

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– January 8, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Approval of the December 26, 2023 open meeting minutes.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Water Softener:

Pension Submission:

New business:

Ambulance Bill:

Audit Questionnaire:

Training Prop:

Uniform Policy:

Attorney's Report:

Shop Steward's Report:

Chief's Report: 2023 Run Report

Misc. New Business:

Closed Session: (1), (3), (9)

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (January 22, 2024) at 6:30 p.m.

Adjourn Meeting

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting

Minutes– December 26, 2023, 6:30 PM

Fire Station 2, 47 Crescent Ave

Meeting to Order:

Attendance: Director Webster, Director Wilburn, Director Schmitt, Chief Polk, Attorney McLaughlin (telephone), Rick Rognan, John Weffelmeyer, Kyle Wilken, Kathleen Roland, Staff members.

Pledge of Allegiance: Led by Director Webster

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the December 11, 2023 open and closed meeting minutes: **A motion was made to approve the October 23, 2023 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the December 18, 2023 text/email minutes: **A motion was made to approve the October 23, 2023 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: **A motion was made to approve the accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: **A motion was made to approve the bond payables. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment: None

Old business:

Parking Lot: Chief Polk explained the parking lot calculations. These numbers will be brought to the next meeting.

Snow plowing, grass cutting RFP: No bids were received for either of the RFPs. **A motion was made to remain with the current providers. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

GEMT: Chief Polk advised that the GEMT filing has been done.

Pension Update: The substantial change report was received from Milliman. A discussion was had regarding this and posting the changes. Putting together a plan restatement was also discussed. Chief and attorney McLaughlin will work on this.

New business:

Finance Report: Rick Rognan gave the finance report.

2024 Budget Resolution: The proposed budget for 2024 was reviewed. **A motion was made to adopt the 2024 budget as presented. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Annual HSA Payment: Chief advised that the HAS payment will go out in January.

Uniforms: Chief Polk advised that there is a delay with the latest uniform order. He is requesting to carry over each employee's remaining clothing allowance to 2024 to pay for this order. **A motion was made to carry over any remaining clothing allowance to 2024. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.** A uniform policy update is also being worked on and will be brought to the next meeting.

Water Treatment: The Chief advised that the water heaters are creating sediment from the hard water and a softener is needed. He was advised to bring the cost back to the board.

STARS Renewal: Chief spoke regarding the STARS renewal. Attorney McLaughlin advised he had reviewed and is ok with the renewal. **A motion was made to approve the STARS renewal. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Attorney's Report: None

Shop Steward's Report: None

Chief's Report: Thank You Letters, Chief reviewed the thank you letters.

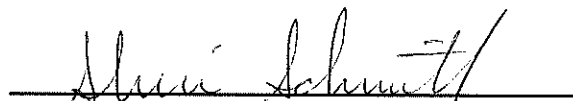
Misc. New Business: None

Closed Session: None

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

A motion was made to set the next board meeting for Monday, (January 8, 2024) at 6:30 p.m. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

Motion to Adjourn Meeting. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.



Director Schmitt

Brueggemann Plumbing
3209 Massey Ford Road
Union, MO 63084

	Estimate #
1/3/2024	2145

Name / Address
Valley Park FPD 47 Crescent Ave. Valley Park, MO

			Project
Description	Qty	Rate	Total
Furnish and install Custom Care C43 1.5" Water Softener with external bypass. Includes- All needed supplies and material to complete installation 1 Pallet (49 Bags) of Solar Salt		5,427.40	5,427.40
		Total	\$5,427.40

DATE _____

Signature _____



2015 Lemay Ferry Rd.
St. Louis, MO 63125
phone (314) 487-4564
fax (314) 487-4427
biegplumbing.com

"Since 1960"

To: Valley Park Fire Protection District
47 Crescent Avenue
Valley Park, Missouri 63088

Date: December 28, 2023

Ref:
WO#: 216595

We propose the following:

Remove existing electronic descaler.
Furnish and install new HALO Zero Maintenance 2" 5-stage water treatment system with bypass.
Install new discharge line to existing floor drain.

Labor and Material \$13,550.00

*** Credit Card Payments subject to 3% processing fee ***

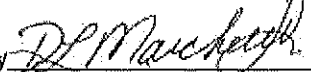
*** Click [here](http://biegplumbing.com) or go to: biegplumbing.com and Click "Pay Bill" to pay online by Credit Card or E-Check ***

Any alteration or deviation from the above specifications involving extra cost of material or labor will become an extra charge over the sum mentioned in this contract. This contract is contingent upon acts of God and public enemy, accidents, strikes, and other delays beyond our control. If this proposal includes excavation work, this contract is also contingent upon the execution by you of our Release and Indemnification Form.

This Proposal expires 60 days from above date.

Terms: 50% down payment with signed contract

Respectfully submitted,
BIEG PLUMBING COMPANY, INC.

By 

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: You are hereby authorized to furnish all materials and labor to complete work mentioned in the above proposal, for which I agree to pay the amount mentioned and according to the terms. If I do not pay Bieg Plumbing Company, Inc. (the "Company") the amount due set forth above, and the Company is required to retain an attorney to collect the amount due, I agree to pay reasonable attorneys' fees and court costs incurred in connection with the Company's efforts to collect the amount due:

Date _____ By _____
Owner's/Contractor's Signature

📍 **Saint Louis, Missouri**
6240 S. Lindbergh Blvd Ste 101
Saint Louis, MO 63123

📞 (314) 845-7999
📠 (314) 845-7770
🌐 www.afewcpas.com



📍 **Columbia, Illinois**
205 S. Main
Columbia, IL 62236

📞 (618) 281-4999
📠 (618) 281-9533
🌐 www.afewcpas.com

January 2, 2024

Valley Park Fire Protection District Board of Directors

Dear Directors:

As a part of our 2023 audit procedures for the Valley Park Fire Protection District, we would like to make inquiries of you about the risks of fraud in your organization.

Attached is a Fraud Inquiry that I am asking you to complete and mail or e-mail (leslie@fewcpas.com) back to our office

If you have any questions regarding the explanation or the questionnaire, please contact our office. If you prefer to provide your responses verbally, we would be happy to meet with you in person or to discuss via a telephone conversation.

Sincerely,

Leslie Gregory

Leslie Gregory, CPA

**VALLEY PARK FIRE PROTECTION DISTRICT
FRAUD INQUIRIES OF THE BOARD OF DIRECTORS
DECEMBER 31, 2023**

1. Do you believe the District currently has controls and systems in place to prevent a significant fraud from occurring?

____ Yes ____ No If **no**, please indicate the areas of weakness.

2. Are you aware of any known cases, allegations or suspicions of financial fraud within or related to the District? Limit your response to the time period of January 1, 2021 through the date of your response.

____ Yes ____ No If **yes**, please explain the nature of the event, who was involved, how it was discovered, and the current status of the case.

3 . Are you aware of the presence of any motives, pressures or incentives that are present within the organizations or applicable to any employee or other individual that would contribute to material fraudulent financial reporting or misappropriation of assets?

____ Yes ____ No If **yes**, please elaborate.

4. Are you aware of any non-compliance with any laws and regulations or Federal grant agreements?

____ Yes ____ No If **yes**, please elaborate.

Signature

Valley Park Fire Protection District

Purchase Request Form



Vendor#:

Company: Firehouse Innovations

Address: 47 Locust St

City: Bayport

State: NY

Zip: 11705

Telephone: (631)390-9461

Email: firehouseli@aol.com

Website: firehouseinnovations.com

Date:
01/08/2024

**PURCHASE REQUESTS MUST BE
APPROVED BEFORE A PURCHASE
ORDER WILL BE ISSUED**

Requested By:
AC VanGaasbeek

Budget Source:
Training
Budget

Department/Division: (training,
operations, EMS, admin. etc.)
Training

Job or Project Name:
Forcible Entry Door
Prop

Previous Supplier
Yes ☐ No ☒

QUANTITY	ITEM NUMBER	ITEM DESCRIPTION TO BE PURCHASED	UNIT PRICE	TOTAL
1		Forcible Entry Door	\$6990.00	\$6990
1		Wheel System	\$795	\$795
		Shipping		\$1040.00
			TOTAL:	\$8825.00

PURCHASING DEPARTMENT USE ONLY

DATE ORDERED

P.O. NUMBER

APPROVED BY

Description of the Project

(Use this space to give a detailed description of the project. Pictures can be included)



This purchase Request is for the acquisition of a Forcible Entry Door Prop. this project has been under review since last summer. While other districts and departments have door props, it is difficult to schedule time when they are not in use or the prop has been so well used that it does not offer a realistic simulation. This model and style of door has been used by other districts in the area and has provided the mos realistic approach to training on forcible entry.

3 quotes and product information were obtained during this process and the Firehouse Innovations door was selected by the Truck and Equipment committee to be the door that would best serve the needs of the district. It is the mid range prop as pricing is concerned. The major advantage that this prop has over the others is its ability to be disassembled and reassembled in a short time frame. Another advantage for this prop that appeal to the committe is the wheels which make the prop movable.

Upon approval this prop can be delivered within a 2 month time frame.

Quotes: shipping Included

Firehouse Innovations	\$8,825
East Coast Rescue Solutions	\$10,225
Staubs FE	\$8,500

(If multiple Bids Obtained list them in space provided. Include Vendor Name and Contact info as well as bid amount. Remember to include all associated costs with each.)

Project time to completion: (Ex. 4 hours)

Projected Date of Completion: **April 1,2024**

Please submit this completed form and any accompanying documents by email to Assistant Chief

Firehouse Innovations LI

47 Locust Street
Bayport, NY 11705
631-390-9461
Firehouseli@aol.com
www.firehouseinnovations.com



Price Quote

ADDRESS	SHIP TO	PRICE QUOTE
Greg Pottgen	Greg Pottgen	2793
Valley Park Fire Protection District	Valley Park Fire Protection District	DATE 12/11/2023
St. Louis, MO 63119	St. Louis, MO 63119	EXPIRATION 02/11/2024
		DATE

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Forcible Entry Door	Multi-Force Door (The Blue Door)- train your members using every technique which applies to inward-opening doors, outward-opening doors, left-hand and right-hand swinging door, with metal or wood jambs. We have TWO swinging doors. Having both left and right-hand swinging doors gives the firefighter tremendous advantage in being able to practice the different ways that the gapping technique and spiking techniques are applied depending on the swing of the door.	1	6,990.00	6,990.00
	Wheel System	Attachable & removable wheel system that allows your door to be mobile!	1	795.00	795.00

Doors can also be picked up at our facility. (West Babylon, NY 11704).	SUBTOTAL	7,785.00
Inquire about our Training Classes!	SHIPPING	1,040.00
	TOTAL	\$8,825.00

*Shipping rate includes handling.
*Liftgate service and scheduled delivery is included.

If you would like to discuss further as to why your department should go with OUR Forcible Entry Door, please feel free to call Gianni directly at 516-462-0355

Accepted By

Accepted Date



East Coast Rescue Solutions

4940 Merrick Road Suite 172
Massapequa Park, NY 11762

Quote

Date	Estimate #
11/2/2023	6183

Name / Address
Valley Park Fire Protection District 47 Crescent Ave Valley Park, MO 63088

Ship To
Valley Park Fire Protection District 47 Crescent Ave Valley Park, MO 63088

P.O. No.	Terms	Due Date	Rep
		11/2/2023	CM

Description	Qty	Rate	Total
East Coast Rescue Solutions Forcible Entry Door Simulator. Door Features: GEN 3 DOOR Inward and outward swinging forces Drop Bar Forcible Entry Cutting or Spiking of Carriage Bolts Plunge Cutting with K12 Full Door Stop 65" Three Locks for varying degrees of difficulty Replaceable Door Sleeve and Jamb for added longevity Fixed bracket to mount walls for restricted space FE Can be disassembled for easy transport. Adjustable door gap All In-One Prop Receivers Professionally powder coated Optional dolly system available for easy transport One year warranty Includes Operational Guide and Videos ECRS GEN3 Door with out the Drop Bar- \$6900	1	7,200.00	7,200.00

Contact us with any questions. Chris Minichiello
917-886-2579.
www.eastcoastreduresolutions.com

Total



East Coast Rescue Solutions

4940 Merrick Road Suite 172
Massapequa Park, NY 11762

Quote

Date	Estimate #
11/2/2023	6183

Name / Address
Valley Park Fire Protection District 47 Crescent Ave Valley Park, MO 63088

Ship To
Valley Park Fire Protection District 47 Crescent Ave Valley Park, MO 63088

P.O. No.	Terms	Due Date	Rep
		11/2/2023	CM

Description	Qty	Rate	Total
East Coast Rescue Solutions All-In One Props. **OPTIONAL** These props give you the advantage of having all your forcible entry needs on one simulator. With the All-In One props you get our hinge pulling/cutting, rebar cutting station, padlock cutting Prop and the Thru-the-Lock prop that mount right on to our Forcible Entry Door. These props allow you to vary the height of each teaching station so your firefighters can hone their skills with real world applications. Prop Includes: 2 - Hinge Pulling/Cutting Stations - 1 - Rebar Cutting/Burning Stations - 1 - Padlock Cutting Prop with Shackle Bending Jig - Included 1 - Lock Pulling Station (Thru-the-Lock) - Commercial Mortise - (no consumables with milled lock cylinder)	1	2,400.00	2,400.00
Drop Ship door to Valley Park, MO 63088 Liftgate and call ahead service provided	1	655.00	655.00

Contact us with any questions. Chris Minichiello
917-886-2579.
www.eastcoastreduresolutions.com

Total

\$10,255.00



Valley Park Fire Protection District Policy Manual



Title: Dress Code

Policy Number: 2018-6

Effective Date: January 1, 2020

Revised Date: ~~December 26, 2023~~ January 27, 2020

UNIFORM DESCRIPTION AND REGULATION.

All employees on duty must be in Uniform.

The uniform will be divided into 4 categories.

- Class A: Dress Uniform to be worn for formal occasion or as deemed appropriate. Can be worn without Coat and Hat, the class A uniform is to be worn by all members when representing the Fire District at any Civil or Criminal Court or unless otherwise ordered by the Chief of the District.
- Class B: Upgraded Duty Uniform, Badge Shirt. (daily uniform for Administration does not include civilian employees). Worn when interacting with Public or Captains Discretion i.e. Inspections, PR Events
- Duty: Normal daily operations
- Physical Training (PT): While performing physical fitness training. This uniform only allowed just before, during, and directly after PT. May be worn while responding to emergency or non-emergency incidents.

The list below is current approved uniform apparel

FOOTWEAR:

Class A: High gloss Oxford, Black

Class B: High gloss Oxford, duty Oxford, Station Boot, Black

Duty: Station Boot, Duty Oxford, Athletic (With t-shirt only), Black

PT: Athletic style shoe

Station Boot: Black, Slip resistant sole, Shank Protection, minimum $\frac{3}{4}$ top

Duty Oxford: Black, Slip resistant sole

Athletic Style: Personal Choice, slip resistant sole, Black

Note: Duty Oxford or Athletic style shoe to be worn with Duty shorts. No Boots

~~*Approved Vendor: Chuck's Boots, Red Wing, Leon Uniform. (any vendor for PT shoe)~~



Valley Park Fire Protection District Policy Manual



PANTS:

Class A: Flying Cross Brand, Navy

Class B/Duty Long pant: Cargo or Straight leg style, Navy

Class B/Duty Shorts: Cargo style Navy

PT Sweatpants: Navy, no stripes or designs.

PT Shorts: Navy no stripes or designs

~~*Approved Vendor: Class A, B, and Duty pants/shorts is Leon Uniform~~

~~PT Uniform is R&R~~

SHIRTS:

Class A: Button Down Badge LS, White or Navy

Class B: Button Down Badge SS/LS, Polo SS, White, ~~or Navy~~, or Gray

Duty: Button Down Badge SS/LS, Polo SS, T-Shirt SS/LS White, ~~or Navy~~, or Gray

PT: T-Shirt SS/LS, Crew neck Sweatshirt, White or Navy

~~Approved Vendor: Leon Uniform for Badge and Polo (No Embroidery), R&R for T shirt,
Sweatshirt and embroidery of Poles~~

HATS:

Class A: Stovepipe Style White or Navy with rank appropriate emblem center mass

Class B: Stocking style in inclement weather only Navy

Duty: Baseball Style, Stocking style, Navy

PT: Baseball style, Stocking style, Navy

Only District approved Logo with name on back.

Note: Stocking Style can be either Beanie type or traditional stocking style, Baseball hat is to be worn with bill forward facing only.

~~Approved Vendor: Leon Uniform for Class A, R&R for all others~~

ACCESSORIES:

Class A: Belt black with gold or silver buckle. Ties black long no bowties, Badge rank appropriate Left chest, Name Plate on shirt Only right chest, rank appropriate collar insignia.

Class B: Belt Black with Gold or silver buckle, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.

Duty: Belt Black ~~with Gold or silver buckle~~, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.



Valley Park Fire Protection District Policy Manual



PT: PT uniform has no accessories

Socks: Black.

~~Approved Vendor: Leon Uniform for belts, ties, and collar insignia, for badge and nameplates see Admin.~~

Note: Multitool pouch approved to be worn on Class B and Duty uniforms

OUTERWEAR:

COAT/JACKET:

Class A: Double Breasted polyester gold or silver buttons rank appropriate, Navy, ~~nameplate is not worn on this garment.~~

Class B: Carhart Style, 5.11 duty jacket, 5.11 Pullover

Duty: Carhart style, 5.11 duty Jacket, 5.11 Pullover

PT: officer discretion

PULLOVER/SWEATSHIRT:

Class A: None approved at this time

Class B: ¼ zip Job shirt style, Navy, 5.11 or similar brand

Duty: ¼ zip Job shirt style, Navy, 5.11 or similar brand

PT: Crewneck Sweatshirt Navy, ¼ zip Job shirt style, Navy, 5.11 or similar brand

Note: Class A Coat shall have ranking stripes with years of service insignia as well

~~Approved Vendor: Leon Uniform for ¼ zip Jobshirts 3 types, Carhart, and Softshell Duty jacket (No embroidery, R&R for embroidery)~~

*Approved Vendors: Chuck's Boots, Red Wing, Leon Uniform, any other vendor as approved by administration.

