

**Municipal Police Employee's Retirement System
Minutes of the Meeting of the Board of Trustees Meeting
April 16, 2025**

The Board of Trustees of the Municipal Police Employees' Retirement System held a meeting on Wednesday April 16, 2025, at the system's office at 7722 Office Park Boulevard in Baton Rouge, Louisiana.

I. Call to Order

The meeting was called to order at 10:05 am by Lt. (Retired) Chad King. Members were reminded to turn on their microphones when speaking or asking questions.

II. Pledge of Allegiance

Chief Christopher Wilrye led the Pledge of Allegiance.

III. Roll Call

Members Present

Chief Edwin Bergeron, Jr.
Major Raymond Burkart, Jr.
Craig Cassagne, Commissioner of Administration
Asst. Chief Jason DiMarco
Lt. (Retired) Chad King (Committee Chair)
Mr. Julius Roberson, State Treasurer Designee
Mayor Jonathan Taylor, Town of Livingston
Lt. Tyrone Warren
Chief Beth Westlake
Chief Christopher Wilrye

Members Absent

Chief David Addison
Mayor Rick Allen
Rep. Tony Bacala
Major (Retired) Kelly Gibson
Senator Bob Hensgens

Others Present

Mr. Benjamin Huxen II, MPERS Executive Director and General Counsel
Ms. Taylor Camp, MPERS, Chief Financial Officer
Ms. Emily Thurston, MPERS, Accountant
Ms. Christie Ziadeh, MPERS, Benefits Analyst (remote)
Ms. Sarah Daniel, MPERS, Accounts Analyst (remote)
Ms. Karen Correll, MPERS, Membership Analyst (remote)
Ms. Melissa Frazier, MPERS, Benefits Analyst
Mr. Greg Curran, Curran Actuarial Consulting, Consulting Actuary

Ms. Sheri Morris, Attorney - Daigle, Fisse, & Kessenich
Mr. David Barnes, NEPC
Ms. Laura Gail Sullivan, Attorney
Mr. Joey David, LA House of Representatives
Ms. Carla Sigler, Attorney, Sigler Legal (remote)
Ms. Lindsay Saienni, Media, FIN News (remote)
Mr. Kevin Balaod, Media, With Intelligence (remote)
Ms. Erin Estilette, Curran Actuarial Consulting (remote)
Mr. Shinji Hain, LLA, Actuarial Analyst (remote)
Mr. Gary Vines, Former Officer, Sicily Island Police Department (remote)
Mr. Peyton Ohmstede, LA Treasurer's Office (remote)
Mr. David Savoie, Henderson Police Department
Mr. Howard Hebert, Henderson Police Department
Ms. Jo Ellen Carruth, Alderman, Greensburg
Ms. Marie Kreutzer, Clerk, Springfield
Mr. Clifton Speed, Attorney, Greensburg
Mr. Scott Lemoine, Former Chief of Police, Moreauville Police Department
Ms. Cara McDaniel, Clerk, Hornbeck
Mr. Terri Whiddon, Alderman, Hornbeck
Mr. Randall Keiser, Attorney, RMI
Mr. Patrick Cronin, General Manager, RMI
Mr. Steven McKay, CPA, RMW CPAs
Mr. Herman Williams, Mayor, Lecompte
Mr. Grady Haynes, Chief of Police, Oberlin Police Department
Mr. Bruce Lemelle, Chief of Police, Elton Police Department
Ms. Peggy Beard, Clerk, Jonesville
Ms. Loria Hollins, Mayor, Jonesville
Mr. Ronald Goudeau, Chief of Police, Boyce Police Department
Mr. K. Kyle Celestin, Attorney, Moreauville
Mr. Brandon Scott, Attorney, Cottonport and Scott Lemoine
Ms. Tracy Bryson, Mayor Pro Tem/Alderman, Springfield
Ms. Beryl Holmes, Mayor, Moreauville
Ms. Shannon Sampson, Alderman, Moreauville
Mr. Kenneth Brewer, Baton Rouge Police Local No. 37 of the International Union
of Police Associations AFL-CIO
Mr. Mike Holmes, Attorney, Elton
Mr. Mike Pierrotti, Mayor, Elton
Ms. Kay Hebert, Alderman, Elton
Mr. Georgi Korovski, Peakload News (remote)
Ms. Kimberly Fultz, Attorney, Tangipahoa
Mr. Tommy Clark, Jr., Chief of Police, Grambling Police Department
Mr. Ronald Lattier, Attorney, Grambling
1-855-525-8949, Unknown

IV. Public Comment

Chairman King acknowledged receipt of three public comment cards and said they would be reviewed under their corresponding agenda items. Public comment cards were submitted by Joe Stamey, Robert Klausner, and Grady Haynes.

