

Form ADV Part 2A Brochure

Resources Investment Advisors, Inc.
(Retirement Plan Division)
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This Brochure provides information about the qualifications and business practices of Resources Investment Advisors, Inc. (“RIA”). If you have any questions about the contents of this Brochure, please contact us at 913-338-5300. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or any state securities authority.

RIA is a registered investment advisor. Registration as an investment advisor does not imply any level of skill or training. The oral and written communications of an advisor provide you with information from which you can determine whether to hire or retain an advisor.

Additional information about RIA is also available via the SEC’s web site: www.advisorinfo.sec.gov.

Item 2 – Material Changes

This Brochure, dated March 22, 2017, represents the annual update to the firm’s brochure.

In February of 2017, RIA ended its association with LPL Financial and entered into a new relationship with Triad Advisors, an introducing broker-dealer headquartered in Atlanta, Georgia. As a result of the transition, one of RIA’s affiliate offices in Hastings, Nebraska terminated its registration with the firm, as did the adviser representatives in Grand Island, Nebraska and Springfield, Missouri. However, RIA also added affiliate offices in St. Louis, Missouri; Sterling Heights, Michigan; and Greenville, South Carolina.

With the exception of the revision of our assets under management, no other material changes were made to the Brochure.

Pursuant to SEC Rules, we will deliver to you a summary of any materials changes to this and subsequent Brochures within 120 days of the close of our fiscal year. We may further provide other ongoing disclosure information about material changes as necessary. All such information will be provided to you free of charge.

Currently, our Brochure may be requested by contacting us at (913) 338-5300. Additional information about RIA is also available via the SEC’s web site www.advisorinfo.sec.gov. The SEC’s web site also provides information about any persons affiliated with RIA who are registered as investment advisor representatives of the firm.

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Item 4 – Advisory Business

Resources Investment Advisors, Inc. is registered as an investment advisor with the United States Securities and Exchange Commission (CRD # 106766). RIA is organized as a corporation under the laws of the State of Missouri and has been in business since 1968. The firm is owned by Vincent L. Morris, who serves as its President, and Michael J. Bukaty, who is not an active participant in the daily management of the firm.

RIA provides investment advisory and management services to ERISA-qualified and non-qualified retirement plan clients. (RIA also provides investment advisory and management services to individual and institutional clients, and those services are outlined in a separate brochure specifically tailored to the firm's Wealth Management Division.)

For ERISA-qualified plans, RIA will either serve as the plan's investment advisor pursuant to §3(21) of ERISA (in which case RIA will recommend investment decisions for approval by the plan's named fiduciaries) or as the plan's investment manager pursuant to §3(38) of ERISA (in which case RIA will manage the plan's investment decisions on a discretionary basis). If the plan consists of pooled investments, RIA's services will involve providing advice or management on the actual investment of the plan's assets. However, if the plan consists of participant-directed accounts, RIA's services will involve providing advice or management on the investment options which will be made available to the plan's participants.

In rendering these services, RIA works with the plan's named fiduciaries to evaluate the demographics of the plan's participants to select investment options that are appropriate for their retirement needs based upon ERISA §404(c)'s requirement that participant-directed retirement plans offer a "broad range" of investment options. The plan's named fiduciaries may impose restrictions on the types of investments that may be held by, or offered through, the plan, and those guidelines are typically referenced in the plan's investment policy statement. However, RIA generally does not provide advice regarding the inclusion of the plan's sponsor's stock within the plan.

RIA also offers additional services to its retirement plan clients, including without limitation, assisting the plan's named fiduciaries with drafting the plan's investment policy statement, selecting an appropriate qualified designated investment alternative, and providing investment education and enrollment services for the plan's participants.

As of December 31, 2016, RIA managed approximately \$5,653,000,000 in assets, of which approximately \$4,498,000,000 was managed on a non-discretionary basis and approximately \$1,155,000,000 was managed on a discretionary basis.

Item 5 – Fees and Compensation

RIA charges its fees either on a percentage of assets in the retirement plan or as a flat amount. Those fees are negotiable and vary greatly based upon the size of the plan and the services RIA will be providing. As a result, it is impossible to provide a fee schedule that would be relevant to all retirement plan clients.

