# TAB 5

# Law Offices Christiansen & Dehner, P.A.

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February 23, 2009

Ms. Diane Ponder Palmetto General Employees' Retirement System Post Office Box 1209 Palmetto, Florida 34220-1209

Re: Summary Plan Description

Dear Diane:

As directed by the Board at its last meeting, enclosed please find a revised Summary Plan Description for the City of Palmetto General Employees' Retirement System. This document should be copied and distributed to each member of the Board for review and approval at the next board meeting. Upon approval, a copy must be provided to each active member of the plan.

By copy of this letter to the Board's actuary, Gabriel Roeder Smith & Company, we are requesting that they provide you with an updated Exhibit "B" to attach to the revised Summary Plan Description prior to duplication and distribution.

If you have any questions regarding the enclosed, please feel free to give me a call.

Yours very truly,

Scott R. Christiansen

SRC/dm enclosure

cc: Stephen Palmquist, with enclosure

# CITY OF PALMETTO GENERAL EMPLOYEES' RETIREMENT SYSTEM SUMMARY PLAN DESCRIPTION

March 1, 2009

IS YOUR BENEFICIARY FORM CURRENT? IN THE EVENT YOU DIE, YOUR BENEFIT OR CONTRIBUTIONS WILL BE DISTRIBUTED TO THE PERSON OR PERSONS DESIGNATED BY NAME ON THE BENEFICIARY FORM ON FILE WITH THE PENSION PLAN. NO PROVISION IN YOUR LAST WILL AND TESTAMENT WILL CHANGE THIS SELECTION. PLEASE BE SURE THAT YOUR BENEFICIARY FORM DESIGNATES THE PERSON OR PERSONS YOU INTEND TO RECEIVE YOUR BENEFITS AND THAT YOU REVIEW THIS CHOICE IN THE EVENT OF A MAJOR LIFE CHANGE SUCH AS A DIVORCE OR THE DEATH OF YOUR BENEFICIARY.

#### CITY OF PALMETTO GENERAL EMPLOYEES' RETIREMENT SYSTEM SUMMARY PLAN DESCRIPTION

#### **INTRODUCTION**

The Board of Trustees of the City of Palmetto General Employees' Retirement System is pleased to present this booklet which briefly explains the provisions of your General Employees' Pension Plan. As a participant in the plan, you are included in a program of benefits to help you meet your financial needs at retirement, or in the event of disability or death.

This booklet can assist you in preparing for your retirement and financial future. If you need further information on any of the topics presented in this booklet, please contact any member of the Board of Trustees. They will either answer questions you might have to help you understand your benefits or otherwise get you an answer to your questions. We urge you to read and understand this booklet in order to become familiar with the benefits of the plan and how they contribute to your financial security and how they will enrich your retirement years.

The information presented is only a summary of the pension plan ("Plan") as provided in the ordinances of the City of Palmetto. If there are any conflicts between the information in this booklet and the ordinances of the City of Palmetto, the ordinances shall govern. The provisions of this Summary Plan Description shall not constitute a contract between the Member and the Board of Trustees. The plan shall be administered in accordance with state and federal law, notwithstanding any provisions in this booklet or ordinances to the contrary. A copy of the ordinance establishing the plan can be obtained from the City Clerk's office, which is located at 516 8th Avenue West, Palmetto, Florida 34220.

Chairman, Board of Trustees, City of Palmetto General Employees' Retirement System

Date

## 1. BOARD OF TRUSTEES AND PLAN ADMINISTRATION

#### A. <u>Administration</u>.

- (1) The City of Palmetto General Employees' Retirement System is a defined benefit pension plan administered by a Board of Trustees which acts as the administrator of the plan. The Board consists of 7 Trustees, 2 of whom are legal residents of the City who are appointed by the City Commission, 2 of whom are members of the plan who are elected by a majority of the General Employees who are members of the plan, one of whom is the City Clerk and a sixth and seventh Trustee who are chosen by a majority of the first 5 Trustees. Each Trustee serves a three year term.
- (2) DROP participants can be elected as and vote for elected Trustees.

B. The names and addresses of the current Trustees are attached to this Summary Plan Description as Exhibit "A". The Chairman of the Board of Trustees is designated as agent for the service of legal process.