V. Approval of the March 19, 2025 Board Meeting Minutes (Action Item)

Motion by Asst. Chief Jason DiMarco and second by Chief Beth Westlake to approve the minutes of the meeting held March 19, 2025. Without objection, the motion carried.

VI. Reports of Committees

A. Report and Recommendations of the Human Resources and Governance Committee (Action Item)

The Human Resource and Governance Committee reported changes in appointments, with Chief Wilrye appointing Major Ray Burkart and Chief in place of Chad King and Chief Addison. Additionally, the committee voted to recommend a salary increase for fiscal year 2026, with retirement contributions decreasing due to a lowered employer rate.

Motions by Chief Christopher Wilrye and Mayor Jonathan Taylor, seconded by Asst. Chief Jason DiMarco, to adopt the committee's report and recommendations of the Human Resource and Governance Committee Meeting held on April 16, 2025. Without objection, the motion carried.

B. Report and Recommendations of the Audit, Finance, and Risk Management Committee (Action Item)

The Audit, Finance, and Risk Management Committee presented a report discussing budget adjustments, including necessary updates to the pension administration system for IRS Form W4-P updates and legislative changes. Improvements were also discussed, including updates to the pension administration system and infrastructure enhancements. Changes were also needed in the operating budget for 2026 based on inflation and in the capital budget for fiscal 2026. Arkel is tasked with getting three bids for heat valves and electrical issues.

Motion by Chief Christopher Wilrye and seconded by Asst. Chief Jason DiMarco to adopt the committee's report and recommendations of the Audit, Finance, and Risk Management Committee Meeting held on April 16, 2025. Without objection, the motion carried.

VII. New Business

A. NEPC Report on Investments

Mr. Barnes gave an investment portfolio performance report for March, which outlined resilience amidst market volatility, noting diversification benefits. Tariff policies influenced market weakness, affecting the U.S. dollar but enhancing returns abroad. The Fed held rates steady, boosting liquidity, while mixed economic indicators were observed. The March portfolio value was \$2.8 billion, with a slight net loss, but results were positive when compared to broader downturns. Staff are evaluating automatic rebalancing options.

B. Actuarial Comments, Including but Not Limited to Discussion and Action Regarding FY 2026 Contracts for Actuarial and Administrative Services with Curran Actuarial Consulting, Ltd.

Discussions on fiscal year 2026 contracts highlighted minor changes such as an added data analyst position, with no change to the financial retainer amount. The contract will include a 30-day opt-out provision and will start on July 1, 2025.

Motion by Chief Beth Westlake and seconded by Chief Christopher Wilrye to accept the FY 2026 Contracts for Actuarial and Administrative Services with Curran Actuarial Consulting, Ltd., as presented.

C. Executive Director & General Counsel Comments

1. Update on Delinquent Municipalities/Employers (Action Item)

Ms. Camp stated that Franklinton has been removed from the list of delinquent municipalities, while other municipalities' statuses remain unchanged. No action taken. The delinquent municipalities were:

Cullen
Jonesboro
New Orleans
Shreveport
Simmesport
Sun
Wisner

2. Compliance Certification Tracking Update

Mr. Huxen stated that MPERS has received information alleging that some employers may have certified compliance even when they had eligible employees who are/were not enrolled. He explained the statutes and civil/criminal penalties surrounding the falsification of records in an attempt to defraud the retirement system.

