpose of purchasing the prior full time service. The Application for Time Service must be completed by a COJ, JSO or JFRD Human Resources Director or Designee. The PFPF staff member will then conduct research upon the member's record to verify that the desired TSC is eligible for connection. A basic element of such research will be to review the "Employment Date" and the "Adjusted Employment Date" recorded for the member.
- 2. Upon verifying that the desired Duval County service is eligible for TSC, the member will asked to sign an Authorization Letter that directs the PFPF to act upon the member's TSC request (See sample attached hereto as **Exhibit 1**).
- 3. Upon execution of this document, PFPF staff will process any lump sum payments and establish any payroll deductions that may be necessary to comply with the TSC authorization.
- 4. The Authorization Letter is forwarded to the Executive Director/Administrator for signature and inclusion on the next available Pension Trustees agenda.
- 5. Upon securing the signature of the Executive Direct/Administrator and Trustee approval (which is evidenced on the Authorization Letter with a stamp indicating the Consent Agenda item), the Authorization Letter is placed in the member's file jacket.

APPLICATIONS FOR TSC CREDIT FOR WARTIME MILITARY SERVICE:

- 1. Members who wish to purchase prior Wartime Military Service (at 20%) will express their desire to a PFPF staff member in the form of the submittal of an "Application for the Purchase of Wartime Military Service for Pension Purposes" (See sample attached hereto as **Exhibit 2**).
- 2. Upon receipt of this application, PFPF staff will ask that the member provide a copy of a DD-214 Form as documentation for eligible periods of military service (See the sample DD-214 attached hereto as **Exhibit 3**). Part-time military service in the Reserves is not eligible for TSC purchase and

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such service in a Reserve unit is generally not reflected on Form DD-214. Reserve units who are called up for active duty military service are reflected on the DD-214 Form.

- 3. Upon verifying that the desired Wartime Military service is eligible for TSC, the member will be asked to sign an Authorization Letter that directs the PFPF to act upon the member's TSC request (See sample attached hereto as **Exhibit 4**).
- 4. Upon execution of this document, PFPF staff will process any lump sum payments and establish any payroll deductions that may be necessary to comply with the TSC authorization.
- 5. The Authorization Letter is forwarded to the Executive Director/Administrator for signature and inclusion on the next available Pension Trustee agenda.
- 6. Upon securing the signature of the Executive Director/Administrator and Trustee approval (which is evidenced on the Authorization Letter with a stamp indicating the Consent Agenda item), the Authorization Letter is placed in the member's file jacket.

APPLICATIONS FOR TIME SERVICE CREDIT FOR PRIOR FLORIDA SERVICE:

- 1. Members who wish to purchase prior service as a police officer or firefighter within the State of Florida will express their desire to a PFPF staff member, who will review the eligibility requirements concerning the TSC requirements for this form of time connection with the member.
- 2. Members who wish to purchase time service credit for eligible public safety service rendered to an eligible Florida-based governmental unit are given an "Application For Time Service Purchase" (See sample attached hereto as **Exhibit 5**) and asked to have the application completed. The application includes a section that is to be completed by a personnel representative from the Florida-based governmental unit who certifies the dates of service and the nature of such service rendered to the governmental unit.
- 3. Upon completing this "Application For Time Service Purchase", the member will present the completed form to PFPF for review and verification.
- 4. Upon verifying that the Florida-based service is eligible for TSC, the member will be asked to sign an Authorization Letter that directs the PFPF to act upon the member's TSC request (See sample attached hereto as **Exhibit 6**).
- 5. Upon execution of this document, PFPF staff will process any lump sum payments and establish any payroll deductions that may be necessary to comply with the TSC authorization.
- 6. The Authorization Letter is forwarded to the Executive Director/Administrator for signature and inclusion on the next available Pension Trustee agenda.
- 7. Upon securing the signature of the Executive Director/Administrator and Trustee approval (which is evidenced on the Authorization Letter with a stamp indicating the Consent Agenda item), the Authorization Letter is placed in the member's file jacket.

Special Note: When structuring TSC programs for the purpose of buying the exact number of days in order to attain exactly one year of additional pension service credit, the operators should follow the "Anniversary Date and One Day Method".



POLICE AND FIRE PENSION FUND

"We Serve ... and We Protect"

APPLICATION FOR PURCHASE OF TSC CREDIT FOR PRIOR DUVAL COUNTY SERVICE FOR PENSION PURPOSES

<u>Member Information:</u> This section is Designee.	to be completed by the Me	mber before subm	itting to HR Director of
Printed Name:		_ SSN: <u>XXX-X</u>	X
Maiden/Other Names Previously Used: _			The same of the sa
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Employment Certification: This section	is to be completed by the HR		
Governmental Prior Duval County Service	Retirement System		ods of Service
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I hereby certify that the above named inc Employee of the City of Jacksonville for t	lividual was employed by the he indicated periods of service	indicated employir	
Signature:			
Print Name:		Title:	
Employing Agency:			
Address:			
Pension Certification: This section is to	be completed by the Plan Adm	inistrator or Design	iee.
I hereby certify that the above named indiretirement system described above, now o	ividual is not eligible to receive	e a pension benefit	from the governmental
Signature:		_ Date:	
Print Name:			
Governmental Retirement System:			
Address:		Phone: ()	** 7 X

PLEASE RETURN COMPLETED FORM TO THE
JACKSONVILLE POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

POLICE AND FIRE PENSION FUND

Holiday - Meeting Schedules

2017

Holidays

Advisory Committee

Trustees

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