*Specialty themed shirts (Cancer awareness, military), may be worn as approved by administration.

Only Valley Park Fire Protection District approved uniforms and Logos will be allowed to be worn during tour of duty. It is the responsibility of Officer in charge to insure the maintenance of a professional appearance by personnel under their supervision.



Valley Park Fire Protection District Policy Manual



Valley Park Fire Protection District patches to be located on left sleeve. The top of patch to be one inch (1") down from shoulder seam and centered. IAFF patch to be located on the right sleeve, one inch (1") down from shoulder seam and centered. The American flag patch may be used in place of the IAFF patch.

Polo Shirts may bear the 1" "I.A.F.F." logo just above the right hem.

Badges (V.P.F.P.D.) will be located on left side of shirt over top of the pocket flap.

District employees may wear closed faced type insignias for proper rank color gold or silver on each shirt collar. Only the most recent service pin may be worn.

No apparel, other than that authorized by the District, may be worn in conjunction with the uniform.

All shirts must be tucked.

Rolling sleeves up on Long Sleeve Badge shirt is not permitted.

All employees will be required to have one change of uniform on Fire Station premises.

The officer in charge may change the dress code for the day and particular training evolutions.

Uniforms shall be maintained by the member in a clean, neat and mended condition. Company officers shall be held strictly responsible for compliance by members of their command.

Members are expressly prohibited from wearing the uniform or any part thereof while off duty. Members are permitted to wear uniforms to church and organizations to which the Fire District belongs, and any public relation function that the District is part of.

Members may request in writing to the Shift Officer of the District, for replacement of any part of the uniform or item of protective clothing which was damaged or lost because of fire or emergency provided such loss or damage was not incurred because of the individual's carelessness.

Radio_Name	TotalIncidents	AvgCallsPerDay
1927	1073	2.94
1917	756	2.07
1914	674	1.85
1922	509	1.39
1997	419	1.15
1925	396	1.08
1900	69	0.19
1901	65	0.18
1907	50	0.14
1994	49	0.13
1904	8	0.02
19U1	5	0.01
19B1I	3	0.01
1959	3	0.01
1902	1	0
19B1	1	0

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– January 22, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Approval of the January 8, 2024 open and closed meeting minutes.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Water Softener:

Audit Questionnaire:

Uniform Policy:

New business:

Finance Report:

MOSIP: Renewal

Milliman 2024 Cost:

Attorney's Report:

Shop Steward's Report:

Chief's Report: MACFPD Conference, IFEBP certification

Misc. New Business: Thank you letter

Closed Session: (1), (3), (9)

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (February 12, 2024) at 6:30 p.m.

Adjourn Meeting

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Minutes— January 8, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order: 6:30 PM

Attendance: Director Webster, Director Wilburn, Director Schmitt, AC VanGaasbeek, Deputy Chief Poleski, Attorney McLaughlin, John Weffelmeyer, Kyle Wilken, Kathleen Roland, Staff members.

Pledge of Allegiance: Led by Director Webster

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the December 26, 2023 open meeting minutes. **A motion was made to approve the December 26, 2023 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: **A motion was made to approve the accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: **A motion was made to approve the bond payables. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment: None:

Old business:

Water Softener: AC VanGaasbeek presented the directors with two bids. The directors asked for additional bids and will address this at the next meeting.

Pension Submission: Attorney McLaughlin notified the board the pension was submitted, and documents have been posted and after 45 day it will go into effect.

New business:

Ambulance Bill: DC Poleski had received a call regarding a call in Metro West District for a medical emergency. He is requesting his balance to be adjusted as he is a non-resident. Directors asked that the neighboring districts get together regarding this on mutual aid and get a policy in place for situations like this for all residents and all be on the same page.

Audit Questionnaire: FEW had sent over the packet for the 2023 Audit which included the Questionnaire for the directors to fill out.

Training Prop: Over the past year truck and equipment one of the items they were interested in was forcible entry prop form training budget. **A Motion was made to purchase the forcible entry prop. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Uniform Policy: Adjustments made to the policy wording. Some wording will be adjusted for the for the next meeting.

Attorney's Report: None

Shop Steward's Report: None

Chief's Report: 2023 Run Report: AC VanGaasbeek reported the total runs in 2023 2695.

Misc. New Business: DC Poleski spoke regarding the microwave that went out at house 2. The directors approved the purchase of the microwave under the cost of 700.

DC Poleski spoke of the washing machine at house 1 breaking. **A Motion was made to purchase the new washer and Dryer. 1st Director Webster 2nd Director Wilburn. Motion passed 3-0.** The directors approved the purchase of new washer and dryer from Slyman Bros.

Closed Session: (1), (3), (9) A motion was made to enter closed session. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

(1) Legal actions, causes of action or litigation involving a public governmental

body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

The meeting opened back to the public with no one present.

A motion was made to set the next board meeting for Tuesday, (January 22, 2024) at 6:30 p.m. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

Motion to Adjourn Meeting. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

Director Schmitt



2015 Lemay Ferry Rd.
St. Louis, MO 63125
phone (314) 487-4564
fax (314) 487-4427
biegplumbing.com

"Since 1960"

To: Valley Park Fire Protection District
47 Crescent Avenue
Valley Park, Missouri 63088

Date: December 28, 2023

Ref:
WO#: 216595

We propose the following:

Remove existing electronic descaler.
Furnish and install new HALO Zero Maintenance 2" 5-stage water treatment system with bypass.
Install new discharge line to existing floor drain.

Labor and Material \$13,550.00

*** Credit Card Payments subject to 3% processing fee ***

*** Click [here](http://biegplumbing.com) or go to: biegplumbing.com and Click "Pay Bill" to pay online by Credit Card or E-Check ***

Any alteration or deviation from the above specifications involving extra cost of material or labor will become an extra charge over the sum mentioned in this contract. This contract is contingent upon acts of God and public enemy, accidents, strikes, and other delays beyond our control. If this proposal includes excavation work, this contract is also contingent upon the execution by you of our Release and Indemnification Form.

This Proposal expires 60 days from above date.

Terms: 50% down payment with signed contract

Respectfully submitted,
BIEG PLUMBING COMPANY, INC.

By DP MacEachron

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: You are hereby authorized to furnish all materials and labor to complete work mentioned in the above proposal, for which I agree to pay the amount mentioned and according to the terms. If I do not pay Bieg Plumbing Company, Inc. (the "Company") the amount due set forth above, and the Company is required to retain an attorney to collect the amount due, I agree to pay reasonable attorneys' fees and court costs incurred in connection with the Company's efforts to collect the amount due:

Date _____ By _____
Owner's/Contractor's Signature

Brueggemann Plumbing

3209 Massey Ford Road
Union, MO 63084

	Estimate #
1/3/2024	2145

Name / Address
Valley Park FPD 47 Crescent Ave. Valley Park, MO

			Project
Description	Qty	Rate	Total
Furnish and install Custom Care C43 1.5" Water Softener with external bypass. Includes- All needed supplies and material to complete installation 1 Pallet (49 Bags) of Solar Salt		5,427.40	5,427.40
		Total	\$5,427.40

DATE _____

Signature _____



Valley Park Fire Protection District Policy Manual



Title: Dress Code

Policy Number: 2018-6

Effective Date: January 1, 2020

Revised Date: ~~January 22, 2024~~ January 27, 2020

UNIFORM DESCRIPTION AND REGULATION.

All employees on duty must be in Uniform.

The uniform will be divided into 4 categories.

- Class A: Dress Uniform to be worn for formal occasion or as deemed appropriate. Can be worn without Coat and Hat, the class A uniform is to be worn by all members when representing the Fire District at any Civil or Criminal Court or unless otherwise ordered by the Chief of the District.
- Class B: Upgraded Duty Uniform, Badge Shirt. (daily uniform for Administration does not include civilian employees). Worn when interacting with Public or Captains Discretion i.e. Inspections, PR Events
- Duty: Normal daily operations
- Physical Training (PT): While performing physical fitness training. This uniform only allowed just before, during, and directly after PT. May be worn while responding to emergency or non-emergency incidents.

The list below is current approved uniform apparel

FOOTWEAR:

Class A: High gloss Oxford, Black

Class B: High gloss Oxford, duty Oxford, Station Boot, Black

Duty: Station Boot, Duty Oxford, Athletic (With t-shirt, sweat shirt, and job shirt), Black

PT: Athletic style shoe

Station Boot: Black, Slip resistant sole, Shank Protection, minimum $\frac{3}{4}$ top

Duty Oxford: Black, Slip resistant sole

Athletic Style: Personal Choice, slip resistant sole, Black

Note: Duty Oxford or Athletic style shoe to be worn with Duty shorts. No Boots

~~*Approved Vendor: Chuck's Boots, Red Wing, Leon Uniform. (any vendor for PT shoe)~~



Valley Park Fire Protection District Policy Manual



PANTS:

Class A: Flying Cross Brand, Navy

Class B/Duty Long pant: Cargo or Straight leg style, Navy

Class B/Duty Shorts: Cargo style Navy

PT Sweatpants: Navy, no stripes or designs.

PT Shorts: Navy no stripes or designs

~~*Approved Vendor: Class A, B, and Duty pants/shorts is Leon Uniform~~

~~PT Uniform is R&R~~

SHIRTS:

Class A: Button Down Badge LS, White or Navy

Class B: Button Down Badge SS/LS, Polo SS, White, ~~or Navy~~, or Gray

Duty: Button Down Badge SS/LS, Polo SS, T-Shirt SS/LS White, ~~or Navy~~, or Gray

PT: T-Shirt SS/LS, Crew neck Sweatshirt, White or Navy

~~Approved Vendor: Leon Uniform for Badge and Polo (No Embroidery), R&R for T shirt,
Sweatshirt and embroidery of Poles~~

HATS:

Class A: Stovepipe Style White or Navy with rank appropriate emblem center mass

Class B: Stocking style in inclement weather only Navy

Duty: Baseball Style, Stocking style, Navy

PT: Baseball style, Stocking style, Navy

Only District approved Logo with name on back.

Note: Stocking Style can be either Beanie type or traditional stocking style, Baseball hat is to be worn with bill forward facing only.

~~Approved Vendor: Leon Uniform for Class A, R&R for all others~~

ACCESSORIES:

Class A: Belt black with gold or silver buckle. Ties black long no bowties, Badge rank appropriate Left chest, Name Plate on shirt Only right chest, rank appropriate collar insignia.

Class B: Belt Black with Gold or silver buckle, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.

Duty: Belt Black ~~with Gold or silver buckle~~, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.



Valley Park Fire Protection District Policy Manual



PT: PT uniform has no accessories

Socks: Black.

~~Approved Vendor: Leon Uniform for belts, ties, and collar insignia, for badge and nameplates see Admin.~~

Note: Multitool pouch approved to be worn on Class B and Duty uniforms

OUTERWEAR:

COAT/JACKET:

Class A: Double Breasted polyester gold or silver buttons rank appropriate, Navy, ~~nameplate is not worn on this garment.~~

Class B: Carhart Style, 5.11 duty jacket, 5.11 Pullover

Duty: Carhart style, 5.11 duty Jacket, 5.11 Pullover

PT: officer discretion

PULLOVER/SWEATSHIRT:

Class A: None approved at this time

Class B: ¼ zip Job shirt style, Navy, 5.11 or similar brand

Duty: ¼ zip Job shirt style, Navy, 5.11 or similar brand

PT: Crewneck Sweatshirt Navy, ¼ zip Job shirt style, Navy, 5.11 or similar brand

Note: Class A Coat shall have ranking stripes with years of service insignia as well

~~Approved Vendor: Leon Uniform for ¼ zip Jobshirts 3 types, Carhart, and Softshell Duty jacket (No embroidery, R&R for embroidery)~~

*Approved Vendors: Chuck's Boots, Red Wing, Leon Uniform, any other vendor as approved by the district.

*Specialty themed shirts (Cancer awareness, military), may be worn as approved by district.

Only Valley Park Fire Protection District approved uniforms and Logos will be allowed to be worn during tour of duty. It is the responsibility of Officer in charge to insure the maintenance of a professional appearance by personnel under their supervision.



Valley Park Fire Protection District Policy Manual



Valley Park Fire Protection District patches to be located on left sleeve. The top of patch to be one inch (1") down from shoulder seam and centered. IAFF patch to be located on the right sleeve, one inch (1") down from shoulder seam and centered. The American flag patch may be used in place of the IAFF patch.

Polo Shirts may bear the 1" "I.A.F.F." logo just above the right hem.

Badges (V.P.F.P.D.) will be located on left side of shirt over top of the pocket flap.

District employees may wear closed faced type insignias for proper rank color gold or silver on each shirt collar. Only the most recent service pin may be worn.

No apparel, other than that authorized by the District, may be worn in conjunction with the uniform.

All shirts must be tucked.

Rolling sleeves up on Long Sleeve Badge shirt is not permitted.

All employees will be required to have one change of uniform on Fire Station premises.

The officer in charge may change the dress code for the day and particular training evolutions.

Uniforms shall be maintained by the member in a clean, neat and mended condition. Company officers shall be held strictly responsible for compliance by members of their command.

Members are expressly prohibited from wearing the uniform or any part thereof while off duty. Members are permitted to wear uniforms to church and organizations to which the Fire District belongs, and any public relation function that the District is part of.

Members may request in writing to the Shift Officer of the District, for replacement of any part of the uniform or item of protective clothing which was damaged or lost because of fire or emergency provided such loss or damage was not incurred because of the individual's carelessness.

VALLEY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PLAN & TRUST

STATEMENT OF WORK FOR 2024

Basic Services are those actuarial and professional services described below that are to be performed by Milliman, Inc. ("Milliman") at Valley Park Fire Protection District's ("Client")'s request with respect to the Client's retirement program. Milliman's provision of the services and deliverables set forth herein, and the Client's receipt of the same, is subject to the terms and conditions of the Consulting Services Agreement between Milliman and the Client dated April 19, 2004.

- Census file update - request and process the census data, compile questions, and check for reasonableness of the data submitted.
- Trust statement. The trustee is responsible for providing the trust accounting statements which contains the reconciliation of assets. The annual reconciliation process is not intended to serve as an audit of the trust accounts but to determine the plan's assets for valuation purposes.
- Study the sources of actuarial gains and losses and analyze the plan's experience to evaluate the appropriateness of the actuarial assumptions; recommend changes in the assumptions if they are deemed to be inappropriate for assessing the plan's long-term liabilities and financial health.
- Compile the results in a comprehensive formal written report which will act as a summary of the plan's funded status and provide background information about the actuarial methods and assumptions used, the chief provisions of the plan, and summary information about the plan's population and assets.
- Prepare the disclosure information required by GASB 68 and provide any other information requested by the Client's auditor.
- Prepare annual benefit statements providing information about accrued and projected pension benefits.
- Calculate benefit amounts and options for terminating and retiring employees.

Special Services are actuarial and administrative services that are performed by Milliman at the Client's request that fall outside of the scope of Basic Services. Examples include experience studies, funding policy studies, asset/liability studies, evaluating the impact of legal, regulatory, accounting, or plan changes, assisting with administrative matters, reviewing plan amendments, and communication projects including meetings with employees.

Milliman can estimate fees in advance for Special Services projects that have a well-defined scope. These good faith fee estimates will be based on the billing rates shown below and the estimated hours needed to complete the project. However, actual billing will reflect the Milliman charges at the billing rate schedule. In the event the scope of a project changes or other changes cause the fee to exceed the good faith estimate, Milliman will immediately notify the Client.

VALLEY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PLAN & TRUST

Statement of Work 2024

Fixed Fees for Basic Services

Actuarial valuation and report	\$5,400
GASB 68 disclosure report	4,100
Annual benefit statements	1,500
Routine Benefit calculations (per calculation fee)	300

These fees assume that the census and financial data furnished to Milliman is clear and complete; and is provided in a format that permits efficient and accurate processing.

Hourly Rates for Special Services

Senior consultants	\$480 - \$560
Consultants	\$350 - \$470
Senior analysts	\$300 - \$340
Analysts	\$240 - \$290
Administrative	\$215 - \$235

Acceptance

The Client acknowledges the obligation to pay Milliman for services rendered, whether arising from the Client's request or otherwise necessary as a result of this engagement. Milliman will bill the Client periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

The Client's transmittal of updated census data constitutes the Client's acceptance of the terms outlined herein.

Dear Valley Park Fire District,

Thank you so very much for the donation of your Joy Drive to the Society of St. Vincent de Paul. I wish you could have seen the joy on the parents faces to give a little something extra!! Thank you for helping to give the children of our neighbors have a wonderful Christmas!

Sacred Heart St. Vincent de Paul

"No Work of charity is foreign to the Society of St. Vincent de Paul"

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting

Agenda– January 22, 2024, 6:30 PM

Fire Station 2, 47 Crescent Ave

Re-scheduled to **January 24, 2024, 6:30 PM** due to weather.

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Approval of the January 8, 2024 open and closed meeting minutes.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Water Softener:

Audit Questionnaire:

Uniform Policy:

New business:

Finance Report:

MOSIP:

Milliman 2024 Cost:

Attorney's Report:

Shop Steward's Report:

Chief's Report: MACFPD Conference, IFEBP certification

Misc. New Business:

Closed Session: (1), (3), (9)

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (February 12, 2024) at 6:30 p.m.

Adjourn Meeting

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting

Minutes– January 8, 2024, 6:30 PM

Fire Station 2, 47 Crescent Ave

Meeting to Order: 6:30 PM

Attendance: Director Webster, Director Wilburn, Director Schmitt, AC VanGaasbeek, Deputy Chief Poleski, Attorney McLaughlin, John Weffelmeyer, Kyle Wilken, Kathleen Roland, Staff members.

Pledge of Allegiance: Led by Director Webster

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the December 26, 2023 open meeting minutes. **A motion was made to approve the December 26, 2023 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: **A motion was made to approve the accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: **A motion was made to approve the bond payables. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment: None:

Old business:

Water Softener: AC VanGaasbeek presented the directors with two bids. The directors asked for additional bids and will address this at the next meeting.