D. Discussion Regarding Employers That Are Possibly Noncompliant

Discussion started with public comment by Chief Grady Haynes with the Oberlin Police Department. Chief Hayes introduced himself and gave his background. He informed the board that the Oberlin Police were not enrolled until 2010. Ms. Camp confirmed this to be correct, and that Oberlin is not delinquent on current contributions but owes prior to 2010. After discussions about whether the current administration is aware of the amount owed prior to 2010, Chief Bergeron recommended sending a courtesy letter to the new administration with a 14-day response time and a demand letter to follow if there is no response by the next meeting date.

Motion by Chief Edwin Bergeron, Jr., and seconded by Asst. Chief Jason DiMarco, to approve the board sending a courtesy letter to the new administration of the Town of Oberlin, with a 14-day response deadline, followed by a demand letter if there is no response by the next meeting date. Without objection, the motion carried.

1. Town of Evergreen
2. Village of Georgetown
3. Town of Oberlin
4. Village Sicily Island

Discussion continued, moving on to Evergreen. No representatives were present to speak. Mr. Huxen gave a brief overview of issues with the chief's employment and problems that officers face when employers reduce their hours/pay to keep them out of the system. Chief Bergeron suggested considering legislation in the future to increase the \$1,000 per month salary threshold for the enrollment of elected chiefs. Mr. Huxen explained that actually Chief Ananise Robinson wanted to stay in MPERS and wanted to continue receiving state supplemental pay. Note: Apparently, Evergreen reduced his salary to below the \$1,000 per month minimum after he was elected (which is probably not legal).

Discussion moved on to Georgetown. No representatives were present to speak. Mr. Huxen gave a brief overview of the problems with alleged gaps between hire dates and enrollment, as well as concerns about the village telling officers they had to choose between retirement and health insurance.

The discussion then went to the Village of Sicily Island. Former Sicily Island police officer (and current Catahoula Parish Sheriff's Office employee) Gary Vines was present virtually to comment. He explained that he was told there was no retirement available to him throughout his service with Sicily Island from 2017 - 2024. He recently discovered that he should have been enrolled in the system, sought legal advice, and was advised to contact MPERS. Mr. Huxen stated that MPERS was currently working with Mr. Thomas Enright, Sicily

Island's attorney, and he is looking into it and will get back with them. It was confirmed that The Village of Sicily Island is not an opt-out agency.

Mayor Taylor asked what MPERS' current process is for certifying compliance from each municipality. Mr. Huxen explained there are periodic reviews of municipal audits, and Ms. Camp explained that municipalities are notified immediately if their monthly reports become delinquent. Ms. Camp stated that she also performs monthly checks between the state supplemental pay file and the MPERS database. She further discussed a new process being implemented where municipalities must certify if they have "no eligible officers" on a monthly basis.

E. Approval of Agreed Upon Settlements (Action Item)

1. MPERS vs. Town of Cottonport, et al., 19th JDC, Number 728606, Section 26

Town attorney Brandon Scott spoke regarding issues with the language in the settlement mandating the Chief's enrollment. Mr. Huxen explained that since it's past the 30-day federal tax law deadline, the chief is no longer eligible to opt out of the system. The council and the mayor have approved the terms of the current settlement, but the chief does not want to enroll.

Motion by Chief Edwin Bergeron, Jr., and seconded by Asst. Chief Jason DiMarco, to table further settlement discussions for Cottonport for 30 days to seek resolution. Without objection, the motion carried.

2. MPERS vs. Town of Simmesport, et al., 19th JDC, Number 729099, Section 32

Ms. Morris explained that MPERS is working with the fiscal administrator for the Town of Simmesport. They are cooperating so far but need more time to finalize settlement negotiations. The fiscal administrator requires the court to approve to the settlement. Ms. Morris recommended tabling the issue to give them a month to complete negotiations.

Motion by Chief Edwin Bergeron, Jr., and seconded by Chief Beth Westlake, to table further settlement discussions for Simmesport for 30 days. Without objection, the motion carried.

3. MPERS vs. Town of Stonewall, 19th JDC, Number 688504, Section 25

Ms. Morris explained that this settlement is regarding the full dissolution of their police department. The local council has recommended it for approval. Ms. Morris recommended approval of the settlement subject to Stonewall's approval.

Motion by Asst. Chief Jason DiMarco, and seconded by Chief Christopher Wilrye, to approve the settlement subject to Stonewall's approval. Without objection, the motion carried.