Retirement plan clients may decide whether the fees will be paid directly by the plan sponsor or deducted from plan assets. Because RIA's fees are often paid through excess revenue sharing collected by the plan's custodian on mutual funds purchased through the plan, the custodian usually determines whether RIA's fee will be paid in advance or in arrears. However, if the plan sponsor will pay RIA's fee directly, the parties may negotiate when those payments will be due.

Pursuant to §408(b)(2) of ERISA, RIA and other vendors providing services to the plan must disclose all direct and indirect compensation they will receive in exchange for the services they provide to a retirement plan. RIA discloses the services it will provide and the fee it will charge for those services on its written agreement with the retirement plan's sponsor.

RIA's written agreement with the retirement plan sponsors may or may not include the provision of individualized investment advice to the plan's participants regarding the assets in their retirement plan account. In the event that advice is not covered in the written agreement with the plan's sponsor, participants will be required to enter into separate agreements with RIA in order to receive individualized advice.

RIA may utilize the services of a third-party asset manager or vendor to assist it in providing the services requested by the plan under the agreement. In that event, RIA will either require the vendor to enter into its own agreement with the plan or pay the vendor from the fees it collects.

RIA also sponsors the Freedom Trust, which is a trust comprised of retirement plan trusts authorized by the Internal Revenue Service in Revenue Ruling 81-100. The purpose of the trust is to permit smaller retirement plans to band together to obtain superior pricing for record keeping services by maintaining the participating plans' investments on a common platform. Pursuant to the terms of the Declaration of Trust, RIA must serve as a plan's investment advisor or investment manager in order for it to be eligible to participate in the Freedom Trust. In addition, RIA will act as the investment manager for the trust, which means it will have authority to determine the investment options that will be made available to all of the participating plans' employees. However, to avoid any conflict of interest or prohibitive transaction under ERISA, RIA will not be paid a fee for acting as the trust's investment manager.

RIA's advisory fee does not include any applicable taxes; confirmation fees for trades; custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund (as disclosed on the fund's prospectus); fees imposed by variable annuity providers (as disclosed in the annuity contract); certain deferred sales charges; odd-lot differentials; transfer taxes; wire transfer and electronic fund fees, as well as other fees imposed upon brokerage accounts and securities transactions. The plan's administrator is required to provide participants with a disclosure of the costs associated with the investment options offered under the plan, such as mutual fund loads, pursuant to §404(a)(5) of ERISA.

The plan's named fiduciaries may terminate the agreement upon 30 days' prior written notice to RIA, and RIA can terminate the agreement with the same notice to the plan. If the advisory fee had been collected in advance and the agreement is terminated in the middle of a calendar quarter, any unearned fees paid in advance will be refunded to the client on a pro-rata basis.

RIA's investment advisor representatives may also be registered as representatives of Triad Advisors, a securities broker-dealer (member FINRA/SIPC). As a result, these representatives may be able to offer investment products and insurance company annuities for which they would be entitled to a sales commission. However, because that would constitute a conflict of interest, RIA's investment advisor representatives are not permitted to receive any compensation from the broker-dealer or any investment product providers as a result of any services provided or investment products sold to a retirement plan that is a client of RIA, except to the extent those commissions are used to offset RIA's advisory fee.

RIA may pay individuals or entities to refer retirement plan clients to it. However, these agreements are structured to be in compliance with applicable securities laws, which include the requirement of a contract between RIA and the solicitor. Pursuant to that contract, the solicitor is required to provide each potential client with a disclosure statement that describes the specific relationship between RIA and the solicitor – including the compensation that will be paid to the solicitor - prior to or at the time the client enters into an investment advisory or management agreement. However, RIA will not pay a solicitor's fee to any individual or entity that is already acting in a fiduciary capacity with regard to the plan.

Item 6 – Performance-Based Fees and Side-By-Side Management

RIA does not charge performance-based fees (fees based on a share of capital gains on or capital appreciation of the assets of a client) and consequently does not simultaneously manage performance based and non-performance based accounts.