Pension Submission: Attorney McLaughlin notified the board the pension was submitted, and documents have been posted and after 45 day it will go into effect.

New business:

Ambulance Bill: DC Poleski had received a call regarding a call in Metro West District for a medical emergency. He is requesting his balance to be adjusted as he is a non-resident. Directors asked that the neighboring districts get together regarding this on mutual aid and get a policy in place for situations like this for all residents and all be on the same page.

Audit Questionnaire: FEW had sent over the packet for the 2023 Audit which included the Questionnaire for the directors to fill out.

Training Prop: Over the past year truck and equipment one of the items they were interested in was forcible entry prop form training budget. **A Motion was made to purchase the forcible entry prop. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Uniform Policy: Adjustments made to the policy wording. Some wording will be adjusted for the for the next meeting.

Attorney's Report: None

Shop Steward's Report: None

Chief's Report: 2023 Run Report: AC VanGaasbeek reported the total runs in 2023 2695.

Misc. New Business: DC Poleski spoke regarding the microwave that went out at house 2. The directors approved the purchase of the microwave under the cost of 700.

DC Poleski spoke of the washing machine at house 1 breaking. **A Motion was made to purchase the new washer and Dryer. 1st Director Webster 2nd Director Wilburn. Motion passed 3-0.** The directors approved the purchase of new washer and dryer from Slyman Bros.

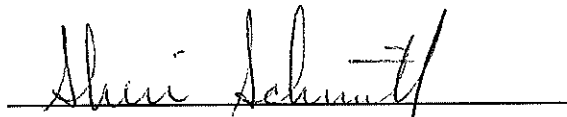
Closed Session: (1), (3), (9) A motion was made to enter closed session. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

The meeting opened back to the public with no one present.

A motion was made to set the next board meeting for Tuesday, (January 22, 2024) at 6:30 p.m. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

Motion to Adjourn Meeting. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

A handwritten signature in black ink, appearing to read "Sheri Schmitt", is written over a horizontal line.

Director Schmitt



2015 Lemay Ferry Rd.
St. Louis, MO 63125
phone (314) 487-4564
fax (314) 487-4427
biegplumbing.com

"Since 1960"

To: Valley Park Fire Protection District
47 Crescent Avenue
Valley Park, Missouri 63088

Date: December 28, 2023

Ref:
WO#: 216595

We propose the following:

Remove existing electronic descaler.
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Install new discharge line to existing floor drain.

Labor and Material \$13,550.00

*** Credit Card Payments subject to 3% processing fee ***

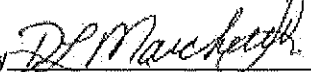
*** Click [here](http://biegplumbing.com) or go to: biegplumbing.com and Click "Pay Bill" to pay online by Credit Card or E-Check ***

Any alteration or deviation from the above specifications involving extra cost of material or labor will become an extra charge over the sum mentioned in this contract. This contract is contingent upon acts of God and public enemy, accidents, strikes, and other delays beyond our control. If this proposal includes excavation work, this contract is also contingent upon the execution by you of our Release and Indemnification Form.

This Proposal expires 60 days from above date.

Terms: 50% down payment with signed contract

Respectfully submitted,
BIEG PLUMBING COMPANY, INC.

By 

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Date _____ By _____
Owner's/Contractor's Signature

Brueggemann Plumbing
3209 Massey Ford Road
Union, MO 63084

	Estimate #
1/3/2024	2145

Name / Address
Valley Park FPD 47 Crescent Ave. Valley Park, MO

			Project
Description	Qty	Rate	Total
Furnish and install Custom Care C43 1.5" Water Softener with external bypass. Includes- All needed supplies and material to complete installation 1 Pallet (49 Bags) of Solar Salt		5,427.40	5,427.40
		Total	\$5,427.40

DATE _____

Signature _____



Valley Park Fire Protection District Policy Manual



Title: Dress Code

Policy Number: 2018-6

Effective Date: January 1, 2020

Revised Date: ~~January 22, 2024~~ January 27, 2020

UNIFORM DESCRIPTION AND REGULATION.

All employees on duty must be in Uniform.

The uniform will be divided into 4 categories.

- Class A: Dress Uniform to be worn for formal occasion or as deemed appropriate. Can be worn without Coat and Hat, the class A uniform is to be worn by all members when representing the Fire District at any Civil or Criminal Court or unless otherwise ordered by the Chief of the District.
- Class B: Upgraded Duty Uniform, Badge Shirt. (daily uniform for Administration does not include civilian employees). Worn when interacting with Public or Captains Discretion i.e. Inspections, PR Events
- Duty: Normal daily operations
- Physical Training (PT): While performing physical fitness training. This uniform only allowed just before, during, and directly after PT. May be worn while responding to emergency or non-emergency incidents.

The list below is current approved uniform apparel

FOOTWEAR:

Class A: High gloss Oxford, Black

Class B: High gloss Oxford, duty Oxford, Station Boot, Black

Duty: Station Boot, Duty Oxford, Athletic (With t-shirt, sweat shirt, and job shirt), Black

PT: Athletic style shoe

Station Boot: Black, Slip resistant sole, Shank Protection, minimum $\frac{3}{4}$ top

Duty Oxford: Black, Slip resistant sole

Athletic Style: Personal Choice, slip resistant sole, Black

Note: Duty Oxford or Athletic style shoe to be worn with Duty shorts. No Boots

~~*Approved Vendor: Chuck's Boots, Red Wing, Leon Uniform. (any vendor for PT shoe)~~



Valley Park Fire Protection District Policy Manual



PANTS:

Class A: Flying Cross Brand, Navy

Class B/Duty Long pant: Cargo or Straight leg style, Navy

Class B/Duty Shorts: Cargo style Navy

PT Sweatpants: Navy, no stripes or designs.

PT Shorts: Navy no stripes or designs

~~*Approved Vendor: Class A, B, and Duty pants/shorts is Leon Uniform~~

~~PT Uniform is R&R~~

SHIRTS:

Class A: Button Down Badge LS, White or Navy

Class B: Button Down Badge SS/LS, Polo SS, White, ~~or Navy~~, or Gray

Duty: Button Down Badge SS/LS, Polo SS, T-Shirt SS/LS White, ~~or Navy~~, or Gray

PT: T-Shirt SS/LS, Crew neck Sweatshirt, White or Navy

~~Approved Vendor: Leon Uniform for Badge and Polo (No Embroidery), R&R for T shirt,
Sweatshirt and embroidery of Poles~~

HATS:

Class A: Stovepipe Style White or Navy with rank appropriate emblem center mass

Class B: Stocking style in inclement weather only Navy

Duty: Baseball Style, Stocking style, Navy

PT: Baseball style, Stocking style, Navy

Only District approved Logo with name on back.

Note: Stocking Style can be either Beanie type or traditional stocking style, Baseball hat is to be worn with bill forward facing only.

~~Approved Vendor: Leon Uniform for Class A, R&R for all others~~

ACCESSORIES:

Class A: Belt black with gold or silver buckle. Ties black long no bowties, Badge rank appropriate Left chest, Name Plate on shirt Only right chest, rank appropriate collar insignia.

Class B: Belt Black with Gold or silver buckle, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.

Duty: Belt Black ~~with Gold or silver buckle~~, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.



Valley Park Fire Protection District Policy Manual



PT: PT uniform has no accessories

Socks: Black.

~~Approved Vendor: Leon Uniform for belts, ties, and collar insignia, for badge and nameplates see Admin.~~

Note: Multitool pouch approved to be worn on Class B and Duty uniforms

OUTERWEAR:

COAT/JACKET:

Class A: Double Breasted polyester gold or silver buttons rank appropriate, Navy, ~~nameplate is not worn on this garment.~~

Class B: Carhart Style, 5.11 duty jacket, 5.11 Pullover

Duty: Carhart style, 5.11 duty Jacket, 5.11 Pullover

PT: officer discretion

PULLOVER/SWEATSHIRT:

Class A: None approved at this time

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VALLEY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PLAN & TRUST

STATEMENT OF WORK FOR 2024

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Milliman can estimate fees in advance for Special Services projects that have a well-defined scope. These good faith fee estimates will be based on the billing rates shown below and the estimated hours needed to complete the project. However, actual billing will reflect the Milliman charges at the billing rate schedule. In the event the scope of a project changes or other changes cause the fee to exceed the good faith estimate, Milliman will immediately notify the Client.

VALLEY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PLAN & TRUST

Statement of Work 2024

Fixed Fees for Basic Services

Actuarial valuation and report	\$5,400
GASB 68 disclosure report	4,100
Annual benefit statements	1,500
Routine Benefit calculations (per calculation fee)	300

These fees assume that the census and financial data furnished to Milliman is clear and complete; and is provided in a format that permits efficient and accurate processing.

Hourly Rates for Special Services

Senior consultants	\$480 - \$560
Consultants	\$350 - \$470
Senior analysts	\$300 - \$340
Analysts	\$240 - \$290
Administrative	\$215 - \$235

Acceptance

The Client acknowledges the obligation to pay Milliman for services rendered, whether arising from the Client's request or otherwise necessary as a result of this engagement. Milliman will bill the Client periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

The Client's transmittal of updated census data constitutes the Client's acceptance of the terms outlined herein.

Dear Valley Park Fire District,

Thank you so very much for the
donation of your Joy Drive to
the Society of St. Vincent de Paul.
I wish you could have seen the joy
on the parents faces to give a little
something extra!! Thank you for
helping to give the children of our
neighbors have a wonderful Christmas!
Sacred Heart St. Vincent de Paul

"No Work of charity is foreign to the Society of St. Vincent de Paul"

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– February 12, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Approval of the January 22, 2024 open meeting minutes.

Approval of the telephone minutes from February 2, 2024.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Water Softener:

Uniform Policy:

Pension Posting:

Ambulance Billing:

New business:

Attorney's Report:

Shop Steward's Report:

Chief's Report: Banquet Invitations, Thank you letter.

Misc. New Business:

Closed Session: (1), (3), (9)

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (February 26, 2024) at 6:30 p.m.

Adjourn Meeting

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– January 22, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Re-scheduled to **January 24, 2024, 6:30 PM** due to weather.

Meeting to Order: 6:30 PM

Attendance: Director Webster, Director Wilburn, Director Schmitt, Chief Polk, AC VanGaasbeek, Kathleen Roland, Rick Rognan, Staff members.

Pledge of Allegiance: Led by Director Webster

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the January 8, 2024 open and closed meeting minutes: **A motion was made to approve the January 8, 2024 open and closed meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: **A motion was made to approve the accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: **A motion was made to approve the bond payables. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment: None

Old business:

Water Softener: We are still getting further estimates. This will be brought back to the next meeting.

Audit Questionnaire: They have all been turned in.

Uniform Policy: This will be modified and brought back to the next meeting.

New business:

Finance Report: Reviewed by Rick Rognan.

MOSIP: Funds are due to be reinvested. The Chief advised on investing the pension funds with MOSIP. Rick Rognan agreed. **A motion was made to invest the pension funds with MOSIP. 1st Director Webster, 2nd Director Wilburn. Motion passed. 3-0.**

Milliman 2024 Cost: Milliman's 2024 costs were reviewed.

Attorney's Report: None

Shop Steward's Report: None

Chief's Report: MACFPD Conference, IFEBP certification: Chief Polk advised on the MACFPD conference. Chief advised that he will be seeking the IFEBP certification.


Misc. New Business: None

Closed Session: None

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (February 12, 2024) at 6:30 p.m. **A motion was made to set the next board meeting for Monday, February 12, 2024 at 6:30 pm. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Adjourn Meeting: **A motion was made to adjourn the meeting. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

A handwritten signature in cursive script, appearing to read "Sheri Schmitt", is written over a horizontal line.

Director Schmitt

VALLEY PARK FIRE PROTECTION DISTRICT

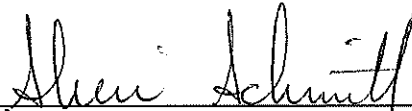
Board of Directors Telephone Call

February 2, 2024

A telephone call was made to the board of directors. This was regarding the renewal of the workers' compensation insurance policy. An error caused the policy to expire on January 31, 2024. Speaking with the agent at Assured Partners, he advised that the policy could be renewed today, and backdated to January 1, 2024. The agent advised that our rate for 2024 is less than it was in 2023.

A motion was made to approve the workers' compensation insurance policy for 2024. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

Chief Polk will execute the paperwork to reinstate the policy.

A handwritten signature in black ink, appearing to read "Steven Schmitt", is written over a horizontal line.

Director Schmitt



2015 Lemay Ferry Rd.
St. Louis, MO 63125
phone (314) 487-4564
fax (314) 487-4427
biegplumbing.com

"Since 1960"

To: Valley Park Fire Protection District
47 Crescent Avenue
Valley Park, Missouri 63088

Date: December 28, 2023

Ref:
WO#: 216595

We propose the following:

Remove existing electronic descaler.
Furnish and install new HALO Zero Maintenance 2" 5-stage water treatment system with bypass.
Install new discharge line to existing floor drain.

Labor and Material \$13,550.00

*** Credit Card Payments subject to 3% processing fee ***

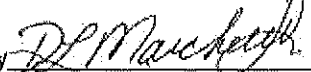
*** Click [here](http://biegplumbing.com) or go to: biegplumbing.com and Click "Pay Bill" to pay online by Credit Card or E-Check ***

Any alteration or deviation from the above specifications involving extra cost of material or labor will become an extra charge over the sum mentioned in this contract. This contract is contingent upon acts of God and public enemy, accidents, strikes, and other delays beyond our control. If this proposal includes excavation work, this contract is also contingent upon the execution by you of our Release and Indemnification Form.

This Proposal expires 60 days from above date.

Terms: 50% down payment with signed contract

Respectfully submitted,
BIEG PLUMBING COMPANY, INC.

By 

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

ACCEPTANCE: You are hereby authorized to furnish all materials and labor to complete work mentioned in the above proposal, for which I agree to pay the amount mentioned and according to the terms. If I do not pay Bieg Plumbing Company, Inc. (the "Company") the amount due set forth above, and the Company is required to retain an attorney to collect the amount due, I agree to pay reasonable attorneys' fees and court costs incurred in connection with the Company's efforts to collect the amount due:

Date _____ By _____
Owner's/Contractor's Signature

Brueggemann Plumbing
3209 Massey Ford Road
Union, MO 63084

	Estimate #
1/3/2024	2145

Name / Address
Valley Park FPD 47 Crescent Ave. Valley Park, MO

			Project
Description	Qty	Rate	Total
Furnish and install Custom Care C43 1.5" Water Softener with external bypass. Includes- All needed supplies and material to complete installation 1 Pallet (49 Bags) of Solar Salt		5,427.40	5,427.40
		Total	\$5,427.40

DATE _____

Signature _____



Kirkwood Plumbing
1741 Rudder Industrial Park Drive
Fenton, MO 63026
(314) 966-4772

Estimate 84824680
Job 84767066
Estimate Date 2/8/2024
Customer PO

Billing Address

Curtis VanGaasbeek
42 Clovercrest Court
St. Louis, MO 63129 USA

Job Address

Curtis VanGaasbeek
47 Crescent Avenue
Valley Park, MO 63088 USA

Estimate Details

Water softener : Estimate to install water softener for 5 bathrooms with showers and one public bathroom. Water softener is for 2 tankless water heaters. To prevent decrease water pressure 2 water softeners will need to be installed. One softener for each water heater. Not responsible for valves that may break from turning off and on the water in order to complete the job.

Task #	Description	Quantity	Your Price	Your Total
D2170	3/4" PVC, CPVC, PEX per foot.	1.00	\$4,238.00	\$4,238.00
Potential Savings				\$636.05
Sub-Total				\$4,238.00
Tax				\$0.00
Total				\$4,238.00
Est. Financing				\$149.18

IMPORTANT NOTICE: You and your service professional are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks, nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Kirkwood Plumbing, Mr. Rooter Plumbing® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Kirkwood Plumbing, Mr. Rooter Plumbing® to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. Independently owned and operated franchise. Amount to Authorize: \$4,238.00



Valley Park Fire Protection District Policy Manual



Title: Dress Code

Policy Number: 2018-6

Effective Date: January 1, 2020

Revised Date: ~~2024~~January 27, 2020

UNIFORM DESCRIPTION AND REGULATION.

All employees on duty must be in Uniform.

The uniform will be divided into 4 categories.

- Class A: Dress Uniform to be worn for formal occasion or as deemed appropriate. Can be worn without Coat and Hat, the class A uniform is to be worn by all members when representing the Fire District at any Civil or Criminal Court or unless otherwise ordered by the Chief of the District.
- Class B: Upgraded Duty Uniform, Badge Shirt. (daily uniform for Administration does not include civilian employees). Worn when interacting with Public or Captains Discretion i.e. Inspections, PR Events
- Duty: Normal daily operations
- Physical Training (PT): While performing physical fitness training. This uniform only allowed just before, during, and directly after PT. May be worn while responding to emergency or non-emergency incidents.

The list below is current approved uniform apparel

FOOTWEAR:

Class A: High gloss Oxford, Black

Class B: High gloss Oxford, duty Oxford, Station Boot, Black

Duty: Station Boot, Duty Oxford, Athletic (With t-shirt, sweat shirt, and job shirt), Black

PT: Athletic style shoe

Station Boot: Black, Slip resistant sole, Shank Protection, minimum $\frac{3}{4}$ top

Duty Oxford: Black, Slip resistant sole

Athletic Style: Personal Choice, slip resistant sole, Black

Note: Duty Oxford or Athletic style shoe to be worn with Duty shorts. No Boots

~~*Approved Vendor: Chuck's Boots, Red Wing, Leon Uniform. (any vendor for PT shoe)~~



Valley Park Fire Protection District Policy Manual



PANTS:

Class A: Flying Cross Brand, Navy

Class B/Duty Long pant: Cargo or Straight leg style, Navy

Class B/Duty Shorts: Cargo style Navy

PT Sweatpants: Navy, no stripes or designs.