F. Discussion and Consideration of Proposed Settlement Agreements, Current Litigation, and/or Prospective Litigation (Action Item)

Ms. Morris advised that the indemnification clause language issue has been resolved but that there is a new issue with another provision in the agreement.

Discussions then continued with the public comments received.

The first public comment was from Mr. Robert Klausner, consultant for RMI. Mr. Klausner addressed concerns regarding the acceleration clause among municipalities who would like to see language providing an opportunity to cure issues due to human error within 30 days. Discussions regarding the pros and cons of the 30 days continued among Mayor Taylor, Mr. Klausner, Major Burkart, Ms. Morris, Chief Westlake, Chief Bergeron, and Mr. Huxen. Mayor Taylor acknowledged receipt of multiple emails from MPERS and stated that MPERS does a good job of keeping him informed, but he does not always have the time to read it all. Mayor Taylor also acknowledged that some mayors are part-time and have even less time to review correspondence.

Mr. Cronin of RMI suggested setting up a protocol where he can be alerted to non-compliant municipalities and instruct them to get in compliance within 30 days. He stated that as of May 1, 2025, RMI will not provide legal services to non-compliant municipalities regarding retirement system issues. Major Burkart responded by asking why they can't settle now instead of waiting for something else to be put in place. Mr. Stamey, attorney for RMI, stated that they were requesting a 30-day cure period in the language. Discussion continued among Chief Westlake, Mayor Taylor, Major Burkart, and Asst. Chief DiMarco. Concerns were raised about intentional/unintentional non-compliance due to frequent changes in municipal administration and lack of general education for new and existing mayors. Mr. Cronin explained that the LMA is working on implementing a mayor's training course. More discussions were had between Chairman King, Mr. Cronin, Chief Bergeron, and Mayor Taylor.

A statement was made by Ms. Marie Kreutzer, the town clerk for Springfield. She stated that she is the only clerk for Springfield, as with other towns, and the 30 days would help when she must be out of the office.

Discussions continued among Mayor Taylor, Chief Westlake, Ms. Morris, Major Burkart, and Mr. Huxen to try to clear up what the requested 30 days covers. It was reiterated by Chief Westlake that once the problem is found by MPERS, a letter is sent and that municipality has 30 from the breach to correct it, no matter the length of time. This was confirmed by Mr. Cronin, who stated the 30 days

would only apply to the remaining municipalities who need to settle, which is 15 of the 18 left. He stated the other 3 will need more work.

Mr. Howard Hebert stated he has been an officer in Henderson for 10 years and has never been told about MPERS. He stated that if officers were told about the retirement plan in the academy, maybe things would work differently. He said it wouldn't matter if the chiefs or mayors knew or didn't know, the officers would know coming out of the academy.

Chief Wilrye asked Ms. Morris if this language was in all the other settlements, and if so, was there a reason why it was brought up in the remaining 18. Ms. Morris confirmed this language has been in all the other settlements that have been agreed to. Once the indemnity language issue was resolved on these 18, RMI representatives stated they had an issue with the language in this additional paragraph. Mr. Cronin spoke and said that in these remaining 18 cases, the numbers are larger than the others that have been settled and there could be a big impact on them if their key personnel is out unexpectedly, which is why the language in this paragraph is being challenged now and was not in the other settlements. Chief Bergeron reminded everyone that the law already states that if the municipality is in compliance, they have 30 days to enroll their officers. Mr. Cronin then stated that this acceleration clause doesn't only refer to enrolling officers, it also addresses the failure to timely pay contributions or make payments required under the agreement.

Chief Lemelle with the Town of Elton then spoke and stated that he found out that there was a retirement option at a class after he was elected. He feels the mayors need to go to these as well.

Mr. Steven McKay spoke and introduced himself as the CPA of a few of the municipalities. He gave a few suggestions on how the process can be improved.

Discussions continued as Chairman King informed the board that the quorum would be lost in ten minutes and asked them to keep that in mind in case any matters will require a vote.

Mayor Pro Tem Tracy Bryson of Springfield spoke and stated that she has inherited the problem and was told from the beginning that they had opted-out. She stated she has since found out they did not opt-out, they are not in compliance. She stated if anything happened to her clerk, it would take her more than 30 days to get someone else in there to make the payments.