#### 2. ELIGIBILITY FOR PLAN MEMBERSHIP

A. Each person employed by the City as a full-time General Employee becomes a member of the plan as a condition of his employment. All General Employees are therefore eligible for all plan benefits, as provided for in the plan document and by applicable law, except those who previously opted-out of the plan.

B. Notwithstanding A. above, any future city clerk, director of public works and chief of police may, in the event he has elected to participate in another pension program within the first 12 months of his employment as city clerk, director of public works and chief of police (if he is eligible to be in this plan), notify the board and the city, in writing, of his election to not be a member of the plan. In the event of any such election, the board shall refund from the plan, the full amount, without interest, withheld from the member's salary and deposited in the plan and he shall be barred from future membership in the plan.

### 3. PLAN BENEFITS

All claims for benefits under the plan shall be made in writing to the Board of Trustees.

A. <u>Normal Retirement Eligibility</u>. You are eligible for retirement upon the attainment of age 60 and the completion of 5 years of credited service if you were a member on December 31, 1994, or upon the attainment of age 60 and the completion of 10 years of credited service if you became a member on or after January 1, 1995, or upon the completion of 30 years of credited service, regardless of age.

B. <u>Amount of Normal Retirement Benefits</u>. The amount of the normal retirement benefit is based on your credited service and average final compensation:

"Credited Service" is generally your period of employment as a General Employee with the City measured in years and parts of years. Credited service will include a break in employment for military service, pursuant to conditions that are required or permitted under state or federal law, as amended from time to time, provided that you are reemployed within 1 year of discharge under honorable conditions. Additional credited service time may also be available (See subsection J. below). In the event you have also accumulated credited service in the Police Officers' Retirement System maintained by the City, then such other credited service shall <u>only</u> be used in determining vesting and eligibility for early or normal retirement, not for determining benefits.

"Average Final Compensation" is 1/12 of your average salary of the 5 best years of the last 10 years of credited service prior to your termination, retirement or death, or your career average as a full-time General Employee, whichever is greater. A year is defined as 12 consecutive months.

"Salary" is your total compensation for services rendered to the City as a General Employee reportable on your W-2 form including lump sum payments of unused sick leave and vacation time, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

Your normal retirement benefit is calculated by multiplying 2.5% times years of credited service times your average final compensation:  $(2.5\% \times CS \times AFC = normal retirement benefit)$ .

Normal and early retirement payments will commence on the first day of the month following your last day of employment. Early retirees may defer the commencement of benefits. The benefit is paid to you for your life, ceasing upon death.

C. <u>Early Retirement</u>. You are eligible for early retirement upon the attainment of age 55 and the completion of 5 years of credited service if you were a member on December 31, 1994, or upon the attainment of age 55 and the completion of 10 years of credited service if you became a member on or after January 1, 1995.

D. <u>Amount of Early Retirement Benefits</u>. The amount of the early retirement benefit is calculated in the same manner as for normal retirement and is available as follows:

- (1) Beginning on the date on which you would have qualified for normal retirement; or
- (2) Beginning immediately upon retirement, but if beginning immediately, the amount of the monthly benefit is reduced by .25 percent (.25%) for each month by which the commencement of benefits precedes the date which would have been your normal retirement date had you continued employment as a General Employee.

E. <u>Other Retirement Options</u>. At retirement, certain additional options are available as follows:

- (1) <u>Optional Forms of Retirement</u>. In lieu of the amount and form of retirement income payable under normal and early retirement, you may elect to receive a retirement benefit in a different form so long as the form you elect is of equal actuarial value as the normal benefit. The optional forms of benefits which are available are:
  - (a) A retirement income of a monthly amount payable to you for your lifetime only, ceasing upon death, but with 120 payments guaranteed in any event.
  - (b) A retirement income of a modified monthly amount, payable to you during your lifetime and following your death, 100%, 75%, 66 2/3% or 50% of such monthly amount payable to a joint pensioner for his lifetime.