PT Shorts: Navy no stripes or designs

~~*Approved Vendor: Class A, B, and Duty pants/shorts is Leon Uniform~~

~~PT Uniform is R&R~~

SHIRTS:

Class A: Button Down Badge LS, White or Navy

Class B: Button Down Badge SS/LS, Polo SS, White, ~~or Navy~~, or Gray

Duty: Button Down Badge SS/LS, Polo SS, T-Shirt SS/LS White, ~~or Navy~~, or Gray

PT: T-Shirt SS/LS, Crew neck Sweatshirt, White or Navy

~~Approved Vendor: Leon Uniform for Badge and Polo (No Embroidery), R&R for T shirt,
Sweatshirt and embroidery of Poles~~

HATS:

Class A: Stovepipe Style White or Navy with rank appropriate emblem center mass

Class B: Stocking style in inclement weather only Navy

Duty: Baseball Style, Stocking style, Navy

PT: Baseball style, Stocking style, Navy

Only District approved Logo with name on back.

Note: Stocking Style can be either Beanie type or traditional stocking style, Baseball hat is to be worn with bill forward facing only.

~~Approved Vendor: Leon Uniform for Class A, R&R for all others~~

ACCESSORIES:

Class A: Belt black with gold or silver buckle. Ties black long no bowties, Badge rank appropriate Left chest, Name Plate on shirt Only right chest, rank appropriate collar insignia.

Class B: Belt Black with Gold or silver buckle, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.

Duty: Belt Black ~~with Gold or silver buckle~~, Tie (Optional) long no bowties, Badge Rank Appropriate Left chest, Name plate right chest, rank appropriate collar insignia, Polo shirt has no accessories.



Valley Park Fire Protection District Policy Manual



PT: PT uniform has no accessories

Socks: Black.

~~Approved Vendor: Leon Uniform for belts, ties, and collar insignia, for badge and nameplates see Admin.~~

Note: Multitool pouch approved to be worn on Class B and Duty uniforms

OUTERWEAR:

COAT/JACKET:

Class A: Double Breasted polyester gold or silver buttons rank appropriate, Navy, ~~nameplate is not worn on this garment.~~

Class B: Carhart Style, 5.11 duty jacket, 5.11 Pullover, Yellow reflective raincoat

Duty: Carhart style, 5.11 duty Jacket, 5.11 Pullover, Yellow reflective raincoat

PT: officer discretion

PULLOVER/SWEATSHIRT:

Class A: None approved at this time

Class B: ¼ zip Job shirt style, Navy, 5.11 or similar brand

Duty: ¼ zip Job shirt style, Navy, 5.11 or similar brand

PT: Crewneck Sweatshirt Navy, ¼ zip Job shirt style, Navy, 5.11 or similar brand

Note: Class A Coat shall have ranking stripes with years of service insignia as well

~~Approved Vendor: Leon Uniform for ¼ zip Jobshirts 3 types, Carhart, and Softshell Duty jacket (No embroidery, R&R for embroidery)~~

*Approved Vendors: Chuck's Boots, Red Wing, Leon Uniform, any other vendor as approved by the district.

*Specialty themed shirts (Cancer awareness, military), may be worn as approved by district.

Only Valley Park Fire Protection District approved uniforms and Logos will be allowed to be worn during tour of duty. It is the responsibility of Officer in charge to insure the maintenance of a professional appearance by personnel under their supervision.



Valley Park Fire Protection District Policy Manual



Valley Park Fire Protection District patches to be located on left sleeve. The top of patch to be one inch (1") down from shoulder seam and centered. IAFF patch to be located on the right sleeve, one inch (1") down from shoulder seam and centered. The American flag patch may be used in place of the IAFF patch.

Polo Shirts may bear the 1" "I.A.F.F." logo just above the right hem.

Badges (V.P.F.P.D.) will be located on left side of shirt over top of the pocket flap.

District employees may wear closed faced type insignias for proper rank color gold or silver on each shirt collar. Only the most recent service pin may be worn.

No apparel, other than that authorized by the District, may be worn in conjunction with the uniform.

All shirts must be tucked.

Rolling sleeves up on Long Sleeve Badge shirt is not permitted.

All employees will be required to have one change of uniform on Fire Station premises.

The officer in charge may change the dress code for the day and particular training evolutions.

Uniforms shall be maintained by the member in a clean, neat and mended condition. Company officers shall be held strictly responsible for compliance by members of their command.

Members are expressly prohibited from wearing the uniform or any part thereof while off duty. Members are permitted to wear uniforms to church and organizations to which the Fire District belongs, and any public relation function that the District is part of.

Members may request in writing to the Shift Officer of the District, for replacement of any part of the uniform or item of protective clothing which was damaged or lost because of fire or emergency provided such loss or damage was not incurred because of the individual's carelessness.



VALLEY PARK FIRE PROTECTION DISTRICT

***Invites you to our
Annual Awards Banquet
(Adults Only)***

6:00 PM Saturday, March 16, 2024

Cocktails at 6:00 PM

Dinner at 7:00 PM

Awards at 8:00 PM

Andre's West

211 S. Old Hwy. 141 Fenton, MO 63026

***Please RSVP, whether or not you are coming:
To the Administration Office at 636-225-4288, or
kroland.vpfire.org By Friday, February 23rd***



FIRST RESPONDER CANTEEN

Valley Park Fire Protection District,

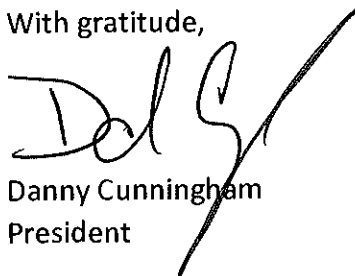
As 2023 has ended, we are all excited and eager to welcome in the new year. I, however, would love to look back to reflect on what the St. Louis First Responder Canteen accomplished to serve the first responders in St. Louis County over the last year. You may have seen some of what we have shared on social media, but when you put the numbers together, it looks like this. STL FRC responded to 173 emergency scenes and 49 training sessions, served over 6,700 bottles of water and Gatorade, and the most amazing statistic is our volunteers put in over 900 hours (over 37 days) of service.

Reflecting on the previous year shows the impact and importance of what we do, but 2024 is already off to a busy start. As January is wrapping up, we have already been busy providing support at 14 emergency scenes and 12 training sessions. We are excited to see what comes in 2024.

Taking the opportunity to give back to the heroes and first responders of St. Louis County is why we do what we do, but you are the how. You are the essential piece of the puzzle that ensures they have that cold drink when it is 95 degrees outside or hot coffee when it is 20 degrees outside. Your support is what makes all of this happen.

Thank you, St. Louis First Responder Canteen partner, for all that you helped with in 2023, and all that we are hoping for in 2024!

With gratitude,


Danny Cunningham
President

Thank you
for your
support!!

STL FRC is a 501(c)(3) non-profit organization. All donations are tax-deductible. We are grateful for the support of our donors and volunteers. For more information, please visit our website at www.stlfrc.com.

St. Louis First Responder Canteen
661 St. Ferdinand Street, Florissant, MO 63031
info@stlfrc.com
636-352-9207

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– February 29, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Approval of the February 12, 2024 open and closed meeting minutes.

Approval of the February 21, 2024 telephone minutes.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Pension Restatement, Meeting
MACFPD
Patio Fan

New business:

Finance Report:
ADMAC Insurance:
New Ambulance:
Attorney's Report:
Shop Steward's Report:
Chief's Report: Swearing In Date
Misc. New Business: Pancake Breakfast and egg hunt.

Closed Session:

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (March 11, 2024) at 6:30 p.m.

Adjourn Meeting

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting

Meeting Minutes - February 12, 2024, 6:30 PM

Fire Station 2, 47 Crescent Ave

Meeting to Order: 6:30pm

Attendance: Director Webster, Director Wilburn, Director Schmitt, Chief Polk, AC VanGaasbeek, DC Poleski, Kathleen Roland, Dan McLaughlin, Steward Wilken, Staff members.

Pledge of Allegiance: Led by Director Webster.

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the January 26, 2024 open meeting minutes. **A motion was made to approve the January 26, 2024 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the telephone minutes from February 2, 2024: **A motion was made to approve the February 2, 2024 telephone minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: Chief Polk advised that the MEM post audit payment was included in the accounts payable. **A motion was made to approve the accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: **A motion was made to approve the bond payables. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment:

Old business:

Water Softener: The water softener bids were reviewed and discussed. **A motion was made to approve the bid from OJ Laughlin. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Uniform Policy: The uniform policy updates were discussed. **A motion was made to approve the uniform policy updates. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Pension Posting: Chief Polk advised that the pension change has been posted for 45 days. Chief and the attorney will start working on a formal pension restatement.

Ambulance Billing: DC Poleski spoke regarding ambulance billing related to mutual aid. **A motion was made to direct DC Poleski to send a letter to the ambulance billing company and reflect the district's position. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

New business:

Attorney's Report: None

Shop Steward's Report: None

Chief's Report: Chief Polk advised on the upcoming banquet. He also reviewed a thank you letter from the Canteen.

Misc. New Business: Chief advised that the school district has an upcoming ballot measure in April.

Closed Session: (1), (3), (9) A motion was made to enter closed session. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

The meeting opened back to the public with no one present.

Set Board Meeting date for Thursday, (February 29, 2024) at 6:30 p.m. **A motion was made to set the next board meeting for Thursday, February 29, 2024 at 6:30pm. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Adjourn Meeting: **Motion to adjourn. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**


Sheri Schmitt, Secretary

VALLY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PENSION PLAN
(Effective January 1, 2024)

AMENDMENT NO. 2

WHEREAS, the Trustees of the Valley Park Fire Protection District Defined Benefit Pension Plan, hereinafter referred to as the "Trustees", have previously established the Valley Park Fire Protection District Defined Benefit Pension Plan as amended and restated effective January 1, 2016, hereinafter referred to as the "Plan;"

WHEREAS, the Trustees desire to amend the Plan as permitted by Article X, Section 10.01 of the Plan as to ARTICLE IV, RETIREMENT BENEFITS, by amending Section 4.02 to amend the pension benefit multiplier to better serve the participants of the Plan;

NOW THEREFORE, the Article IV, Section 4.02 of the Plan is hereby amended as follows:


SECTION 4.02 – Accrued Benefits Beginning January 1, 2024, an Active Participant's monthly Accrued Benefit as of any date will be equal to one twelfth of the Participant's Average Compensation multiplied by 3.00% multiplied by the Participant's Years of Credited Service earned after December 31, 1983, limited to 25 years.

The effective date of this Amendment is January 1, 2024.


Except as Amended, the Plan shall remain in full force and effect.


IN WITNESS WHEREOF, the Trustees have caused this instrument to be executed this

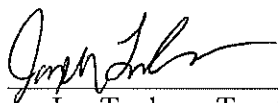
11 day of December, 2023.

By: 
Chris Webster - Chairman

By: 
Sheri Schmitt – Secretary

By: 
Dan Wilburn - Treasurer

By: 
Kyle Wilken – Trustee

By: 
Joe Tucker - Trustee

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Text

February 21, 2024

A text was sent to the board of directors. This was regarding the resignation of an employee and hiring. The hiring committee reviewed the hiring list and recommended hiring Jesse Rebstock. He is the next available candidate on the list.

A motion was made to hire Jesse Rebstock. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.



Director Schmitt



Missouri Association of Career Fire Protection Districts

Annual Education & Pension Board Training Conference

June 7-9, 2024

Camden on the Lake, Lake Ozark, Mo

REGISTRATION FORM (Due by April 19, 2024)

Please use one Registration form per person

Name: _____ Title: _____

Fire District: _____

Address: _____ City: _____

State: _____ Zip: _____

Email: _____ Phone: _____

Pullover Size: _____

*Please indicate if a spouse or guest will be attending: Yes/No

		Amount Due
Pension Board Training (Friday) & Educational Seminar (Saturday)		\$425
Attendance Dates – <i>please check the conference dates that you will be attending</i>	Friday <input type="checkbox"/>	Saturday <input type="checkbox"/>

Please make check payable to: **MACFPD**

Mail Check and Registration Form to:

MACFPD Conference Committee

Attn: Brian McHugh

661 St. Ferdinand Street

Florissant, MO 63031

Questions: Please call Brian McHugh 314-599-7580 or John Schneider 314-486-6292

Our records indicate the Mailing Address for this Insured is as follows:

VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY
55 CRESCENT AVENUE
VALLEY PARK, MO 63088-0000

Please note the address of your actual location may be reflected on the declaration page.

Dear Valued Client:

Thank you for insuring your members with the VFIS Accident and Sickness (A&S) Program. We share your interest in providing financial security to emergency responders who are injured in the line of duty.

As required, we are providing you with the Glatfelter Insurance Group (GIG) and AIG privacy notices. VFIS, a division of GIG, has underwritten emergency service organizations for over 50 years.

Emergency responders are at risk of injury on every call, training and department activity. National events have created awareness in our local communities about these dangers. VFIS remains committed to education and training programs that will prevent or reduce the frequency of these incidents.

Please visit www.vfis.com to access the following resources:

- **Beneficiary Forms** – members should review annually to update due to any life changing events. Current beneficiary forms should be retained on file with the department. A copy of our A&S beneficiary form can be found here: [Beneficiary-Form-VFIS.pdf\(glatfelterspecialtybenefits.com\)](#)
- **Claim reports and Attending Physician Statements** – to report injury or illness can be found here: [Filing an insurance claim \(vfis.com\)](#)
- **Education, Training and Risk Control programs** – utilize for risk reduction, loss prevention and educational and training programs for your members and department. They can be found here: [VFIS University: Log in to the site](#)
- **Posters and Literature** – to create awareness and promote safety culture. Contact Glatfelter Purchasing at 800-233-1957, extension 7291 or fulfillment@glatfelters.com
- **Responder Help (www.responderhelp.com)** – Sample Policies and Articles with valuable information on current topics and events

Our Member Family Assistance Program (MFAP) supports the health and wellness of first responders whether employees or volunteers in the workplace. Counseling services help enable personnel to resolve personal and work-related issues to maintain individual productivity, health and wellness. Online solutions allow easy and secure access anywhere, anytime. Clinical response is fast and available 24-7 and counseling is short-term and solution-focused. You can find more information here: [VFIS-MFAP-CoverageOverview.pdf](#)

Thank you for responding to the call for service. We appreciate your business and thank you for insuring with VFIS. For more information please contact your local agent or VFIS at 1-800-233-1957.

Sincerely,



Troy Markel, CIC, CRM
President VFIS



Michael Baker, CPCU CRM
Director, VFIS Client Risk Solutions

FACTS	WHAT DOES GIG DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Federal and state laws also require us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> ▪ Name, address, age, Social Security number, marital status, assets, income, credit history, demographic information, IP address, browser information ▪ Products or services purchased, account balances and payment history, employment information, motor vehicle reports, medical information
How?	Financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons GIG chooses to share; and whether you can limit this sharing.

Reasons we can share your nonpublic personal information	Does GIG share?	Can you limit sharing?
For our everyday business purposes — as permitted or required by law, such as to process your transactions, maintain your account(s), conduct research including data analytics, respond to court orders/legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No	We don't share
To limit our sharing / Questions?		
Call us at (800) 233-1957 and ask for the Privacy Coordinator or Legal Department. Please note: When you are no longer a customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.		

Who we are / Companies to which this notice applies

This notice applies to, and is being provided on behalf of, the following Glatfelter Insurance Group affiliates: Arthur J. Glatfelter Agency, Inc., Glatfelter Brokerage Services, Glatfelter Claims Management, Inc., Glatfelter Commercial Ambulance, Glatfelter Healthcare Practice, Glatfelter Insurance Services, Glatfelter Program Managers, Glatfelter Public Practice, Glatfelter Religious Practice, Glatfelter Underwriting Services, Inc., Susquehanna Agents Alliance, LLC, The Glatfelter Agency, Inc., VFIS, VFIS Claims Management, and Volunteer Firemen's Insurance Services, Inc.

What we do

How does GIG protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include physical, electronic, and procedural safeguards. We require and train our employees to comply with our privacy standards and policies, which are designed to protect customer information.
How does GIG collect my personal information?	We collect your personal information, for example when you: visit our websites, apply for insurance or pay insurance premiums, file an insurance claim or give us your income information, provide employment information. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: sharing for affiliates' everyday business purposes – information about your creditworthiness, affiliates from using your information to market to you, sharing for nonaffiliates to market to you. State laws may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ Our affiliates are companies with which we share common ownership and which offer P&C, life and health, and certain benefit products.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ GIG does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ Our joint marketing partners include insurance companies and other companies that provide financial products and services.

Other important information

CA and VT Residents: We will not share your information except for our everyday business purposes, for marketing our products and services to you, as required by law, or with your consent. For VT Residents, we also will not share your credit information to our affiliates without your consent. **NV Residents:** We are providing this notice to you pursuant to NV state law. To stop marketing calls from us follow the directions in the section "To limit our sharing." NV law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone #: 702-486-3132; email: bcpinfo@ag.state.nv.us.

For more information, contact: Glatfelter Insurance Group, Attn: Privacy Coordinator, P.O. Box 2726, York, Pennsylvania 17406, (717) 741-0911, or visit www.glatfelters.com/privacy-policy. This privacy page on our website includes a Google Analytics opt-out link.

HIPAA PRIVACY NOTICE

This HIPAA Privacy Notice is effective as of January 18, 2021.

1. **Statement of Our Duties.** We are committed to protecting the privacy of your protected health information (PHI). PHI is your individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer, or health care clearinghouse which is then provided to us and that relates to: (i) your past, present or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present or future payment for the provision of health care to you. We are required by law to maintain the privacy of your PHI and to provide you with this notice of our privacy practices and legal duties. We are required to abide by the terms of this notice.

WE RESERVE THE RIGHT TO CHANGE THE TERMS OF THIS NOTICE AND MAKE ANY NEW PROVISIONS EFFECTIVE TO ALL OF THE PHI WE MAINTAIN ABOUT YOU. IF WE CHANGE OUR NOTICE, WE WILL POST IT ON OUR WEBSITE AND SEND YOU A COPY IN OUR ANNUAL MAILING, OR YOU MAY OBTAIN A COPY OF THE REVISED NOTICE BY CONTACTING OUR PRIVACY COORDINATOR USING THE INFORMATION IN PARAGRAPH 9.