Discussions continued with Mr. Stamey making a statement asking the board to send the municipalities a yearly reminder about the duty to enroll timely. He stated they would be able to work with that. Ms. Morris stated that if the enrollment stays the same with the language staying in the agreement, they could send out the notices to all municipalities yearly.

Ms. Cara McDaniel with the Town of Hornbeck spoke next. She stated they have settled in the past and have received another notice that they owe more money. She stated the language is vague and asked for clarification. Mr. Huxen and Ms. Morris confirmed they did pay the delinquent contributions but did not pay the legal fees. Attorney Randall Keiser then gave a statement regarding this settlement.

Mr. Grady Haynes spoke again regarding the annual municipal audits and their lack of pointing out that these issues are never flagged. Mr. Huxen replied to Mr. Haynes stating that he has sent a request to Ms. Jenifer Schaye with the legislative auditor's office about two years ago but has never heard anything back regarding additional procedures that could identify these issues.

Ms. Morris stated her recommendation is to leave the language in as to the failure to enroll and add the 30 days for late payments, which modifies the acceleration clause and adds the 30-day cure language for the remaining settlements.

Motion by Asst. Chief Jason DiMarco and seconded by Major Raymond Burkart, Jr., to approve the recommendation of Ms. Sheri Morris, as presented. Without objection, the motion carried.

1. Employers That Were Required to Accept MPERS' Proposed Settlement Agreement or Propose Their Own on or Before April 15, 2025, or Face Appropriate Legal Action

Mr. Huxen stated that they needed to resolve the language issue for the Town of Hornbeck before losing the quorum. Ms. McDaniel provided a modified settlement agreement for MPERS to review. Ms. Morris stated they are asking for several paragraphs to be removed so she would need time to speak to their attorney.

Motion by Chief Edwin Bergeron, Jr., and seconded by Asst. Chief Jason DiMarco to table the settlement with the Town of Hornbeck to allow attorneys to discuss the proposed settlement language. Without objection, the motion carried.

Mr. Stamey indicated that representatives for Grambling, Erath, and Tangipahoa were on their way, and he would step out to check on how much longer until they arrived.

a. Discussion Regarding Indemnification Clauses

b. MPERS vs. Kelvin McCoy, In His Official Capacity as Mayor for the Town of Boyce, et al., 19th JDC, Number 753207, Section 32

- c. MPERS vs. Town of Cheneyville, et al., 19th JDC, Number 730043, Section 22
 - d. MPERS vs. Town of Glenmora, et al., 19th JDC, Number 731063, Section 31
 - e. MPERS vs. Alvin Bradley, Sr., in His Official Capacity as Mayor for the City of Grambling, et al., 19th JDC, Number 749512, Section 26
 - f. Town of Hornbeck
 - g. MPERS vs. Herman Williams, in His Official Capacity as Mayor for the Town of Lecompte, et al., 19th JDC, Number 741267, Section 23
 - h. Michael Alquist, Peter Hermann, Guy Butterworth, Vameron Hillhouse, Police Chief Jack Sessions, Jayson Germany, and Courtney Badon vs. Town of Pearl River, et al., 19th JDC, Number 2025-10102, Div. "C"
 - i. MPERS cs. Town of Springfield, et al., 19th JDC, Number 730012, Section 30
 - j. Village of Tangipahoa
 - k. MPERS vs. Paris C. Sumrall, in Her Official Capacity as Mayor for the Village of Varnado, et al., 19th JDC, Number 739462, Section 24
2. Employers That Were Required to Propose Their Own Settlement Agreement on or Before April 15, 2025, or Attend the April 16, 2025, Board Meeting
- a. MPERS vs. Town of Elton, et al., 19th JDC, Number 729135, Section 31
 - b. Town of Erath
 - c. MPERS vs. Town of Grand Coteau, et al., 19th JDC, Number 734857, Section 32

Mr. Huxen stated a settlement offer was made to the Town of Grand Coteau but had not heard anything back. He recommended they file a motion to reset the date for the hearing.

At this time, Mr. Roberson left the meeting and a quorum was lost.