Item 7 – Types of Clients

RIA's Retirement Plan Division provides advisory and management services to 401(k), 403(b), and 457 plans; employee stock option plans ("ESOP"); profit sharing plans; cash balance plans; and pension plans for private and publicly held companies, charitable organizations, and governmental entities.

Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss

For ERISA qualified plans in which participants direct the investments in their accounts, RIA's first concern is to ensure the plan complies with ERISA §404(c)'s requirement for a "broad array" of investment options to enable participants to develop a diversified portfolio. If the plan already has an investment policy statement ("IPS"), RIA analyzes the investment options offered through the plan's platform provider to help ensure there is adequate representation of investment categories for the plan's participants. If the plan does not have an IPS, RIA can work with the plan to draft one to guide the plan fiduciaries' oversight of its investment options.

Once the investment categories are identified, RIA further refines them into the investment styles offered within each category. RIA then analyzes the choices available within each classification based upon investment style (including style consistency), risk and return characteristics, and performance versus the peer group median. Qualitative factors, such as the investment's operating expenses and tenure of its investment manager are also considered. Based upon this analysis, RIA will recommend or select the investment options to be made available to plan participants. Thereafter, RIA scores the various investment options each quarter. Those options that underperform are placed on a "watch list" and, if the underperformance continues, are replaced. RIA also monitors the participants' demographics and utilization of the selected investments to help ensure they have relevant choices and understand how to utilize those options to build a suitably diverse investment portfolio.

By contrast, when RIA is managing a plan's pooled investments, it applies modern portfolio theory to develop an investment strategy that is appropriate for the plan's objectives. Specifically, RIA will consider the plan's current funding status, the demographics of its intended beneficiaries, and annual investment return needs to construct a portfolio that adequately balances the plan's investment risks and growth requirements.

Item 9 – Disciplinary Information

RIA and its “management persons” are required to disclose all material facts regarding any legal or disciplinary events that would be material to the evaluation of the firm or the integrity of its management, such as criminal convictions or violations of securities laws. (A “management person” is generally defined as any of the firm’s principal executive officers and members of the firm’s investment committee.) Neither RIA nor any of its managers are currently subject to, or have ever been subject to, any material events resulting from legal or disciplinary action. The investment advisor representatives working on a client’s account are also required to disclose any such events in their biographies, which are provided in a separate document (ADV Part 2B).

Item 10 – Other Financial Industry Activities and Affiliations

Some of RIA’s investment advisor representatives are also registered representatives of Triad Advisors, an introducing broker-dealer (member FINRA/SIPC) and, in that capacity, may recommend securities transactions for individuals or entities who are also clients of RIA. In that event, Triad Advisors will pay these individuals a portion of the brokerage commissions received for products they sell. However, because this creates a conflict of interest, if Triad Advisors is the broker for a plan for whom RIA is providing investment advice, neither RIA nor its investment advisor representatives are permitted to receive any brokerage commissions generated from the plan’s investments, except to the extent those commissions are used to offset RIA’s advisory fee.

RIA may have relationships with banks, accounting firms, and other entities that have agreed to provide client referrals, including retirement plans. This also creates a potential conflict of interest. However, before RIA will pay a referral fee, it will enter into a solicitor’s agreement with that entity or individual and require the solicitor to provide each prospective client with a solicitor’s disclosure form, which details the arrangement. If the solicitor is already acting in a fiduciary capacity with regard to the plan, though, RIA will not pay the solicitor’s fee, as these could be deemed a violation of the solicitor’s fiduciary duties.

Item 11 – Code of Ethics

Code of Ethics

In compliance with Rule 204A-1 of the Investment Advisers Act, RIA has adopted a Code of Ethics expressing the firm’s commitment to ethical conduct. The Code of Ethics describes the firm’s fiduciary duties and responsibilities to clients by requiring compliance with applicable securities laws, including those that protect the confidentiality of client information, require the reporting of personal securities transactions, and prohibit trading on insider information. Each of RIA’s “supervised persons” is required to acknowledge receipt of the firm’s Code of

Ethics within ten (10) business days of joining the firm. In addition, each supervised person is required to annually acknowledge that their continued employment is contingent upon their compliance with its terms. RIA will provide a complete copy of its Code of Ethics to any client upon request.