2. **Statement of Your Rights.** You have a right to know how we may use or disclose your PHI. This notice informs you of those uses and disclosures. There are certain uses and disclosures of your PHI that we are permitted or required to make by law without your permission. For all other uses and disclosures, we first must obtain your permission or written authorization. In addition, you have the following rights:

- The right to request, in writing, that we place additional restrictions on our uses and disclosures of your PHI. However, we are not obligated to agree to impose any such additional restrictions.
- The right to access, inspect and copy the protected information pertaining to you that we maintain in our files about you, and the right to have us correct or amend any information that we create in error. Requests to access or amend your PHI must be made in writing and sent to the contact person and address provided in paragraph 9.
- The right to receive an accounting of the disclosures of your PHI that we make for purposes other than activities related to your treatment, or our payment functions or other health care operations. You must request an accounting in writing by contacting us at the address in paragraph 9. Your request may be for disclosures made up to 6 years before the date of your request, but in no event, for disclosures made before April 14, 2003.
- The right to request, in writing, that you receive communications about your PHI in a confidential manner, for example, by alternative means or an alternative location, such as your work address or work email.
- The right to request an amendment to your PHI if you believe that your PHI is incorrect or incomplete. Your request must be in writing and explain why the PHI should be amended.
- The right to obtain a paper copy of this notice from us on request.

3. **Information We Collect About You.** In order to administer your health benefit programs effectively, we collect the following categories of PHI about you from the following sources:

- PHI that we obtain directly from you, in conversations or on applications or other forms that you fill out.
- PHI that we obtain as a result of our transactions with you.
- PHI that we obtain from your medical records or from medical professionals, which is provided by you or to us with your permission.
- PHI that we obtain from other entities, such as health care providers or other insurance companies, in order to service your policy or carry out other insurance-related needs.

4. **Uses and Disclosures of Protected Information.**

A. ***For Treatment, Payment and Operations.*** In order to administer your health benefit programs effectively, we use and disclose PHI for certain of our activities, including:

- To Carry Out Treatment Functions. We may use or disclose your PHI without your permission to enable health care providers to provide you with treatment.
- To Carry Out Payment Functions. We may use or disclose your PHI without your permission to carry out activities relating to reimbursing you for the provision of health care, obtaining premiums, determining coverage, and providing benefits under the policy of insurance that you are purchasing, such as enabling a health care provider to make payment arrangements. Such functions may include reviewing health care services with respect to medical necessity, coverage under the policy, appropriateness of care, or justification of charges.
- To Carry Out Certain Operations Relating To Your Benefit Plan. We also may use or disclose your PHI without your permission to carry out certain limited activities relating to your health insurance benefits, including reviewing the competence or qualifications of health care professionals, placing contracts for stop-loss insurance and conducting quality assessment activities.
- To facilitate the underwriting of insurance; however, we are prohibited from using or disclosing your genetic information for the purpose of underwriting insurance.

B. ***Uses and Disclosures of PHI to Other Entities.*** We also may use and disclose PHI to other covered entities, business associates or other individuals (as permitted by the HIPAA Privacy rule) who assist us in administering your benefit plan and delivering services to its members. In connection with our payment and operations activities, we may contact individuals and other entities ("Business Associates") to perform various functions on our behalf or to provide certain types of services (such as enrollment or member service support). To perform these functions, Business Associates must agree in writing to contract terms designed to appropriately safeguard your PHI.

C. ***Other Possible Uses and Disclosures of PHI.*** We may use and disclose your PHI without your written permission for the following purposes:

- To plan sponsors of your group health plan to permit the plan sponsor to perform administrative functions, such as to address member questions, concerns or issue regarding claims, benefits, services, coverage, etc., and summary health information about enrollees in the plan to obtain premium bids for health insurance coverage offered through the group health plan or to modify, amend or terminate your group plan.
- To the extent that federal or state law requires the use or disclosure, such as to Health and Human services upon request for purposes of determining compliance with federal privacy laws, as required by law enforcement officials or pursuant to a court order or subpoena.
- As authorized by and to the extent necessary to comply with workers' compensation or other similar programs that provide benefits for work-related injuries or illnesses.
- As authorized by law and to the extent necessary to service insurance policies and benefits that are exempt benefits, such as in connection with servicing life, disability, property and casualty, accident and sickness, workers' compensation and auto insurance or other similar insurance coverage under which benefits for medical care are secondary or incidental to other insurance benefits.
- To a public health authority for purposes of public health activities as permitted or required by law.
- To a coroner/medical examiner for purposes of identifying a deceased person, determining cause of death or for such official to perform other duties authorized by law. Also to funeral directors so they may carry out their duties, and to organizations that handle organ, eye or tissue donation or transplantation.
- To a government authority, including a social service or protective services agency, authorized to receive reports of abuse, neglect or domestic violence or to prevent a serious threat to the health or safety of the public.

D. For Any Purposes to Which You Have Not Objected. Unless you object, we may disclose your PHI to a friend or family member that you have identified as being involved in your health care. We also may disclose your PHI to an entity to assist in disaster relief efforts and so that your family can be notified about your condition, status and location. If you are not present or able to agree to these disclosures of your PHI, then we may determine whether the disclosure is in your best interest.

E. As Permitted By Plan Documents. In certain limited circumstances where we may be acting as a third party administrator, we may disclose your PHI to plan sponsors pursuant to the restrictions imposed on the plan sponsor in the sponsor's plan documents.

5. Required Disclosures of Your PHI. We are required to disclose your PHI to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining compliance with the HIPAA Privacy Rule. We are required to disclose to you most of your PHI that is in a "designated record set" when you request access to this information. We are also required to provide, upon written request, an accounting of any disclosures of PHI that are for reasons other than payment or health benefits operations.

6. Other Uses and Disclosures of Your PHI. Sometimes we are required to obtain written authorization for use and disclosure of your health information. The uses and disclosures that require an authorization under 45 C.F.R. § 164.508(a) are: (i) for marketing purposes; (ii) if we intend to sell your PHI; or (iii) for psychotherapy notes. We do not and will not sell or share your PHI with any non-affiliated third party for any purpose unless you authorize it or it is otherwise permitted by law. Other uses and disclosures of your PHI that are not described above will be made only with your written permission, and any permission that you give us may be revoked by you at any time. However, the revocation will not be effective for information that we already have used or disclosed, relying on the authorization.

7. Questions and Complaints About Use of PHI. If you want more information about our privacy policies or practices or have any questions or concerns, please contact us using the information in paragraph 9. You may submit a written complaint either directly to us or to the U.S. Department of Health and Human Services (HHS) if you believe that your rights with respect to our protection of your PHI have been violated. We will provide you with the address to file your complaint with HHS upon request. To file a complaint with us, you may submit a complaint in writing that includes as many details (such as names and dates) as possible to our Privacy Officer at the address in Paragraph 9. We support your right to protect the privacy of your PHI. You will not be retaliated against in any way for filing a complaint.

8. Our Practices Regarding Confidentiality and Security. We restrict access to PHI about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your PHI. We do not engage in fundraising activities using PHI, however, if we did engage in such activity, then you would have the opportunity to opt out of receiving fundraising communications. Subject to applicable regulatory reporting requirements, exceptions and safe harbors, we will notify affected individuals following a breach of their unsecured PHI.

9. Contact Person For Filing Complaint or Obtaining Further Information:

GLATFELTER INSURANCE GROUP
ATTN: PRIVACY COORDINATOR / LEGAL DEPARTMENT
183 Leader Heights Road, P.O. Box 2726, York, PA 17405
(717) 741-0911
www.glatfelters.com/privacy-policy

Our Policy Regarding Dispute Resolution. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

FACTS

Why?

What?

How?

WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Who we are

Who is providing this notice? The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include administrative, technical, and physical safeguards. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information? We collect your personal information from you, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com.

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company.¹
The United States Life Insurance Company in the City of New York National
Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

<p><i>HIPAA Privacy Officer</i> 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com</p>	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG’s Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

¹ This Company does not solicit business in New York.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

SCHEDULE OF COVERAGE - CAREER

Policy Number: CFP-5426-0643E-2

Policyholder: VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY
(Name and Address) 55 CRESCENT AVENUE
VALLEY PARK, MO 63088-0000

Policy Effective Date: 3/20/2024 Term: 1 Year

Policy Termination Date: 3/20/2025 Premium: \$6,041

This Schedule of Coverage provides only those benefits that have a specified amount entered opposite the name of the benefit. Benefits that are followed by the word "none" are not provided under this policy.

PART COVERAGE

I. Loss of Life Benefits

A. Accidental Death Benefits

(1) Accidental Death Benefit Amount	\$25,000
(2) Seat Belt Benefit Amount	\$6,250
(3) Safety Vest Benefit Amount.....	\$6,250
(4) Military Death Benefit Amount	\$15,000

B. Illness Loss of Life Benefit Amount

\$25,000

C. Dependent Child and Education Benefit Amount

\$30,000

D. Spousal Support and Education Benefit Amount.....

\$15,000

E. Memorial Benefit Amount.....

\$5,000

F. Dependent Elder Benefit Amount.....

\$5,000

G. Repatriation Benefit Amount.....

\$2,500

II. Lump Sum Living Benefits

A. Accidental Dismemberment and Paralysis Benefit Principal Sum.....

\$25,000

B. Vision Impairment Benefit Principal Sum.....

\$25,000

C. Injury Permanent Impairment Benefit Principal Sum.....

\$25,000

D. Heart Permanent Impairment Benefit Principal Sum

\$25,000

E. Illness Permanent Impairment Benefit Principal Sum

\$25,000

F. Cosmetic Disfigurement Resulting From Burns Benefit Principal Sum.....

\$25,000

G. HIV Positive Lump Sum Living Benefit Principal Sum.....

\$25,000

- III. Weekly Income Benefits**
- A. Total Disability Benefits
 - (1) Total Disability Weekly Amount (first 28 days)\$500
 - (2) Total Disability Maximum Weekly Amount (after 28 days).....\$500
 - (3) Total Disability Minimum Weekly Amount.....\$125
 - B. Partial Disability Benefits
 - (1) Partial Disability Weekly Amount (first 28 days).....\$250
 - (2) Partial Disability Maximum Weekly Amount (after 28 days).....\$250
 - (3) Partial Disability Minimum Weekly Amount.....\$63
 - C. Disability Benefits General
- IV. Occupational Retraining Benefit Maximum Amount \$20,000**
- V. Medical Expense Benefits**
- A. Medical Expense Benefit Maximum Amount.....\$10,000
 - Medical Expense Benefit Options
 - (1) Excess of Workers' Compensation or No-Fault Auto Insurance Benefits.....☒
 - (2) Primary Medical Expense Benefit.....☐
 - B. Cosmetic Plastic Surgery Maximum Amount.....\$25,000
 - C. Post-Traumatic Stress Disorder Maximum Amount.....\$25,000
 - D. Critical Incident Stress Management Maximum Amount\$25,000
 - E. Family Expense Benefit Amount (per day).....\$100
 - F. Family Bereavement and Trauma Counseling Benefit Amount (per person).....\$1,000
- VI. Felonious Assault Benefit Amount.....\$25,000**
- VII. Home Alteration and Vehicle Modification Benefit Maximum Amount\$50,000**
- VIII. Optional Benefits**
- A. Weekly Hospital Benefit Amount..... NONE
 - B. First Week Total Disability Benefit Amount..... NONE
 - C. Coordinated 28 Day Total Disability Benefit Amount..... NONE
 - D. 24-Hour Accident Benefit Amount..... NONE
 - E. Off-Duty Accident Benefit Amount\$25,000

SCHEDULE OF FORMS AND RIDERS

POLICY FORMS ATTACHED AT ISSUANCE:

V50001NUFIC-MO	Schedule of Coverage - Career
V50005NUFIC	Blanket Accident and Sickness Insurance Policy - Career Members
V50003NUFIC	Optional Career Benefits Rider
V50018MUFIC-MO	Missouri Residents Rider
V50020NUFIC	Administrative Personnel Rider (Career Members)
V50036NUFIC	Mandatory Quarantine Rider
89644 (06/13)	Economic Sanctions Endorsement
OFAC Notice	Office of Foreign Assets Control Notice

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

NOTICE

This is not comprehensive health insurance coverage. It does not satisfy the requirements of minimum essential coverage under the Affordable Care Act.

BLANKET ACCIDENT AND SICKNESS INSURANCE POLICY CAREER MEMBERS

This policy is a legal contract between the **Policyholder** and/or **Participating Organization** named in the application and **Us**. **We** agree to insure certain persons (herein called **Insured Persons**) against loss covered by this policy subject to its provisions, benefits, limitations and exclusions. The persons eligible to be insured are all persons described in this policy as **Insured Persons**. This policy provides accident and sickness insurance to **Insured Persons** while they are participating in a **Covered Activity**.

CONSIDERATION – TERM

This policy is issued in consideration of the payment of the required premium when due as shown in the **Schedule**. **We** agree to provide the benefits shown in the **Schedule** to **Insured Persons** in accordance with the provisions and conditions of this policy. This policy may be changed or terminated without consent of or notice to each **Insured Person**.

The term of this policy begins on the policy Effective Date and continues in effect until the policy Termination Date, both of which are shown in the **Schedule**, as long as premiums are paid when due, unless otherwise terminated as further provided in this policy. If this policy is terminated, insurance ends on the date to which premiums have been paid. All periods of insurance will begin and end at 12:01 AM Standard Time at the address of the **Policyholder** and/or **Participating Organization**.

RENEWAL

After the policy Termination Date shown in the **Schedule**, this policy may be renewed for additional periods of time by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization** at the premium rates set by **Us** for the renewal period. If this policy is not renewed, insurance will stop on the date to which premiums have been paid subject to the Grace Period provision.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This policy begins on the policy Effective Date shown in the **Schedule** at 12:01 AM Standard Time at the address of the **Policyholder** and/or **Participating Organization** where this policy is delivered.

Termination Date. **We** may terminate this policy by giving 30 days advance notice in writing to the **Policyholder** and/or **Participating Organization**. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization**. Termination takes effect at 12:01 AM at the **Policyholder** and/or **Participating Organization's** address on the date of termination.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Coverage for an **Insured Person** will take effect on the later of: (1) the policy Effective Date shown in the **Schedule**; or (2) the date he or she becomes an **Insured Person** as defined in this policy.

Coverage for an **Insured Person** will end on the earliest of: (1) the date this policy terminates; (2) the date he or she is no longer an **Insured Person** as defined in this policy; or (3) the date the **Policyholder** and/or **Participating Organization's** coverage ends.

Termination of coverage will not affect any loss resulting from participation in a **Covered Activity** when such participation occurred prior to the date of termination.

PREMIUM

Premiums. Premiums are payable to **Us** at the rates described in the Premium section of the **Schedule**. **We** may change the required premiums as a condition of any renewal of this policy. **We** may also change the required premiums at any time when any change in coverage affecting premiums is made in this policy.

This policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

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DEFINITIONS

(Additional defined terms can be found throughout this policy)

Any term in capitals and quotations or any term in bold type in the policy, application, riders, endorsements, amendments or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Administrative Personnel – means a person who works an average of 25 hours or more per week while acting within the scope of his or her employment for the **Policyholder** and/or **Participating Organization**, which does not include any emergency response or any emergency response training as listed in items (1), (2), (3) or (4) under **Covered Activities**.

Average Weekly Wage – means an average weekly wage determined by the greater of:

- (1) the weekly average of the total of wages, salaries, tips, or unemployment compensation for the calendar year immediately preceding the year in which the loss occurred;
- (2) the weekly average of wages earned in the 12 months preceding the loss;
- (3) the weekly average of the annualized weekly wage earned in the three months preceding the loss; or
- (4) for the self-employed, the weekly average of the amount taken from Schedule C, E, or F which is reported on IRS Form 1040 as net taxable income, excluding rental, investment or passive income.

The **Average Weekly Wage** will be verified by the **Insured Person's** employer and/or tax records.

Consumer Price Index – means the consumer price index published by the United States Department of Labor's Bureau of Labor Statistics for All Urban Consumers, All Items (CPI-U).

Covered Activity – means any activity, including travel directly to and from such activity, which is a normal duty of an **Insured Person**, including any:

- (1) emergency response for fire suppression and rescue or emergency medical activity;
- (2) training exercise which simulates an emergency and where active physical participation is required;
- (3) **Firematic Events or Contests**;
- (4) class room training;
- (5) fund-raising activities including athletic activities solely for the purpose of raising funds for the **Policyholder** and/or **Participating Organization** or other non-profit organization when such fund-raising is performed as an activity of the **Policyholder** and/or **Participating Organization**, except any form of football, hockey, lacrosse, soccer, boxing, rugby or martial arts;
- (6) official functions attended primarily by members of the **Policyholder** and/or **Participating Organization** for which the purpose is to further the business of the **Policyholder** and/or **Participating Organization** (i.e. installation dinners, banquets, etc.);
- (7) official conventions, conferences or meetings of emergency fire, rescue or medical personnel attended by the **Insured Person** on behalf of the **Policyholder** and/or **Participating Organization** including personal travel and activities related to attending such convention, conference or meeting;
- (8) participation in pre-approved covered athletic events or programs conducted on the premises of the **Policyholder** and/or **Participating Organization**;
- (9) authorized public safety education events; and
- (10) administrative or maintenance duties.

Under no circumstance is there coverage for participation in the athletic events listed in Exclusion number 9.

The **Covered Activity** must be performed at the direction, or with the knowledge, of an officer of the **Policyholder** and/or **Participating Organization**, unless immediate action is required of the **Insured Person** at the scene of an emergency not on behalf of the **Policyholder** and/or **Participating Organization** or any other organization.

Covered Person - means all members who are listed on the **Policyholder** and/or **Participating Organization's** roster. The roster will be maintained and periodically updated by the **Policyholder** and/or **Participating Organization**. The roster will be kept on file by the **Policyholder** and/or **Participating Organization**.

Dependent Child - means any unmarried child of the **Insured Person** who was dependent upon the **Insured Person** and either claimed on the **Insured Person's** most recent or final federal tax return, or was dependent as a result of a legally enforceable agreement filed with a court or other administrative body.