Mr. Huxen provided further details on Grand Coteau's assets that could go towards the proposed settlement offer of \$398,000. Per the calculation, they owe \$1.4 million. Mr. Stamey offered to reach out to Grand Coteau representatives to see what their position was.

d. MPERS vs. Town of Greensburg, et al., 19th JDC, Number 729284, Section 26

Mr. Huxen explained the Town of Greensburg owes over \$700,000 and MPERS' most recent settlement offer to the Town was \$221,000. Mr. Stamey informed the board that Greensburg's council has authorized their city attorney to offer \$66,484.05. There was a discussion between Mr. Huxen, Chief Bergeron, and Chief Westlake. Mr. Huxen stated if that offer was accepted, the officers are the ones who would lose out. Ms. Morris explained that current officers are required to sign off on settlement agreements to make sure they are aware of their rights.

e. MPERS vs. Sherbin Collette, in His Official Capacity as Mayor for the Town of Henderson, et al., 19th JDC, Number 741228, Section 21

Mr. Stamey confirmed the mayor and town attorney were both present. Mr. Huxen gave a brief overview of the proposed settlement and explained that the affected officers were not in agreement with the proposed settlement which would reduce their service credit. They wanted to receive their full credit but do not want to pay out of pocket for past due employee contributions. Henderson previously offered \$175,000 to settle. Chief Bergeron and Mr. Huxen pointed out the board previously received a legal opinion which determined that MPERS cannot mandate a municipality to pay the employee contributions, but that there is nothing legally prohibiting them from doing so. Ms. Morris confirmed this information and explained MPERS is accepting payment plans for payment of delinquent employee contributions from officers wishing to receive their full credit. Ms. Morris explained this settlement had the language in it that was being opposed, and still needed the signatures of the three officers involved. There were discussions on what the amount would be to make the officers whole and what would happen if the officers did not sign the agreement.

Mayor Sherbin Collette of the Town of Henderson spoke. He stated he did not know about MPERS until he received a letter letting him know what was owed. Mayor Collette reviewed his time as mayor and said he was willing to do what he could to resolve this. He stated the Town of Henderson had offered \$175,000 for a settlement.

Chief Westlake asked if Henderson needed more time to discuss further with affected employees. Mr. Huxen recommended proceeding with litigation. Mr. Stamey reiterated his intent to reach a settlement without litigation. The affected officers in attendance were asked if there's anything

that can be changed with the settlement that would make them agree with the settlement offer. Mr. Savoie and Mr. Hebert suggested the town could pay the employee contributions owed for them to get their full past service credit. There was discussion between one of the officers and Chief Westlake. The officers stated they would not sign the agreement unless the town purchased their years back for them. Chief Wilrye clarified with Ms. Morris that the agreement is with the Town and the officers, and if the officers don't sign, MPERS cannot accept the agreement. Ms. Morris responded by saying they have been requiring the officers to sign off on the agreements showing that they understood they would be losing part of their service credit. Chief Bergeron stated that the mayor and the officers need to come to an agreement and then present that back to MPERS. Ms. Morris stated that they have made some resolutions together and MPERS' board has approved everything brought forward to date. The board discussed tabling Henderson until the next meeting to give the mayor and officers more time to come to an agreement that they can present to the board at the next meeting.

f. MPERS vs. John Lemoine, in His Official Capacity as Mayor for the City of Marksville, et al., 19th JDC, Number 753210, Section 21

Mr. Keiser stated he had just been retained by Marksville and that he understood that the city attorney had already presented an offer. Ms. Morris confirmed the city attorney was instrumental once the lawsuit was filed and had provided records quickly. She stated they got their officers enrolled and still have some enrolled.

g. MPERS vs. Village of Moreauville, 19th JDC, Number 723617, Section 25

Mr. Kyle Celestine spoke on behalf of the Village of Moreauville. He stated he was authorized to make an offer, which he did, and it was rejected. Mr. Celestine stated he is not authorized to make a counteroffer at this point. He stated he was there to ask if any items in the settlement offer were negotiable so he could bring that back to the village, particularly the penalties and interest. Ms. Morris updated the board on the background and stated that the former Chief Lemoine and the village still need to come to a resolution about how much time could be paid for, as the former chief expressed interest in getting his time credited.