- (c) If you retire prior to the time at which social security benefits are payable, you may elect to receive an increased retirement benefit until such time as social security benefits shall be assumed to commence and a reduced benefit thereafter in order to provide, to as great an extent as possible, a more level retirement allowance during your entire period of Retirement.
- (d) If you do <u>not</u> participate in the DROP, you may also elect to receive an initial lump sum payment equal to 10%, 15%, 20% or 25% of your accrued benefit with the remaining 90% 85%, 80% or 75%, respectively, payable in a form selected by you and provided for in (a), (b) or (c) above or in the normal form (10 years certain and life).
- (2) Deferred Retirement Option Plan (DROP).
  - (a) If you become eligible for normal retirement, and are still employed by the City as a General Employee, you have the option of "retiring" from the pension plan but continuing your employment as a General Employee for an additional 5 years from the date you first become eligible for normal retirement. An election to participate in the DROP constitutes an irrevocable election to resign from the service of the City not later than 5 years from the date you first became eligible for normal retirement. You must request, in writing, to enter the DROP.
  - (b) Upon entering the DROP, your retirement benefit is immediately calculated and each monthly benefit payment is deposited into your DROP account. You may elect to either have your account credited with interest at the rate of 6-1/2% per annum or credited or debited with an investment return or loss equal to the net investment return realized by the system for that quarter. One change in election is permitted.
  - (c) At the time of termination of employment at the end of the DROP period, you will receive your account balance in a lump sum and you will also begin receiving your monthly retirement benefit.
  - (d) Once you enter the DROP, you are no longer eligible for disability or pre-retirement death benefits, nor do you accrue any additional credited service. Your retirement benefit is fixed as of your entry date. You pay no member contributions to the plan once you enter the DROP.
  - (e) Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.
  - (f) Additional information about the DROP can be obtained from the Board.

F. <u>Disability Retirement</u>. You are considered disabled when you become totally and permanently disabled to the extent that you are unable, by reason of a medically determinable physical or mental impairment to perform the duties you were assigned at the time of the impairment and unable to perform the duties of another position or job which the City makes available to you in a similar classification and rank and unable to perform other gainful employment with another employer for which you are qualified by reason of your training, education or experience.

You are eligible to apply for this benefit if you were a member on December 31, 1994 and have 5 or more years of credited service, or if you became a member on or after January 1, 1995 and have 10 or more years of credited service. Terminated persons, either vested or nonvested, are not eligible for disability benefits, except that those terminated by the City for medical reasons may apply for a disability benefit within 30 days after termination.

A written application is made to the Board of Trustees for a disability pension and the Board of Trustees receives evidence of the disability and decides whether or not the pension is to be granted. If the pension is granted, the benefit amount shall be 2.5% of your average final compensation multiplied by your total years of credited service, payable for life.

Your disability benefit terminates upon the earlier of death or recovery. You may, however, select a "ten year certain and life" or "joint and survivor" optional form of benefit as described above under "Optional Forms of Retirement"

Your benefit will be reduced if you receive worker's compensation benefits and your combined benefit exceeds 100% of your final salary. The pension benefit will be reduced so that the total does not exceed 100%.

To receive disability benefits, you must establish to the satisfaction of the Board, that such disability was <u>not</u> occasioned primarily by:

- (1) Excessive or habitual use of any drugs, intoxicants or alcohol.
- (2) Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections.
- (3) Injury or disease sustained while committing a crime.
- (4) Injury or disease sustained while serving in any branch of the Armed Forces.
- (5) Injury or disease sustained after your employment as a General Employee with the City of Palmetto shall have terminated.
- (6) Willful, wanton or intentional misconduct or gross negligence.
- (7) Injury or disease sustained while working for anyone other than the City and arising out of such employment.
- (8) A condition pre-existing your membership in the plan.

As a disabled pensioner, you are subject to periodic medical examinations as directed by the Board to determine whether a disability continues. You may also be required to submit statements from your doctor, at your expense, confirming that your disability continues.