Firematic Events or Contests – means practice or participation in an organized event intended to enhance the **Insured Person's** skills or emergency reaction times. These events include, but are not limited to, departmental or interdepartmental:

- (1) apparatus pumping contests;
- (2) battle of the barrel;
- (3) antique pumping;
- (4) hose rolling contests;
- (5) equipment donning contests;
- (6) bucket brigades;
- (7) ladder climbs;
- (8) tug of war contests; and
- (9) apparatus operation rodeos.

Gainful Occupation – means a job for which an **Insured Person** is qualified by reason of education, training or experience, that has a reasonable expectation to provide more than 85% of pre-disability earnings.

Hemiplegia – means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body.

HIV - means human immunodeficiency virus.

Hospital - means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s); and
- (4) is supervised by one or more **Physicians**.

A **Hospital** does not include:

- (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or
- (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

Illness(es) – means any disease, sickness, or infection of an **Insured Person** while coverage under this policy is in force as to the **Insured Person**. The **Illness** must:

- (1) manifest itself during a specific **Covered Activity** with the result that the **Insured Person** interrupts his or her participation in such **Covered Activity** in order to receive immediate **Medical Treatment**; or
- (2) directly result from participation in a **Covered Activity** and also result in the **Insured Person** receiving **Medical Treatment** within 48 hours of participation in such **Covered Activity**. The requirement that **Medical Treatment** be received within 48 hours is waived for **Infectious Diseases**.

Immediate Family Member – means the **Insured Person's** spouse, child, parent, brother or sister.

Infectious Disease(s) – means an easily transmitted, potentially life-threatening disease resulting from bacterial, viral, fungal, or protozoan infection.

Injury(ies) – means accidental bodily injury sustained by the **Insured Person**:

- (1) during and resulting from an **Insured Person's** participation in a specific **Covered Activity** while coverage under this policy is in force as to the **Insured Person**;
- (2) which directly (independent of sickness, disease, mental incapacity or any other cause) causes a loss to the **Insured Person**; and
- (3) which is not otherwise defined as an **Illness**.

The term **Injury**, for the purposes of this policy, will not include human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC), or any heart or circulatory malfunction.

Insured Person(s) – means:

- (1) a **Paid Employee**; and
- (2) any bystander deputized at the time of the emergency by an official of the **Policyholder** and/or **Participating Organization** to assist in an emergency, but only during the actual emergency.

Limb(s) - means entire arm or entire leg.

Long-Term Total Disability - means:

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means the inability to perform all of the material and substantial duties of any **Gainful Occupation**.
- (2) For an **Insured Person** who does not have an occupation producing wages as described in the definition of **Average Weekly Wage** at the time **Total Disability** benefits become payable, **Long-Term Total Disability** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform any two of six activities of daily living of the **Insured Person**. Activities of daily living include mobility, eating, elimination, cognition, personal hygiene, and dressing.

The **Insured Person** must be under the regular care of a **Physician** during **Long-Term Total Disability**.

Medical Treatment - means treatment by a **Physician** or at a **Hospital** for the **Illness**.

Other Valid and Collectible Insurance – means any:

- (1) group plan, program, or insurance policy;
- (2) other group hospital, surgical or medical benefit plan;
- (3) union welfare plans or group employer or employee benefit programs;
- (4) no-fault automobile insurance plan or similar law; or
- (5) regular or disability benefits paid under a **Retirement Program** after the commencement of **Partial Disability** or **Total Disability** benefits under this policy.

Other Valid and Collectible Insurance will not include benefits provided by the United States Social Security Act or any individual disability insurance plans.

Out-Patient Physical Therapy – means rehabilitative physical therapy which is:

- (1) received without being confined overnight in a **Hospital** as a registered bed patient;
- (2) an approved therapy program;
- (3) necessary for the rehabilitation of an **Insured Person** from an **Injury** or an **Illness** for which he or she was confined in a **Hospital** for treatment;
- (4) administered by a licensed physical therapist; and
- (5) monitored by a **Physician**.

Paid Employee(s) – means a person who receives compensation and works an average of 25 hours or more per week for the **Policyholder** and/or **Participating Organization**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** does not include **Administrative Personnel**.

Paraplegia - means the complete and irreversible paralysis of both lower **Limbs**.

Partial Disability, Partially Disabled – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform one or more, but not all, of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Partial Disability, Partially Disabled** means:
 - (a) the inability to perform one or more, but not all, of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform one or more, but not all, of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Partial Disability**.

Participating Organization(s) – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Participating Organization** is named in the **Schedule** and/or the Schedule of Policyholders/Participating Organizations. Coverage for such **Participating Organization** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Permanent Impairment - means a medical condition which is a physical or functional abnormality or loss, which remains after the maximum medical rehabilitation has been achieved, and which is considered stable or non-progressive by the **Physician** at the time an evaluation is made.

Physician(s) – means any duly licensed medical practitioner:

- (1) who is acting within the scope of his or her license; and
- (2) who is not the **Insured Person** or an **Immediate Family Member**.

Policyholder – means a non-profit emergency service organization, municipality or political subdivision that elects coverage under this policy and pays the required premium. The **Policyholder** is named in the **Schedule**. Coverage for such **Policyholder** will be in force at 12:01 A.M. on the policy Effective Date shown in the **Schedule** subject to payment of the required premium. Coverage is limited to **Insured Persons** of any fire, emergency, rescue, or ambulance department of the municipality or political subdivision.

Post-Traumatic Stress Disorder – means emotional distress resulting from a **Traumatic Incident** experienced by an **Insured Person** which adversely affects the psychological and physical well-being of the **Insured Person**.

Quadriplegia - means the complete and irreversible paralysis of both upper and both lower **Limbs**.

Reasonable and Customary Expense – means an expense which:

- (1) is charged for treatment, supplies or medical services medically necessary to treat the **Insured Person's** condition;
- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (3) does not include charges that would not have been made if no insurance existed.

Retirement Program - means any normal, early, or disability retirement benefit, provided by the **Policyholder** and/or **Participating Organization**, State, Union or other entity where eligibility and/or benefits are based on employment with the **Policyholder** and/or **Participating Organization**.

Schedule – means the Schedule of Coverage which is attached to this policy.

Total Disability, Totally Disabled – means,

- (1) For an **Insured Person** with an occupation producing wages as described in the definition of **Average Weekly Wage**, the inability to perform all of the material and substantial duties of his or her own occupation.
- (2) If the **Insured Person** does not have an occupation producing wages as described in the definition of **Average Weekly Wage**, **Total Disability, Totally Disabled** means:
 - (a) the inability to perform all of the material and substantial duties of an occupation for which the **Insured Person** is qualified by reason of education, training, or experience; or
 - (b) the inability to perform all of the regular activities of the **Insured Person** prior to the covered **Injury** or **Illness**.

The **Insured Person** must be under the regular care of a **Physician** during **Total Disability**.

Traumatic Incident – means an abnormal experience, outside the range of usual human experiences and includes, but is not limited to:

- (1) line-of-duty death or serious injury to other **Insured Persons**;
- (2) a single incident having multiple casualties;
- (3) death or serious injury of a child; and
- (4) dealing with victims known to the **Insured Person**.

Uniplegia - means the complete and irreversible paralysis of one **Limb**.

We, Us, or Our refers to National Union Fire Insurance Company of Pittsburgh, Pa.

PART I. LOSS OF LIFE BENEFITS

A. ACCIDENTAL DEATH BENEFITS

- (1) Accidental Death Benefit. **We** will pay the Accidental Death Benefit Amount shown in the **Schedule** if **Injury** to an **Insured Person** results in the **Insured Person's** death.

In the event that an Accidental Death Benefit and an Accidental Dismemberment Benefit and/or a Vision Impairment Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

- (2) Seat Belt Benefit. If an Accidental Death Benefit is payable under this policy and the accident which caused the **Insured Person's** accidental death occurred while the **Insured Person** was wearing a properly fastened automotive seat belt or other vehicle occupant restraint, such as an ambulance harness or tether, **We** will pay an additional amount equal to the Seat Belt Benefit Amount shown in the **Schedule**.

- (3) Safety Vest Benefit. If an Accidental Death Benefit is payable under this policy and death results from being struck as a pedestrian while on the scene of a motor vehicle accident or while directing traffic and the **Insured Person** was wearing an approved American National Standards Institute, Inc. (ANSI)/ Manual on Uniform Traffic Control Devices (MUTCD) "Safety Vest", **We** will pay an additional amount equal to the Safety Vest Benefit Amount shown in the **Schedule**.

"**Safety Vest**" - means a vest approved in the MUTCD as published by the ANSI.

- (4) Military Death Benefit. If bodily injury sustained while serving or training on behalf of the United States Military or respective Guard or Reserve Unit results in a **Covered Person's** death, **We** will pay the Military Death Benefit shown in the **Schedule**. Death must occur within 12 months of the bodily injury. Exclusions 4 and 8 do not apply to this benefit.

No Military Death Benefit is payable if an Accidental Death Benefit is payable under this policy.

B. ILLNESS LOSS OF LIFE BENEFIT

If death to an **Insured Person**:

- (1) occurs during a specific **Covered Activity** and is not otherwise payable as an Accidental Death Benefit;
or
(2) occurs due to a covered **Illness** as a result of participation in a specific **Covered Activity**; or
(3) occurs due to a heart attack or stroke within 48 hours of participating in:
(a) an emergency response for fire suppression and rescue or emergency medical activity; or
(b) a training exercise which simulates an emergency and where active physical participation is required,

We will pay the Illness Loss of Life Benefit shown in the **Schedule**

Either death or **Medical Treatment** for the **Illness** must occur within 48 hours of the **Covered Activity**. The requirement that death or **Medical Treatment** for the **Illness** be within 48 hours is waived for **Infectious Disease**.

No Illness Loss of Life Benefit will be payable if an Accidental Death Benefit is payable under the policy, or if, as a direct result of participation in the same **Covered Activity**, an HIV Positive Benefit was paid to the **Insured Person** under this policy.

C. DEPENDENT CHILD AND EDUCATION BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the **Dependent Child** and Education Benefit Amount shown in the **Schedule** for each **Dependent Child**. **We** may make payment directly to the **Dependent Child's**:

- (1) guardian; or
- (2) to an individual or institution with custody of the **Dependent Child** if;
 - (a) the **Dependent Child** is a minor or is not competent to give a valid receipt for payment due him or her; and
 - (b) no request for payment has been received by **Us** from a duly appointed guardian or other legally appointed representative.

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

D. SPOUSAL SUPPORT AND EDUCATION BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Spousal Support and Education Benefit Amount shown in the **Schedule** to the **Insured Person's** surviving spouse. In no event will more than one Spousal Support and Education Benefit Amount be paid.

E. MEMORIAL BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy for each such death, **We** will also pay the Memorial Benefit Amount shown in the **Schedule** to the **Policyholder** and/or **Participating Organization**.

F. DEPENDENT ELDER BENEFIT

If either an Accidental Death Benefit or an Illness Loss of Life Benefit is payable under the policy, **We** will pay the Dependent Elder Benefit Amount shown in the **Schedule** for each "Dependent Elder". **We** may make payment directly to the "Dependent Elder". Payment made in this manner will release **Us** from all liability to the extent of any payment made.

"**Dependent Elder**" - means any parent, parent-in-law, grandparent, grandparent-in-law, great grandparent or great grandparent-in-law of the **Insured Person** who was dependent upon the **Insured Person** and claimed on the **Insured Person's** final federal tax return.

G. REPATRIATION BENEFIT

If an Accidental Death Benefit or Illness Loss of Life Benefit is payable under this policy and the **Insured Person** was beyond a 30 mile radius from his or her current place of primary residence at the time of death, **We** will pay for reasonable expenses incurred to transport his or her body to the local vicinity of their current place of primary residence.

We will not pay more than the Repatriation Benefit Amount shown in the **Schedule** per **Insured Person**.

PART II. LUMP SUM LIVING BENEFITS

A. ACCIDENTAL DISMEMBERMENT AND PARALYSIS BENEFIT

If **Injury** to an **Insured Person** results in a “Loss” listed below, **We** will pay the indicated percentage of the Accidental Dismemberment and Paralysis Principal Sum shown in the **Schedule** for the “Loss” suffered. If the **Insured Person** suffers more than one “Loss” as a result of any one **Injury**, only one amount, the largest, will be paid.

Accidental Dismemberment and Paralysis Chart

<u>For Loss of:</u>	<u>% of Principal Sum Payable</u>
Quadriplegia	200%
Paraplegia	200%
Hemiplegia	200%
Uniplegia	100%
Both Hands or Both Feet	100%
One Hand and One Foot.....	100%
Entire Sight of Both Eyes	100%
One Hand and Entire Sight of One Eye	100%
One Foot and Entire Sight of One Eye	100%
Speech and/or Hearing	100%
One Arm or One Leg	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%
Both Thumbs	50%
One Thumb.....	25%
Each Joint of a Finger or Toe	10%

“**Loss**” - means **Quadriplegia**, **Paraplegia**, **Hemiplegia**, **Uniplegia**, or with reference to the foot, a complete severance through or above the ankle joint; with reference to the hand, the complete severance of the distal, proximal or medial phalanx of four fingers; with reference to the arm or leg, the complete severance through or above the elbow or knee joint; with reference to the thumb, the complete severance at the metacarpophalangeal joint; and with reference to a joint of a finger or toe, the complete severance of a distal, proximal or (where applicable) medial phalanx. “**Loss**” of speech or hearing means the total and irrecoverable loss of speech and/or hearing. “**Loss**” of sight means the total and irrecoverable loss of sight.

In the event that an Accidental Dismemberment Benefit and an Accidental Death Indemnity Benefit are payable under this policy as a result of any **Injury** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

B. VISION IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in “Permanent Damage” to the **Insured Person’s** eyesight, **We** will pay the indicated percentage of the Vision Impairment Benefit Principal Sum shown in the **Schedule**, for each impaired eye, based on the degree of vision impairment according to the Vision Impairment Chart shown below. This benefit chart will apply separately to each eye.

Vision Impairment Chart

<u>Vision Impairment</u>	<u>% of Vision Impairment Benefit Payable Per Each Eye</u>
20/20	0.00%
20/30	2.75%
20/40	5.50%
20/50	8.25%
20/60	11.00%
20/80	16.50%
20/100	22.00%
20/120	28.00%
20/150	36.00%
20/180	44.50%
20/200 or poorer	50.00%

If the sight of an eye is less than 20/20 before the "Permanent Damage", **We** will pay a benefit based only upon the additional impairment due to the **Injury**. In no event will **We** pay both an Accidental Dismemberment and Paralysis Benefit for a loss of sight and a Vision Impairment Benefit for **Injury** to the same eye sustained while participating in the same **Covered Activity**.

If a Vision Impairment Benefit is payable, it will be in addition to any Accidental Dismemberment and Paralysis Benefit payable for any non-vision related **Injury** sustained while participating in the same **Covered Activity**. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

"**Permanent Damage**" - means with reference to the eyes, irreparable **Injury** which results in permanently impaired vision, but not in total and irrecoverable loss of sight.

C. INJURY PERMANENT IMPAIRMENT BENEFIT

If an **Insured Person** suffers a **Permanent Impairment** due to an **Injury** and the **Insured Person** participates in an approved physical rehabilitation program if his or her physical condition so warrants, **We** will pay the impairment rating percentage of the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule**. In no event will an Injury Permanent Impairment Benefit be payable if the Heart Permanent Impairment Benefit or an Illness Permanent Impairment Benefit is payable for any one **Injury** or **Illness** sustained while participating in the same **Covered Activity**.

To Determine the Benefit Payable

The **Insured Person's Permanent Impairment**, due to an **Injury**, will be assigned an impairment value by an examining **Physician**. This value will be expressed as a percentage in relation to the whole person. The impairment rating will be determined by the most current edition of the American Medical Association's (AMA) "Guides to the Evaluation of Permanent Impairment". This percentage rating will be applied to the Injury Permanent Impairment Benefit Principal Sum shown in the **Schedule** to determine the Injury Permanent Impairment Benefit amount payable under this policy.

If an **Injury** results in **Uniplegia**, **We** will pay 100% of the Injury Permanent Impairment Principal Sum shown in the **Schedule**.

If, due to an **Injury**, the **Insured Person** has a **Permanent Impairment** rating of 90% or higher the **Insured Person** will receive 125% of the Injury Permanent Impairment Benefit Principal Sum.

For example:

- (1) if a knee **Injury** resulted in an AMA guideline lower extremity impairment rating of 38%, which equates to 15% of the whole body, the benefit would be 15% of the Injury Permanent Impairment Benefit Principal Sum; or
- (2) if a combination of leg and back **Injuries** result in an AMA guideline whole person impairment rating of 12% and 17%, respectively, which equates to a combined whole person impairment rating of 27%, the benefit would be 27% of the Injury Permanent Impairment Benefit Principal Sum; or
- (3) if a fracture at the second cervical vertebra causes incomplete **Quadriplegia** with an AMA guideline whole person impairment rating of 93%, the benefit would be increased to 125% of the Injury Permanent Impairment Benefit Principal Sum since the impairment rating is 90% or higher.

Any Injury Permanent Impairment Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy. However, in no event will the total amount of benefit payable as the result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule**, unless;

- (1) the Permanent Impairment rating for an **Injury** is 90% or higher in which case **We** will pay 125% of the Injury Permanent Impairment Principal Sum; or
- (2) an **Injury** results in **Quadriplegia**, **Paraplegia** or **Hemiplegia** in which case **We** will pay 200% of the Injury Permanent Impairment Principal Sum.

If the **Insured Person** is impaired prior to the time of **Injury**, the impairment rating that represents the pre-existing condition will be deducted from the **Permanent Impairment** evaluation due to the **Injury** as described above.

D. HEART PERMANENT IMPAIRMENT BENEFIT

If the **Insured Person** has a "Heart Permanent Impairment" due to a heart condition that results in at least 26 weeks of **Total Disability**, based upon the degree of heart impairment according to the Heart Permanent Impairment Benefit Chart shown below, **We** will pay the indicated percentage of the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

No more than nine months after the **Covered Activity**, the **Insured Person's** highest "Left Ventricular Ejection Fraction" and lowest "New York Heart Association Functional Classification" will be obtained and compared to the Heart Permanent Impairment Benefit Principal Sum shown in the **Schedule**. The ratings must result from evaluations performed after the **Covered Activity** date.