Mr. Scott, attorney for Chief Lemoine, spoke and stated they had the same questions regarding what the remaining employee and employer portions are to make Chief Lemoine whole. Mr. Celestine and Mr. Scott agreed that they need the hard figures as they continue through litigation. Mr. Scott stated that as they

stand with negotiations, there are legal issues that the village believes to be threshold issues that would prohibit some of the payments.

h. MPERS vs. Loria Hollins, in Her Official Capacity as Mayor for the Town of Jonesville, et al., 19th JDC, Number 753206, Section 21

Ms. Morris updated the board that this was dismissed by the trial court, and they appealed that dismissal which was heard by the 1st Circuit Court of Appeal yesterday. A decision on this should be made in the next six weeks. Ms. Morris stated the mayor and town representative have enrolled their officers, have provided payroll records, and are willing to discuss settlement, regardless that it is before the court.

Mr. Keiser stated there was a difference in opinion on what happened in court, and stated that despite the "victory" in court yesterday, they are willing to discuss settlement.

Ms. Morris stated they did enroll everyone, but everyone opted out except 2 officers. One of the officers was employed in 1980 so there is a lot of time and costs involved. Ms. Morris stated this is another settlement that involves officers with significant service credit.

3. Employers That Were Required to Come up With a Plan or Timeline for Paying Contributions, Interest, Etc. in Full and Present It to MPERS on or Before April 15, 2025

a. Town of Cullen

Ms. Camp stated Cullen has made two payments since they last spoke and they are still delinquent. She has not received a response back about a timeline for a payment plan.

b. Town of Wisner

Ms. Camp stated that at the request of the town attorney, Mr. Thomas Enright, she emailed him scenarios. She has not received any response as of today.

4. Other Employers

a. MPERS vs. Town of Ferriday, et al., 19th JDC, Number 729285, Section 22

Mr. Huxen stated that they are compliant as far as they know and will be providing an update.

b. MPERS vs. Town of Killian, 19th JDC, Number 692602, Section 21

Mr. Huxen stated they did get the officers enrolled, thanks to Mayor Taylor. MPERS is currently working on a settlement with the Town of Killian.

c. MPERS vs. Town of Roseland, et al., 19th JDC, Number 731190, Section 23

Mr. Huxen stated they got officers enrolled and are currently working on a settlement.

G. Legal Strategy Regarding Noncompliant Employers (Action Item)

No action taken.

H. City of New Orleans Lawsuits

Ms. Morris began with an overview of the partial dissolution suit.

Mr. McKay approached the podium and requested the board circle back to the municipalities of Cheneyville, Lecompte, Boyce, and Glenmora (agenda item F1) before continuing with New Orleans discussion. Mr. Huxen stated these municipalities resulted in an extension of what was already offered, subject to the language change. Mr. McKay stated he felt Boyce was worth talking about as it has a partial dissolution, which the other three municipalities don't have. Mr. McKay noted they did not have a quorum to vote at this time but asked that at the next meeting the board authorize Mr. Huxen to negotiate a settlement that addresses both the enrollment issues and the partial dissolution issue. Mr. Huxen noted that both issues were addressed in MPERS' latest settlement proposal.

Boyce Chief Ronald Goudeau approached the podium to clarify the pending settlement agreement with Boyce.

Mr. McKay stated he wanted to clarify for the four towns he was representing that they have an extension for 30 days to talk about it at next month's meeting or work it out before then. Mr. Huxen stated the status of these four towns is that the same offer was on the table with the adjusted language, and it would have to be accepted before the next board meeting. Both agreed on this status. Mr. Huxen then stated the only other municipality under F1 that wasn't talked about was Varnado, but the same offer would be extended to them.

Mr. Stamey explained that representatives traveling in from a few other towns would be arriving soon. He then stated that the city attorney for Marksville asked that an offer be submitted in the amount of \$30,000. Ms. Morris stated that Marksville had several officers that did not opt out so that offer would not cover their contributions.

Mr. Stamey noted that Grambling and Erath were on their way and Elton had just arrived. Before continuing, the board paused for a recess.