G. <u>Death Before Retirement</u>. If you die prior to retirement from the City, your beneficiary shall receive the following benefit:

- (1) <u>Prior to Vesting or Eligibility for Retirement</u>. If you die, and you were not receiving monthly benefits or were not yet vested or eligible for early or normal retirement, your beneficiary shall receive a refund of 100% of your accumulated contributions, with interest as applicable.
- (2) <u>Deceased Members Vested or Eligible for Retirement with Spouse as</u> <u>Beneficiary</u>. If you die, and at the date of your death were vested or eligible for early or normal retirement, your spouse beneficiary shall be entitled to a benefit as follows:
  - (a) If you were vested, but not eligible for normal or early retirement, your spouse beneficiary shall receive a benefit payable for 10 years, beginning on the date that you would have been eligible for early or normal retirement, at the option of your spouse beneficiary. The benefit shall be calculated as for normal retirement based on your credited service and average final compensation as of the date of your death and reduced as for early retirement, if applicable. Your spouse beneficiary may also elect to receive an immediate benefit, payable for 10 years, which is actuarially reduced to reflect the commencement of benefits prior to your early retirement date.
  - (b) If you were eligible for normal or early retirement, your spouse beneficiary shall receive a benefit payable for 10 years, beginning on the first day of the month following your death or at your otherwise normal or early retirement date, at the option of your spouse beneficiary. The benefit shall be calculated as for normal retirement based on your credited service and average final compensation as of the date of your death and reduced as for early retirement, if applicable.
  - (c) Your spouse beneficiary may not elect an optional form of benefit, however, the Board may elect to make a lump sum payment.
  - (d) If you became a member after October 1, 1996, your spouse beneficiary may, in lieu of any benefit provided for in (a) or (b) above, elect to receive a refund of your accumulated contributions.
  - (e) If you became a member on or before October 1, 1996, your spouse beneficiary may, in lieu of any benefit provided for in (a) or (b) above, elect to receive a lump sum benefit calculated as set forth in paragraph H., subparagraph (2), below.
  - (f) If your spouse beneficiary commences receiving a benefit under (a) or (b) above, but dies before all payments are made, the remaining benefit shall be paid to the estate of the spouse beneficiary.

(3) <u>Deceased Members Vested or Eligible for Retirement with Non-Spouse Beneficiary</u>. If your beneficiary is not your spouse, the benefits payable to your non-spouse beneficiary are the same as those to a spouse beneficiary, however, the date of commencement of those benefits may be required to be earlier, with the resulting reduction in the amount.

H. <u>Termination of Employment and Vesting</u>. If your employment is terminated, either voluntarily or involuntarily, the following benefits are payable:

- (1) If you have less than 5 years of credited service upon termination, if you were a member on December 31, 1994, or less than 10 years of credited service upon termination, if you became a member on or after January 1, 1995, you shall be entitled to a refund of your accumulated contributions, with interest as applicable, or you may leave it deposited with the plan.
- (2) IF YOU BECAME A MEMBER ON OR BEFORE OCTOBER 1, 1996: If you were a member on December 31, 1994 and you have 5 years of Credited Service upon termination, or if you became a member on or after January 1, 1995 and you have 10 or more years of credited service upon termination, you shall be entitled to either:
  - (a) A monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon your credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to you commencing at your otherwise normal or early retirement date, provided you do not elect to withdraw your accumulated contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for Retirement under Death Before Retirement; or
  - (b) A lump sum benefit equal to the greater of (i) or (ii), where,
    - (i) Is 5 times your accrued annual benefit determined as of your termination date, and
    - (ii) Is the actuarially equivalent lump sum value of your accrued benefit at your termination date.
- (3) IF YOU BECAME A MEMBER AFTER OCTOBER 1, 1996: If you have 10 or more years of credited service upon termination, you shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon your credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to you commencing at your otherwise normal or early retirement date, determined as if you had remained employed, provided you do not elect to withdraw your accumulated contributions and provided you survive to your otherwise normal or early retirement date. If you do not withdraw

your accumulated contributions and do not survive to your otherwise normal or early retirement date, your designated beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for Retirement under Death Before Retirement.

- (4) If you are a vested terminated person entitled to a benefit under subsections (1), (2) or (3) above, and are subsequently reemployed by the City prior to receipt of such benefit, such benefit shall not be payable and you shall thereafter be entitled to benefits determined under the applicable provisions of the plan, based on credited service earned both before and after your date of re-employment. (See Section 27 of the pension plan)
- (5) If you are a terminated person and you receive a payment pursuant to subsections (1), (2) or (3) above and are subsequently reemployed by the City, your prior credited service shall be reinstated only if you repay to the plan the amount of your entire prior distribution, with interest at 5% per annum, compounded annually from date of distribution to date of repayment.