If the **Insured Person** had a "Left Ventricular Ejection Fraction" of 35% or lower prior to the **Covered Activity** date, no Heart Permanent Impairment Benefit is due.

Heart Permanent Impairment Benefit Chart

Left Ventricular Fraction	Ejection	New York Heart Association Functional Classification	Heart Permanent Impairment Benefit Due
26 to 30% function		Class II	25%
26 to 30% function		Class III or IV	50%
21 to 25% function		Class II or III	50%
21 to 25% function		Class IV	75%
Less than 21% function		Class II or III	75%
Less than 21% function		Class IV	100%

The benefit due is calculated by multiplying the percentage due and the Principal Sum. The benefit is further modified by the **Insured Person's** age on the date of the heart impairment, according to the following table:

• Age 40 or less	-	125% of amount payable
• Age 41 to 65	-	75% of amount payable
• Age 66 or over	-	50% of amount payable

For example:

- (1) if a 30 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 17% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 125% since the age is less than 40, for a total benefit of 125% of the Heart Permanent Impairment Benefit; or,
- (2) if a 55 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 19% and a "New York Heart Association Functional Classification" of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 75% since the age is between 41 and 65, for a total benefit of 75% of the Heart Permanent Impairment Benefit; or,
- (3) if a 68 year old (on the date of heart impairment) has a "Left Ventricular Ejection Fraction" of 18% and a "New York Heart Association Functional" Classification of Class IV, the benefit would be 100% of the Heart Permanent Impairment Benefit times 50% since the age is 66 or over, for a total benefit of 50% of the Heart Permanent Impairment Benefit.

"Heart Permanent Impairment" - means a medical condition which is a physical and functional abnormality or loss as a consequence of an **Insured Person** sustaining a heart impairment as a result of a **Covered Activity**, resulting in: (1) a "Left Ventricular Ejection Fraction" of 30% or less; and (2) a "New York Heart Association Functional Classification" of II, III, or IV; and (3) at least 26 weeks of **Total Disability**.

"Left Ventricular Ejection Fraction" - means a clinically used measure of the percentage of blood the heart is able to eject from the left ventricle.

"New York Heart Association Functional Classification" is a standard measurement of how heart function affects activities of daily living. Below is a summary of the New York Heart Association Classification:

- I. No symptoms and no limitation in ordinary physical activity.
- II. Mild symptoms and slight limitation during ordinary activity. Comfortable at rest.
- III. Marked limitation in activity due to symptoms, even during less-than-ordinary activity. Comfortable only at rest.
- IV. Severe limitations. Experiences symptoms even while at rest.

E. ILLNESS PERMANENT IMPAIRMENT BENEFIT

If **Illness** to an **Insured Person** results in five years (260 weeks) of Total Disability Benefits, **We** will pay the indicated percentage of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

If the **Insured Person** is unable to return to his or her occupation after five years (260 weeks) of Total Disability Benefits, 50% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** is unable to return to any **Gainful Occupation** after five years (260 weeks) of Total Disability Benefits, 75% of the Illness Permanent Impairment Benefit Principal Sum shown in the **Schedule** is payable. If the **Insured Person** has been approved for Social Security disability benefits or, if not eligible for Social Security disability benefits, otherwise meets the eligibility criteria for

Social Security disability benefits, 125% of the Illness Permanent Impairment Benefit Principal Sum as shown in the **Schedule** is payable.

The five year (260 week) period of **Total Disability** does not need to be consecutive weeks but must be payable as a result of one **Illness** sustained while participating in the same **Covered Activity**.

If an **Insured Person** has received a Heart Permanent Impairment Benefit and later becomes eligible for payment under this benefit for the same condition, the amount payable under this benefit is the indicated percentage of the Illness Permanent Impairment Principal Sum shown in the **Schedule**, less the amount previously paid under the Heart Permanent Impairment Benefit. The indicated percentage described in the first paragraph of this section will also apply to the total amount payable.

F. COSMETIC DISFIGUREMENT RESULTING FROM BURNS BENEFIT

If, as the result of **Injury**, an **Insured Person** suffers a cosmetic disfigurement due to a burn that is classified as a full thickness or third degree burn, **We** will pay the indicated percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule**.

To Determine the Benefit Payable

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this benefit will be based on a percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum shown in the **Schedule** and depend on the area of the body which was burned. The benefit payable for any one loss is determined by the following formula:

- (1) First the area of the body that was burned is assigned an area classification factor by using the chart shown below. Each body part is assigned a classification relative to its visible exposure (i.e., the more visible the exposure the higher the classification);
- (2) This area classification factor is multiplied by the percentage of body surface actually burned. The attending **Physician** will determine the percentage applicable to each burn. The chart below lists the maximum allowance percentage for body surface burned for each area classification;
- (3) Steps 1 and 2 will produce a numerical factor that will be multiplied by the Cosmetic Disfigurement Resulting From Burns Principal Sum to determine the percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable under this benefit.

For example, by using the Cosmetic Burn Chart shown below:

- (a) if 100% of the surface of the right hand and forearm were burned the benefit would be $5 \times 4.5\% = 22.5\%$ of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable; or
- (b) if 50% of the surface of the right hand and forearm were burned the benefit would be $5 \times 2.25\%$ (which is 50% of 4.5) = 11.25% of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable.

The following is a burn chart from which benefits can be determined. This chart represents the maximum percentage of the Cosmetic Disfigurement Resulting From Burns Principal Sum payable for a covered cosmetic disfigurement **Injury**. If the **Insured Person** suffers burns in more than one area as a result of any one **Injury**, benefits will not exceed more than 100% of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Cosmetic Burn Chart

<u>Body Part</u>	<u>Area Classification</u>	<u>Maximum Allowable % for Area Surface Burned</u>	<u>Maximum % of Cosmetic Disfigurement Resulting from Burns Principal Sum</u>
Face, Neck, Head	11	9.0%	100.0%
Hand & Forearm (Right)	5	4.5%	22.5%
Hand & Forearm (Left)	5	4.5%	22.5%
Upper Arm (Right)	3	4.5%	13.5%
Upper Arm (Left)	3	4.5%	13.5%
Torso (Front)	2	18.0%	36.0%
Torso (Back)	2	18.0%	36.0%
Thigh (Right)	1	9.0%	9.0%
Thigh (Left)	1	9.0%	9.0%
Lower Leg (Right) (below knee)	3	9.0%	27.0%
Lower Leg (Left) (below knee)	3	9.0%	27.0%

The percentage shown is based on 100% of the Body Part identified being burned. Please refer to the **Schedule** for the amount of the Cosmetic Disfigurement Resulting From Burns Principal Sum.

Any Cosmetic Disfigurement Resulting From Burns Benefit payable under this policy will be in addition to any Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, or Illness Permanent Impairment Benefit payable under this policy. However, in no event will the total amount of benefits payable as a result of any one **Injury** exceed 100% of the largest Principal Sum shown in the **Schedule** for these benefits.

G. HIV POSITIVE LUMP SUM LIVING BENEFIT

If, as a direct result of participation in a specific **Covered Activity**, an **Insured Person** tests "HIV Positive", **We** will pay the HIV Positive Lump Sum Living Benefit Principal Sum shown in the **Schedule**.

In the event that an HIV Positive Lump Sum Living Benefit and (1) an Illness Loss of Life Benefit or (2) an Illness Permanent Impairment Benefit are both payable under this policy as a result of any one **Illness** sustained while participating in the same **Covered Activity**, only one benefit, the largest, will be paid.

"HIV Positive" - means the presence of **HIV** antibodies in the blood of an **Insured Person** as substantiated through both a positive screening test (enzyme-linked immunosorbent assay (ELISA) and a positive supplemental test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positivity as specified by the manufacturer(s).

PART III. WEEKLY INCOME BENEFITS

A. TOTAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Total Disability**, **We** will pay the Total Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Total Disability**.
- (2) If **Total Disability** continues beyond 28 days, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of any disability income benefits paid or payable to the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Total Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled** up to a maximum of five years (260 weeks).

- (3) The minimum benefit payable for **Total Disability** will be the Total Disability Minimum Weekly Amount shown in the **Schedule**. If, after **Total Disability** commences, benefits are payable under a **Retirement Program**, the Total Disability Minimum Weekly Benefit does not apply.

B. PARTIAL DISABILITY BENEFITS

- (1) If **Injury** or **Illness** to an **Insured Person** results in **Partial Disability**, **We** will pay the Partial Disability Weekly Amount shown in the **Schedule** for the first 28 days of **Partial Disability**.
- (2) If **Partial Disability** continues beyond 28 days, **We** will pay 50% of the difference between the **Insured Person's Average Weekly Wage**, and the sum of any earned income, disability income benefits paid or payable to the **Insured Person** from any Workers' Compensation act or similar law and **Other Valid and Collectible Insurance**, not to exceed the Partial Disability Maximum Weekly Amount shown in the **Schedule**, for each week the **Insured Person** is **Partially Disabled** up to a maximum of 52 weeks.
- (3) The minimum benefit payable for **Partial Disability** will be the Partial Disability Minimum Weekly Amount shown in the **Schedule**.

C. DISABILITY BENEFITS GENERAL

If an **Insured Person** is **Totally Disabled** or **Partially Disabled** for less than a week, **We** will pay 1/7 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The amount of Total Disability Benefits or Partial Disability Benefits payable to an **Insured Person** who is **Totally Disabled** or **Partially Disabled** will be increased after Total Disability Benefits or Partial Disability Benefits have been paid to the **Insured Person** for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%. The increase will apply to either the **Insured Person's Average Weekly Wage** at the time of the **Covered Activity** which caused the **Injury** or **Illness**, or to the Total Disability Benefit or Partial Disability Benefit, whichever results in the higher benefit to the **Insured Person**.

In the event that benefits are payable for both **Total Disability** and **Partial Disability** resulting from **Injury** or **Illness** sustained while participating in the same **Covered Activity**, the maximum benefit period for all benefits is five years (260 weeks).

Periods of **Total Disability** or **Partial Disability** separated by less than five years (260 weeks) will be considered one period of disability unless due to separate and unrelated causes.

PART IV. OCCUPATIONAL RETRAINING BENEFIT

If, as a result of **Injury** or **Illness**, an **Insured Person** is not able to remain or continue in a **Gainful Occupation** and chooses to enroll in an institution of higher learning or professional or trade training program, **We** will pay for "Covered Retraining Expenses", up to the Occupational Retraining Benefit Maximum Amount shown in the **Schedule**. The objective of any professional or trade training program must be to return the **Insured Person** to work in an occupation to which he or she is suited. The professional or trade training program must be agreed upon by **Us** and the **Insured Person**.

We will pay any "Covered Retraining Expenses" incurred by an **Insured Person** in excess of benefits paid or payable under any Workers' Compensation act or similar law, no fault automobile insurance or similar law, and any **Other Valid and Collectible Insurance**.

“Covered Retraining Expenses” includes, but is not limited to, expenses for tuition, books, and any other training materials required by the institution of higher learning or professional or trade training program.

PART V. MEDICAL EXPENSE BENEFITS

A. MEDICAL EXPENSE BENEFIT

If, as a result of a covered **Injury** or **Illness**, an **Insured Person** incurs medical expenses, **We** will pay the **Reasonable and Customary Expenses** for necessary:

- (1) medical, **Hospital** or surgical treatment;
- (2) “Home Health Care”;
- (3) nursing services prescribed and monitored by a **Physician**;
- (4) Post-exposure Prophylaxis Protocol (PEP) treatment, when such treatment is advised by the attending **Physician**;
- (5) **Infectious Disease** screening test(s); or
- (6) Post-exposure preventive inoculations as a result of participation in a **Covered Activity**.

We will pay the medical expense benefits subject to the **Policyholder** and/or **Participating Organization's** choice of 1 or 2 below:

- (1) If “1” in the **Schedule** is marked with an “X”, **We** will pay any covered medical expenses incurred by an **Insured Person** in excess of benefits paid or payable under any Workers’ Compensation act or similar law, or no fault automobile insurance plan or similar law. If benefits are not payable under the applicable Workers’ Compensation act or similar law, but are covered under this policy, **We** will pay such benefits.
- (2) If “2” in the **Schedule** is marked with an “X”, **We** will pay any covered medical expenses incurred by an **Insured Person** on a primary basis regardless of benefits paid or payable under any Workers’ Compensation act or similar law, no fault automobile insurance plan or similar law, or any **Other Valid and Collectible Insurance**.

We will not pay more than the Medical Expense Benefit Maximum Amount shown in the **Schedule** for any one **Injury** or **Illness**.

“Home Health Care” - means those nursing and other home health care services provided to an **Insured Person** in his or her place of residence. “Home Health Care” must be:

- (1) performed by a “Home Health Care Practitioner”;
- (2) in lieu of confinement in a **Hospital** or nursing facility; and
- (3) pursuant to the orders of the attending **Physician**. Such attending **Physician's** orders must be written and include a plan of care which must be reviewed and approved by the **Physician**.

“Home Health Care Practitioner” - means a nurse, medical social worker, home health aide, physical therapist, or other medical practitioner. However, no provider will be considered a “Home Health Care Practitioner” unless such practitioner is:

- (1) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care received; and
- (2) not an **Insured Person** or an **Immediate Family Member**.

B. COSMETIC PLASTIC SURGERY BENEFIT

If an **Insured Person** requires skin grafting or plastic surgery due to an **Injury** for which Medical Expense Benefits are payable, **We** will pay the **Reasonable and Customary Expense(s)** incurred. **We** will not pay more than the Cosmetic Plastic Surgery Maximum Amount shown in the **Schedule** for any one **Injury**.

C. POST-TRAUMATIC STRESS DISORDER BENEFIT

If, as the result of participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, an **Insured Person** requires **Medical Treatment** for a **Post-Traumatic Stress Disorder**, **We** will pay the **Reasonable and Customary Expense(s)** incurred. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Post-Traumatic Stress Disorder Maximum Amount shown in the **Schedule** for each **Insured Person** for any one **Covered Activity**.

D. CRITICAL INCIDENT STRESS MANAGEMENT BENEFIT

If a "Critical Incident Stress Management Team" is requested and authorized by the **Policyholder** and/or **Participating Organization** and is required as a result of the **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force, **We** will pay the reasonable expenses incurred by a "Critical Incident Stress Management Team". Covered expenses include, but are not limited to, the cost of necessary transportation, meals, and lodging. **We** will not pay more than the Critical Incident Stress Management Maximum Amount which is shown in the **Schedule** regardless of the number of **Insured Persons** treated.

"Critical Incident Stress Management Team (CISMT)" - means a formally organized group of mental health professionals and peer support individuals trained to provide support services to emergency service personnel. Such support services include stress debriefing, defusing, demobilization, stress education, spousal support, one-on-one interviews, or on the scene support.

E. FAMILY EXPENSE BENEFIT

If an **Insured Person** is admitted to the **Hospital** as an inpatient due to a covered **Injury** or **Illness**, **We** will pay the Family Expense Benefit shown in the **Schedule** for each day of such **Hospital** confinement.

After such **Hospital** confinement, **We** will also pay 50% of the Family Expense Benefit shown in the **Schedule** for each day an **Insured Person** participates in **Out-Patient Physical Therapy** as a result of such **Injury** or **Illness**.

The Family Expense Benefit will be payable for a combined maximum of 26 weeks for any one **Injury** or **Illness** regardless of whether it is paid at 100% or 50%.

F. FAMILY BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

If an Accidental Death or Illness Loss of Life Benefit is payable under this policy or if an **Insured Person's** participation in a specific **Covered Activity** in which a **Traumatic Incident** occurred while coverage under this policy is in force and a **Dependent Child** or "Resident" **Immediate Family Member** of an **Insured Person** requires counseling, **We** will pay the reasonable expense(s) incurred for counseling. Treatment must be prescribed and monitored by a **Physician**. **We** will not pay more than the Family Bereavement and Trauma Counseling Benefit Maximum Amount shown in the **Schedule** for each **Dependent Child** or "Resident" **Immediate Family Member** for any one **Covered Activity**.

“Resident” - means that the **Immediate Family Member’s** domicile is at the home of the **Insured Person**. A domicile is where the **Immediate Family Member’s** permanent home is located or the place the **Immediate Family Member** intends to return to after a short-term absence, such as, but not limited to; vacation, business assignment, college, military assignment.

PART VI. FELONIOUS ASSAULT BENEFIT

If an **Insured Person** suffers a covered **Injury** or **Illness** as a result of a “Felonious Assault” that is directed at the **Insured Person** while he or she is participating in a **Covered Activity**, and one or more of the following are payable: Accidental Death Benefit, Illness Loss of Life Benefit, Accidental Dismemberment and Paralysis Benefit, Vision Impairment Benefit, Injury Permanent Impairment Benefit, Heart Permanent Impairment Benefit, Illness Permanent Impairment Benefit, Cosmetic Disfigurement Resulting from Burns Benefit, or HIV Positive Lump Sum Living Benefit as provided by this policy, and the Felonious Assault Benefit is indicated in the **Schedule**, **We** will pay the Felonious Assault Benefit Amount.

We will not pay more than the Felonious Assault Benefit Amount shown in the **Schedule** per **Insured Person**.

“Felonious Assault” will not apply to a Police Officer while acting within the scope of his or her employment.

“Felonious Assault” - means any willful or unlawful use of force upon the **Insured Person**:

- (1) with the intent to cause bodily injury to the **Insured Person**; and
- (2) that results in bodily harm to the **Insured Person**; and
- (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

PART VII. HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured Person**:

- (1) suffers an **Injury** or **Illness** that is payable under this policy and which results in a permanent and irrevocable loss;
- (2) did not, prior to the date of the **Covered Activity**, require alterations to the home and/or modifications to the vehicle; and
- (3) as a direct result of such **Injury** or **Illness** is now required to make alterations to the home and/or modifications to the vehicle;

We will pay the Home Alteration and Vehicle Modification Benefit for “Home Alteration and Vehicle Modification Expenses” that are incurred within three years after the date of the **Injury** or **Illness**, up to the Home Alteration and Vehicle Modification Maximum Amount shown in the **Schedule**, for all such losses caused by the same **Injury** or **Illness**.