Once the meeting resumed, the board returned to agenda item 2a, the Town of Elton. City attorney Mike Holmes was present to speak and gave an overview of his experience working with the town and MPERS to date. He explained about two officers who thought they opted out, but in fact did not. One officer signed the affidavit to opt out, but it was after 30 days.

Ms. Kay Hebert approached the podium and stated that she was on the council for the Town of Elton. She stated the council wants to do the right thing, but they are unable to as they cannot afford it. She and the mayor reiterated that they are anxious to get this resolved. Mr. Holmes then spoke and stated that the officer who needed to still be enrolled was enrolled in the system today. Mr. Holmes stated that he had concerns regarding the settlement and the four officers involved as the four officers have different positions they are taking. Further discussions occurred between Mr. Holmes and the board.

Ms. Kimberly Fultz, city attorney for Tangipahoa, spoke. Ms. Fultz stated the numbers on the settlement are agreed to, but they wanted to clarify the language regarding future enrollment issues to make sure that any future issues that arise will not affect this settlement agreement. She stated they were also waiting for the new indemnification language. Ms. Fultz pointed out they have a new mayor, and her name is Virginia Gray. Ms. Morris stated they will update the agreement with the new mayor's name and the terms the board approved earlier today which should resolve all issues. It was agreed that the signed agreement from Tangipahoa would be presented at the next MPERS board meeting.

Mr. Stamey then introduced Chief Tommy Clark and city attorney Mr. Ron Lattier for the City of Grambling. Mr. Lattier had authority to speak on behalf of the mayor who was unable to attend. He stated they agreed to the terms of the settlement agreement but had concerns over the acceleration clauses. Mr. Stamey spoke to that stating to Mr. Lattier that MPERS will send the revised language in an email and the City of Grambling will have until the day before the next board meeting to approve it. Ms. Morris confirmed all payments have been made and the only thing left to work out is the language.

Ms. Morris continued with discussing the New Orleans lawsuits while the board waited on an Erath representative. Ms. Morris stated that New Orleans wants to have a full trial with expert witnesses, so there is a scheduling order that goes through the end of the year with a trial date next year. Ms. Morris

said they are attempting to work on a way to escrow the money so that it earns interest as it is a lot of money.

Mr. Stamey noted that the Town of Erath was hoping to be here, but they are focused on settling and resolving issues. When asked if there were any issues regarding enrollment, Ms. Morris stated their members are enrolled but there was an issue with two officers who did not know what they wanted to do with their past time. Mr. Stamey stated that by the end of the month, and certainly by the next board meeting, they will have a firm plan of action.

Mr. Stamey then asked if Varnado was good to go or if they were waiting on something. Ms. Morris stated that they were waiting on what the Chief wanted to do because he cannot opt out.

Mr. Stamey then asked for clarification on the Town of Cullen. Ms. Camp stated the new chief needs to get enrolled. There was a discussion between Ms. Camp and Mr. Stamey.

Ms. Morris then spoke about the Pearl River suit that is pending. She stated there were exceptions to the officer suits filed so they did not know the status of the litigation. Ms. Morris stated that those particular officers sued the town, but it was not disclosed to MPERS during the settlement negotiations.

1. City of New Orleans vs. MPERS, et al., 19th JDC, Number 724562, Section 24 Subject Matter: Leave Conversion Issues
 2. City of New Orleans vs. MPERS, 19th JDC, Number 732243, Section 24 Subject Matter: Earnable Compensation
 3. City of New Orleans vs. MPERS, 19th JDC, Number 751911, Section 25 Subject Matter: Partial Dissolution
- I. If Necessary, Executive Session (Under the Provisions of R.S. 42:17(A)(10) To Facilitate Privileged Communications Under La. Code Evid. Art. 506) Regarding the Items Under VII. D. Through H.


VIII. Other Business

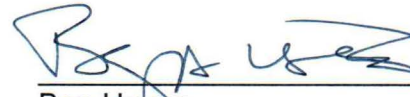
None

IX. Adjourn at 12:26 pm.

Next Meeting Date is May 21, 2025, in Baton Rouge, Louisiana.

To the best of my knowledge, the foregoing minutes accurately represent the actions taken at the meeting held on April 16, 2025.



Chief Christopher Wilrye, Vice Chairman

Ben Huxen,
Executive Director and General Counsel