The Internal Revenue Code provides that certain eligible lump sum distributions from the pension plan may be directly rolled over into qualified individual retirement accounts, annuities or certain other pension plans. A 20% withholding shall be required on taxable portions of such lump sum distributions <u>not directly</u> transferred to a new custodian.

I. <u>Reemployment After Retirement</u>. If you retire under normal or early retirement and wish to be reemployed by the city, you should be aware that your ability to continue to receive your pension benefit upon reemployment may be restricted.

J. <u>Additional Credited Service</u>. In addition to credited service actually earned in the employment of the City, you may also receive credited service as follows:

- (1) <u>"Buy-Back" for Family and Medical Leave Act</u>. If you are absent on unpaid leave under the Family & Medical Leave Act, you may purchase lost credited service by making an actuarially determined contribution to the plan, such that there is no cost to the plan in allowing such credited service, within strict time periods provided for in the plan document.
- (2) <u>"Buy-Back" for Military Service Prior to Employment</u>. The time that you serve or have served on active duty in the active military service of the Armed Forces of the United States, the United States Coast Guard or the United States Merchant Marine, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the City shall be added to your years of Credited Service provided that:
  - (a) You contribute to the plan a sum of money equal to:
    - (i) the amount that you would have contributed to the plan, based on your salary and the member contribution rate in effect at the time that the credited service is requested, had you been a member of the plan for the years or fractional parts of years for which you are requesting credit, <u>plus</u>

- (ii) an additional amount to be determined by the Board's actuary so that there is no cost to the plan in giving you the additional years of credited service, <u>plus</u>
- (iii) the amount charged by the actuary for determining the amount you must contribute.
- (b) Multiple requests to purchase credited service may be made at any time prior to retirement.
- (c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.
- (d) The maximum credit under this subsection shall be 2 years.
- (e) Credited service purchased pursuant to this subsection shall **<u>not</u>** count toward vesting or eligibility for disability benefits.
- (3) <u>"Buy-Back" for Prior Government Service</u>. The years or fractional parts of years that you were previously a member but terminated employment and were not otherwise entitled to credited service for such previous period of employment as a general employee (See also paragraph H.5. above) or if you previously served as an employee for any governmental agency in the United States, including but not limited to federal, state or local government service and for which you do not otherwise qualify for and receive credit under this plan, shall be added to your years of credited service provided that:
  - (a) You contribute to the plan a sum equal to:
    - (i) the amount that you would have contributed to the plan, based on your salary and the member contribution rate in effect at the time that the credited service is requested, had you been a member of the plan for the years or fractional parts of years for which you are requesting credit, <u>plus</u>
    - (ii) an additional amount to be determined by the Board's actuary so that there is no cost to the plan in giving you the additional years of credited service, <u>plus</u>
    - (iii) the amount charged by the actuary for determining the amount you must contribute.
  - (b) Multiple requests to purchase credited service may be made at any time prior to retirement.
  - (c) Payment of the required amount shall be made within 6 months of your request for credit, but not later than your retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given.

- (d) There shall be no maximum purchase of credited service pursuant to this subsection and credited service purchased shall count for all purposes including vesting, except that credited service purchased for prior government service other than with the City of Palmetto shall not count toward vesting or eligibility for disability benefits.
- (e) In no event, however, may credited service be purchased pursuant to this subsection for prior service with any other governmental agency, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan.
- (4) <u>Rollovers or Transfers of Funds to Purchase Service</u>. In the event you are eligible to purchase additional credited service as provided above, you may be eligible to rollover or transfer funds from another retirement program in which you participate (traditional IRA, deferred compensation plan maintained by a government employer (457 plan), 401k plan, profit sharing plan, defined benefit plan, money purchase plan, annuity plan or tax sheltered annuity) in order to pay all or part of the cost of purchasing such additional credited service.

K. <u>Contributions and Funding</u>. The City is paying the portion of the cost of the pension plan over and above your contributions. You contribute 5% of your salary to the plan. Your contribution will be excluded from your gross income for withholding purposes so you will realize income tax benefits.