Trading Conflicts of Interest

RIA's supervised persons are permitted to buy or sell securities for their personal accounts that are identical to transactions recommended to clients. However, in order to address potential conflicts of interest, RIA prohibits its supervised persons from trading a security in their personal accounts if they reasonably believe the security will be purchased or sold in a client's account until the completion of all anticipated trading in that security for client accounts has occurred during that day.

RIA also requires that all of its supervised persons disclose their holdings of reportable securities annually and transactions in reportable securities each quarter. ("Reportable securities" do not include shares of mutual funds or government-issued securities.) Those reports are then reviewed by the firm's Chief Compliance Officer to ensure its supervised persons are not engaging in "front-running" or other prohibited acts which put their interests ahead of those of RIA's clients. RIA also requires its supervised persons to obtain prior approval from its Chief Compliance Officer before investing in any limited investment opportunities (i.e., initial public offerings or shares in a thinly traded security) so they do not appropriate a trading opportunity that should rightfully belong to RIA's clients. Finally, before a supervised person can invest in a publicly-held company that is a retirement plan client of RIA, the supervised person must confirm that any trading decision is not based upon nonpublic, insider information.

Item 12 – Brokerage Practices

Unless they are just starting up, most retirement plan clients already have established relationships with a custodian, broker, and recordkeeper, which may be the same or different entities. Those plans that do not have these relationships in place are required to select a broker-dealer, investment company, or another financial institution that meets the definition of a "qualified custodian" under Rule 206(4)-2(c)(3) of the Investment Advisors Act and recordkeeper through which RIA will monitor the assets in the plan. RIA can provide retirement plan clients with recommendations for vendors who can serve these needs at the plan fiduciaries' request.

In the event a broker-dealer is selected as the custodian of a retirement plan account consisting of pooled assets, RIA will process all trades in the account through that custodian. As a result, clients may pay higher commissions and other transaction costs, or receive less favorable net prices on transactions. For plans consisting of participant-directed investment accounts, RIA

will have little, if any, involvement in facilitating transactions within those accounts and the plan's named fiduciaries will have sole authority to select the broker(s) for those accounts.

RIA has developed relationships with entities that provide brokerage, custodial, and recordkeeping services to retirement plans. Those entities may also provide RIA products and services that assist RIA in its servicing of its retirement plan clients, such as investment research, software and other technology that provide access to client account data, pricing and other market data, facilitate payment of our fees from our clients' accounts, assistance with back-office functions, compliance, recordkeeping, and client reporting; as well as paying for attendance at educational conferences and sponsoring client marketing functions. For example, because Triad Advisors oversees RIA's activities, it offers other services intended to help the firm manage and further develop our business, including consulting on its technology, compliance, legal, and business needs.

RIA's receipt of these benefits may create a conflict of interest because the receipt of these benefits may make it more likely that RIA will recommend these companies to serve as the broker, custodian, or recordkeeper for a retirement plan if it requests such recommendations. However, RIA believes its recommendation of these companies to serve as the custodians and brokers on clients' accounts is in the clients' best interests, based upon the scope, quality, and price of their services that benefit them, as opposed to the services that benefit only RIA.

Item 13 – Review of Accounts

For plans with participant-directed investment accounts, RIA benchmarks the investment options offered within the plan each quarter. RIA also conducts regular investment review meetings with the plan's Investment Committee on a quarterly, semi-annual, or annual basis, depending upon the size of the plan and the preferences of the plan's named fiduciaries. During those reviews, RIA informs the named fiduciaries of each investment's performance and utilization, as well as whether RIA is recommending its replacement (or has replaced the investment where it has discretionary authority as the plan's investment manager).

If RIA is managing the pooled investments of the plan, the performance of those investments will be monitored by RIA's Investment Allocation Committee and the investment advisor representative on the account. RIA will conduct regular investment review meetings with the plan's named fiduciaries pursuant to the schedule agreed upon in the parties' agreement. However, additional reviews may be triggered by the client's specific request or by a change in market or economic conditions.