L. <u>Maximum Benefits</u>. In no event will the annual benefits paid from this plan exceed \$185,000.00 annually, subject to certain cost of living adjustments and actuarial reductions for retirement prior to age 62 as set forth in Section 415 of the Internal Revenue Code.

If you began participation for the first time on and after January 1, 1980, you cannot receive a benefit in excess of 100% of your average final compensation.

M. <u>Forfeiture of Pension</u>. If you are convicted of the certain crimes listed in the plan committed prior to retirement, or if your employment is terminated by reason of your admitted commission, aid or abetment of these crimes, you shall forfeit all rights and benefits under the plan, except for the return of your contributions as of the date of your termination.

N. <u>Claims Procedure Before the Board</u>. You may request, in writing, that the Board review any claim for benefits under the plan. The Board will review the case and enter a decision as it deems proper within not more than 180 days from the date of the receipt of such written request, or in the case of a disability claim, from receipt of a medical release and completed interrogatories. The time period may be extended if you agree to the extension.

The Board's decision on your claim will be contained in an order which will be in writing and will include:

- (1) The specific reasons for the Board's action;
- (2) A description of any additional information that the Board feels is necessary for you to perfect your claim;
- (3) An explanation of the review procedure next open to you which includes a formal evidentiary hearing.

O. <u>Dissolution of Marriage (Divorce)</u>. Federal and state law provides certain restrictions regarding the payment of your pension benefits in the event of your divorce or dissolution of marriage. If you are involved in a Dissolution of Marriage or Divorce action, you should contact the Deputy City Clerk/ Administration and provide her with the name, address and telephone number of your attorney so that the Board can provide your attorney with specific information regarding the Court's authority to enter Orders regarding your interest in the pension plan.

### 4. NON-FORFEITURE OF PENSION BENEFITS

A. <u>Liquidation of Pension Fund Assets</u>. In the event of repeal, or if contributions to the plan are discontinued by the City, there will be a full vesting of benefits accrued to date of repeal.

B. <u>Interest of Members in Pension Fund</u>. At no time prior to the satisfaction of all liabilities under the plan shall any assets of the plan be used for any purpose other than for the General Employees' exclusive benefit. In any event, your contributions to the plan are non-forfeitable.

## 5. VESTING OF BENEFITS

Your retirement benefits are fully vested after 5 years of credited service if you were a member on December 31, 1994. Your retirement benefits are fully vested after 10 years of credited service is you became a member on or after January 1, 1995.

### 6. <u>APPLICABLE LAW</u>

The plan is governed by certain federal, state and local laws, including, but not limited to the following:

- A. Internal Revenue Code and amendments thereto.
- B. Part VIII, Chapter 112, <u>Florida Statutes</u>, "Actuarial Soundness of Retirement Systems".
- C. Ordinances of the City of Palmetto.
- D. Administrative rules and regulations adopted by the Board of Trustees.

### 7. <u>PLAN YEAR AND PLAN RECORDS</u>

The plan year begins on October 1 of each year and ends on September 30 of the following year. All records of the plan are maintained on the basis of the plan year.

#### 8. <u>APPLICABLE PROVISIONS OF COLLECTIVE BARGAINING</u> <u>AGREEMENTS</u>

There is no collective bargaining agreement between the General Employees and the

City.

### 9. FINANCIAL AND ACTUARIAL INFORMATION

A report of pertinent financial and actuarial information on the solvency and actuarial soundness of the plan has been prepared by the Pension Plan's actuary, Gabriel, Roeder, Smith & Company, and is attached as Exhibit "B".

dm/pal/gen/02-20-09.spd

## EXHIBIT "A"

## **BOARD OF TRUSTEES**

The names and addresses of the members of the Board of Trustees are:

Chairman:	Ellen Leonard 516 8th Avenue West Palmetto, Florida 34221
Vice- Chairman:	Ray Dielman 516 8th Avenue West Palmetto, Florida 34221
Secretary:	Jim Freeman 516 8th Avenue West Palmetto, Florida 34221
Member:	James Terry 516 8th Avenue West Palmetto, Florida 34221
Member:	Tanya Lukowiak 516 8th Avenue West Palmetto, Florida 34221
Member:	Allen Tusing 516 8th Avenue West Palmetto, Florida 34221
Member:	Gracie Johnson 516 8th Avenue West Palmetto, Florida 34221