All retirement plan clients are reminded that it remains their responsibility to advise RIA of any changes in their investment objectives or specific guidelines within their investment policy statements.

Item 14 – Client Referrals and Other Compensation

As noted in Item 12, above, RIA receives economic benefits from entities that serve as the custodian, broker, and/or recordkeeper for retirement plans, including plans that are customers of RIA, in the form of the support products and services that are made available to us. However, these offers of products and services are not based on the willingness of RIA or its investment advisor representatives to provide any particular investment advice to retirement plan clients, such as recommendations to purchase or include any particular securities products.

Because RIA will be acting in a fiduciary capacity when it is serving as the plan's investment advisor or investment manager, RIA does not receive any direct or indirect compensation from product and service providers for the investment products it recommends, except to the extent those sources are used to offset the compensation RIA is due under its agreement with the plan. However, RIA and its investment advisor representatives may receive direct or indirect payments from third parties. This compensation may include payments for RIA's investment advisor representatives and/or other associated persons to attend educational and marketing seminars, gifts valued at less than \$100 annually, an occasional meal, or ticket to a sporting event. In addition, investment product and service providers may sponsor educational seminars and/or client marketing events conducted by RIA. However, such compensation may not be tied to the sales of any products. RIA maintains records of all such payments, and those records are available for inspection at a client's request.

As referenced above, RIA may pay individuals or entities to refer clients to us, including retirement plans. However, these agreements are structured to be in compliance with applicable securities laws, which include the existence of a formal contract between RIA and the solicitor. Pursuant to that contract, the solicitor is required to provide each potential client with a disclosure statement, which describes the specific relationship between RIA and the solicitor – including the compensation that will be paid to the solicitor - prior to or at the time the client enters into an investment advisory or management agreement. However, if the solicitor is already acting in a fiduciary capacity with regard to the plan, though, RIA will not pay the solicitor's fee, as these could be deemed a violation of the solicitor's fiduciary duties.

Item 15 – Custody

RIA does not hold client assets. Instead, retirement plan clients are required to designate a third party "qualified custodian" who will hold the assets. If RIA is serving as the plan's investment manager or is managing the plan's pooled assets, the management agreement between the parties will include a limited power of attorney to permit RIA to either select the investment options to be made available to participants through the plan or to initiate transactions regarding the pooled assets on a discretionary basis. However, the power of attorney will not include authority to withdraw any plan assets. RIA's advisory fee may be paid

directly from plan assets, but the plan must authorize its custodian to process those automatic withdrawals and payments to RIA.

Item 16 – Investment Discretion

As noted above, RIA may act as either the investment advisor or investment manager for a retirement plan client. If RIA is acting as the investment manager for a plan consisting of pooled assets, it will have the discretionary authority to initiate investment transactions of the plan's assets. If RIA is acting as the investment manager for a plan in which participants direct their own investments, it will have the authority to add, remove, or replace the investment options offered through the plan without prior notification to, or the consent of, the plan's named fiduciaries.

However, RIA will make these decisions consistent with the plan's investment objectives, as noted in its investment policy statement or as communicated to RIA during its discussions with the plan's named fiduciaries. In addition, retirement plan clients may designate specific restrictions on the investments to be held or offered through the plan on the management agreement and are to notify RIA of any changes they want to make to those restrictions encouraged each calendar quarter.

Item 17 – Voting Client Securities

RIA will not accept authority vote on securities held in client accounts (i.e., proxy requests). In addition, it does not take any action or render advice with respect to the voting of proxies, unless required by law.

Item 18 – Financial Information

Registered investment advisors are required in some cases to provide certain financial information and or disclosures about financial condition. For example, if RIA required clients to prepay advisory fees six months or more in advance, had a financial condition that was reasonably likely to impair its ability to meet its contractual commitments to its clients, or had been the subject of a bankruptcy petition during the past ten (10) years, it would be required to include certain financial information and make disclosures. However, none of these factors is applicable to RIA, so no such disclosures are necessary.