We will pay any “Home Alteration and Vehicle Modification Expenses” incurred by an **Insured Person** in excess of benefits paid or payable under any Workers’ Compensation act or similar law, no fault automobile insurance plan or similar law, and any **Other Valid and Collectible Insurance**.

“Home Alteration and Vehicle Modification Expenses” - means one-time expenses that:

- (1) are charged for:
 - (a) alterations to the **Insured Person’s** residence that are necessary to make the residence accessible and habitable for an impaired individual; and
 - (b) modifications to a motor vehicle owned or leased by the **Insured Person** or modifications to a motor vehicle newly purchased for the **Insured Person** that are necessary to make the vehicle accessible to and/or drivable by the **Insured Person**; and
- (2) do not include charges that would not have been made if no insurance existed; and
- (3) do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the **Insured Person’s** residence and the modifications to his or her motor vehicle are:

- (1) made on behalf of the **Insured Person**;
- (2) in compliance with any applicable laws or requirements for approval by the appropriate government authorities; and
- (3) agreed to and approved by **Us**.

PART VIII. OPTIONAL BENEFITS

A. WEEKLY HOSPITAL BENEFIT

If Weekly Income Benefits are payable under this policy and the Weekly Hospital Benefit is indicated in the **Schedule**, **We** will also pay the Weekly Hospital Benefit shown in the **Schedule** if the **Insured Person** eligible to receive the Weekly Income Benefits requires **Hospital** confinement or **Out-Patient Physical Therapy** for the same **Injury** or **Illness**.

The Weekly Hospital Benefit starts on the first day the **Insured Person** is confined to a **Hospital** or begins **Out-Patient Physical Therapy**. If benefits are payable for less than a full week, **We** will pay 1/7 of the Weekly Hospital Benefit shown in the **Schedule** for each day the **Insured Person** is confined in the **Hospital** or receives **Out-Patient Physical Therapy**. This benefit will be limited to a maximum of 104 weeks for all **Injuries** or **Illnesses** resulting from the same **Covered Activity**.

If the **Insured Person** is in an intensive, cardiac or critical care unit, the Weekly Hospital Benefit Amount shown in the **Schedule** is doubled.

B. FIRST WEEK TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy, and the First Week Total Disability Benefit is indicated in the **Schedule**, **We** will pay a one-time additional weekly benefit equal to the First Week Total Disability Benefit Amount shown in the **Schedule** for the first week the **Insured Person** is **Totally Disabled**. If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the First Week Total Disability Benefit Amount for each full day of **Total Disability**. **We** will pay the First Week Total Disability Benefit Amount in addition to any other weekly benefit payable under this policy.

C. COORDINATED 28 DAY TOTAL DISABILITY BENEFIT

If an **Insured Person** becomes **Totally Disabled** and is eligible for Total Disability Benefits under this policy and the Coordinated 28 Day Total Disability Benefit is indicated in the **Schedule**, **We** will pay 100% of the difference between the **Insured Person's Average Weekly Wage** and the sum of the Total Disability Weekly Amount (first 28 days) payable under this policy and any disability income benefits received by the **Insured Person** from any Workers' Compensation act or similar law not to exceed the Coordinated 28 Day Total Disability Benefit Maximum Amount shown in the **Schedule**, for each week the **Insured Person** is **Totally Disabled**. This benefit is payable for the first 28 days of **Total Disability**.

If the **Insured Person** is **Totally Disabled** for less than one week, **We** will pay 1/7 of the Coordinated 28 Day Total Disability Benefit for each full day of **Total Disability**.

D. 24-HOUR ACCIDENT BENEFIT – INJURY ONLY

24-Hour Accidental Death Benefit. **We** will pay the 24-Hour Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

24-Hour Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the 24-Hour Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

We will pay the 24-Hour Accident Benefit Amount, as described above, when a **Covered Person** suffers a bodily injury at any time, whether during a **Covered Activity** or not, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment. Any 24-Hour Accident Benefit payable is in addition to any Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit or Vision Impairment Benefit payable under this policy.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for a 24-Hour Accidental Death, and/or a 24-Hour Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the 24-Hour Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both, a 24-Hour Benefit and an Off-Duty Accident Benefit be provided under this policy.

E. OFF-DUTY ACCIDENT BENEFIT – INJURY ONLY

Off-Duty Accidental Death Benefit. **We** will pay the Off-Duty Accident Benefit Amount shown in the **Schedule** if bodily injury to a **Covered Person** results in the **Covered Person's** death.

Off-Duty Accidental Dismemberment and Paralysis or Vision Impairment Benefit. In the event of dismemberment, paralysis or vision impairment the amount payable under this benefit will be calculated based on the Off-Duty Accident Benefit Amount indicated in the **Schedule** and the percentage indicated on the Accidental Dismemberment and Paralysis Chart or the Vision Impairment Chart.

We will pay the Off-Duty Accident Benefit, as described above, when a **Covered Person** suffers a bodily injury that does not occur during a **Covered Activity**, that results in the **Covered Person's** accidental death, dismemberment, paralysis or vision impairment.

In no event will the total amount of benefits payable as a result of any one bodily injury exceed 100% of the largest Benefit Amount for an Off-Duty Accidental Death, and/or an Off-Duty Accidental Dismemberment and Paralysis and/or a Vision Impairment. **We** will not pay more than 100% of the Off-Duty Accident Benefit Amount shown in the **Schedule**, or the indicated percentage on the Accidental Death, Dismemberment and Paralysis Chart per **Covered Person**, whichever is greater.

In no event will both, an Off-Duty Benefit and a 24-Hour Accident Benefit be provided under this policy.

EXCLUSIONS

We will not cover any loss caused by or resulting from:

- (1) suicide or any attempt at it; or intentionally self-inflicted injuries;
- (2) injuries that happen while flying except;
 - (a) as a passenger on a commercial aircraft;
 - (b) as a passenger on any aircraft while taking part in a **Covered Activity**;
- (3) injuries that happen while flying as a crew member, or during parachute jumps from the aircraft;
- (4) war or any act of war, whether declared or undeclared;
- (5) mental or emotional disorders, except as specifically provided for covered **Post-Traumatic Stress Disorder**;
- (6) treatment of alcoholism or drug addiction and any complications arising from it, except loss caused by **Injury** sustained during and resulting from a **Covered Activity**;
- (7) illness, except as provided by this policy;
- (8) military service of any state or country;
- (9) any form of football, hockey, lacrosse, soccer, boxing, rugby and martial arts;
- (10) any league sports event, except as covered under the Organized Team Sports Rider or
- (11) "Cancer".

"Cancer" - means any disease in which abnormal, unregulated cell growth forms malignant tumors and/or invades nearby tissues. This includes, but is not limited to: carcinoma, sarcoma, leukemia, lymphoma and multiple myeloma, and central nervous system cancers.

OTHER COVERAGE WITH US

If the **Insured Person** is covered under more than one similar policy issued by **Us**, the total benefits payable will not exceed those payable under the policy which provides the largest benefit.

GENERAL PROVISIONS

Entire Contract; Changes: The policy, application(s), riders, endorsements, amendments, or other attached papers make up the entire contract between the **Policyholder** and/or **Participating Organization** and **Us**.

No change in this policy will be valid until approved by one of **Our** executive officers. Such approval must be noted on or attached to the policy. No agent may change or waive any of the provisions of the policy.

Statements: In the absence of fraud, all statements made by the **Policyholder** and/or **Participating Organization** or any **Insured Person** will be considered representations and not warranties. No statement will be used to void the insurance or reduce benefits unless they appear in a written instrument signed by the **Policyholder** and/or **Participating Organization** and unless a copy of the statement is furnished to the **Insured Person**, his or her beneficiary or personal representative.

Incontestability: The validity of this policy will not be contested after it has been in force for two year(s) from the policy Effective Date shown in the **Schedule**, except as to nonpayment of premiums.

Grace Period: This policy has a 31 day grace period. This means if the premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period this policy will remain in force.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon after as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**.

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will need to meet the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder** and/or **Participating Organization's** name, and the Policy Number.

Proof of Loss: Proof must be given as soon as reasonably possible. If this policy provides for periodic payment for a continuing loss, **We** must be given written proof within 90 days after the end of each period for which **We** are liable. For any other loss, **We** must be given written proof within 90 days after that loss. If it was not reasonably possible to give written proof in the time required, **We** will not reduce or deny the claim for this reason, if the proof is filed as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss, **We** will pay any benefits due. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder** and/or **Participating Organization**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

If the **Policyholder** and/or **Participating Organization** requests, **We** may (at **Our** option) pay benefits to the **Policyholder** and/or **Participating Organization**. The **Policyholder** and/or **Participating Organization** will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

Any payment **We** make in good faith will end **Our** liability to the extent of the payment.

Physical Examination and Autopsy: **We**, at **Our** expense, have the right to have the **Insured Person** examined as often as reasonably necessary while a claim is pending under this policy. **We** may also have an autopsy performed unless prohibited by law.

Legal Actions: No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Change of Beneficiary: The **Insured Person** can change the beneficiary at any time by sending a written notice to the **Policyholder** and/or **Participating Organization**. The beneficiary's consent is not required for this or any other change in this policy, unless the designation of the beneficiary is irrevocable.

Conformity with State Statutes: Any provision of this policy, which, on its effective date, is in conflict with the laws of the state in which the **Insured Person** resides on that date, is amended to conform to the minimum requirements of such laws.

Clerical Error: The insurance of any **Insured Person** will not be affected by a clerical error made by the **Policyholder** and/or **Participating Organization** or **Us**. An error will not continue the insurance of an **Insured Person** beyond the date it would end under the policy terms if the error had not been made.

Examination and Audit: **We** will be permitted to examine and audit a **Policyholder** and/or **Participating Organization's** records relating to this policy at: (1) any reasonable time during the policy term; and (2) within two years after the expiration of the policy or until all claims have been settled or adjusted, whichever is later.

New Entrants: New eligible persons added from time to time to the group of **Insured Persons** originally insured under this plan will be automatically covered under this policy.

Duty to Cooperate: The **Policyholder**, **Participating Organization** and the **Insured Person** will cooperate with **Us** and assist **Us**, as **We** request, in the investigation of any claim reported under this policy. Neither the **Policyholder**, **Participating Organization** nor the **Insured Person** will voluntarily make payments, assume obligations, or incur expenses, except at the cost of the **Policyholder**, **Participating Organization** or the **Insured Person**.

Not In Lieu Of Workers' Compensation: This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits.

Noncompliance with Policy Requirements: Any express waiver by **Us** of any requirements of this policy will not constitute a continuing waiver of such requirements. Any failure by **Us** to insist upon compliance with any policy provision will not operate as a waiver or amendment of that provision.

Misstatement of Age: If the benefits for which the **Insured Person** is insured are based on age and the **Insured Person** has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. **We** may require satisfactory proof of age before paying any claim.

Assignment: This policy is non-assignable. An **Insured Person** may not assign any of his or her rights, privileges or benefits under this policy.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

Policyholder: VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY
Policy Number: CFP-5426-0643E-2
Effective Date: 3/20/2024

OPTIONAL CAREER BENEFITS RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

1. The **Schedule** is amended to include the following under **Section VIII. Optional Benefits**:

- | | | |
|---|---|--|
| F. Weekly Injury Permanent Impairment Benefit | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| G. Transition Benefit..... | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| H. Extended Total Disability Benefit | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| I. Long-Term Total Disability Benefit | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| J. COLA Benefits | | |
| (1) Weekly Injury Permanent Impairment COLA | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| (2) Long-Term Total Disability COLA..... | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| K. Extra Expense Benefit | | |
| Extra Expense Benefit Monthly Amount..... | | NONE |
| Extra Expense Benefit Maximum Amount | | NONE |

2. The policy includes the following when indicated in the **Schedule** above:

F. WEEKLY INJURY PERMANENT IMPAIRMENT BENEFIT

If **Injury** to an **Insured Person** results in a **Permanent Impairment** and, due to a covered **Injury**, it is determined that the **Insured Person** has a whole person **Permanent Impairment** percentage value of 50% or greater for purposes of the Injury Permanent Impairment Benefit, **We** will pay a Weekly Injury Permanent Impairment Benefit. This Weekly Injury Permanent Impairment Benefit will begin on the 261st week (or 521st week if the Extended Total Disability Benefit is selected) from the date of participation in the **Covered Activity** which caused the **Injury** and will continue to be paid for the remainder of the **Insured Person's** lifetime.

The Weekly Injury Permanent Impairment Benefit will be determined by multiplying the Weekly Income Benefit amount payable on the 29th day of **Total Disability**, as determined under the Weekly Income Benefits section of this policy, by the percentage value of the **Insured Person's Permanent Impairment**.

For example:

If the Total Disability Weekly Income Benefit payable on the 29th day of **Total Disability** is \$600.00 and the **Insured Person's Permanent Impairment**, due to an **Injury**, percentage value is 70%, the lifetime Weekly Injury Permanent Impairment Benefit would be \$420 per week (\$600 x 70% = \$420).

The **Permanent Impairment** rating due to an **Injury** used to determine the Weekly Injury Permanent Impairment Benefit is final upon initiation of Weekly Injury Permanent Impairment Benefits. Subsequent changes in the **Permanent Impairment** rating due to an **Injury** will not affect the Weekly Injury Permanent Impairment Benefits payable.

Weekly Injury Permanent Impairment Benefits will be paid in addition to any benefits payable under this policy.

G. TRANSITION BENEFIT

If, while the **Insured Person** is receiving Total Disability benefits under this policy, he or she is involuntarily terminated from his or her regular employment and so remains unemployed after his or her Total Disability benefits end under this policy, and the Transition Benefit is indicated in the **Schedule**, **We** will pay a weekly Transition Benefit equivalent to the last Total Disability Weekly Amount. **We** will pay this Transition Benefit as long as the **Insured Person** remains unemployed up to a maximum of 26 weeks.

H. EXTENDED TOTAL DISABILITY BENEFIT

If an **Insured Person** is **Totally Disabled** and the Extended Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Total Disability Benefit from five years (260 weeks) to 10 years (520 weeks).

I. LONG-TERM TOTAL DISABILITY BENEFIT

If an **Insured Person** meets the definition of **Long-Term Total Disability** and the Long-Term Total Disability Benefit is indicated in the **Schedule**, **We** will increase the maximum benefit period as indicated under the Extended Total Disability Benefit from 10 years (520 weeks) to age 70.

The Long-Term Total Disability Benefit amount payable will be based on the Weekly Income Benefit Amount payable on the 29th day of **Total Disability**, plus annual compounded increases, offset by any Weekly Injury Permanent Impairment Benefit payable for the same loss.

The following paragraph is hereby added under Disability Benefits General as follows:

If an **Insured Person** becomes able to return to their regular occupation or becomes otherwise employed, benefits under **Long-Term Total Disability** will cease.

J. COST OF LIVING ADJUSTMENT (COLA) BENEFITS

- (1) Weekly Injury Permanent Impairment COLA
- (2) Long-Term Total Disability COLA

If Weekly Injury Permanent Impairment COLA or Long-Term Total Disability COLA Benefit is indicated in the **Schedule** and the Weekly Injury Permanent Impairment Benefit or the Long-Term Total Disability Benefit becomes payable under this policy, the amount payable will be increased annually after benefits have been paid for at least 52 consecutive weeks. Any increased benefit will become effective on July 1, following the first 52 week benefit period. Successive annual increases will be compounded on July 1 of each subsequent year. The increase will equal a minimum of 5% or the percentage increase in the **Consumer Price Index** for the preceding calendar year, whichever is greater, to a maximum of 10%.

K. EXTRA EXPENSE BENEFIT

After 26 weeks of an **Insured Person's Total Disability** due to a covered **Injury** or **Illness**, **We** will pay the Extra Expense Benefit Monthly Amount shown in the **Schedule**. This benefit will cease when the **Insured Person** is no longer **Totally Disabled**. **We** will not pay more than the Extra Expense Benefit Maximum Amount shown in the **Schedule**.

If an **Insured Person** is **Totally Disabled** for less than a month, **We** will pay 1/28 of the benefit otherwise payable for each full day the **Insured Person** is disabled.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

Policyholder: VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY
Policy Number: CFP-5426-0643E-2
Effective Date: 3/20/2024

MISSOURI RESIDENTS RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

1. The following notice is added to the first page of the policy.

NOT IN LIEU OF WORKERS' COMPENSATION

The policy is not a Workers' Compensation policy. It does not provide Workers' Compensation Benefits or Civil Liability Protection, nor does it satisfy Missouri Workers' Compensation Laws.

2. The Policy **Termination Date** provision is replaced by:

POLICY EFFECTIVE AND TERMINATION DATES

Termination Date. We may terminate this policy by giving 31 days advance notice in writing to the **Policyholder** and/or **Participating Organization**. Except for nonpayment of the required premium or the failure to meet continued underwriting standards, **We** may not terminate the policy prior to the first anniversary date of the effective date of the policy. This policy may, at any time, be terminated by mutual written consent of **Us** and the **Policyholder** and/or **Participating Organization**. Termination takes effect at 12:01 AM at the **Policyholder** and/or **Participating Organization's** address on the date of termination.

3. The **DEFINITIONS** section is modified as follows:

The following definition is replaced:

Hospital - means a facility which:

- (1) is operated according to law for the care and treatment of injured and sick people on a resident or inpatient basis;
- (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (3) has 24 hour nursing service by registered nurses (R.N.'s) on duty or on call; and
- (4) is supervised by one or more licensed **Physicians**.

A **Hospital** does not include:

- (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; or

(2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes.

The following sentence is added to the definition of **Partial Disability, Partially Disabled** and **Total Disability, Totally Disabled**:

However once the **Insured Person** has met the definition of **Partial Disability** or **Total Disability** and is considered stable or non-progressive by the **Physician**, continued regular care of such physician will no longer be required.

4. The following sentence is deleted from **PART I. Paragraphs C. Dependent Child and Education Benefit** and **F. Dependent Elder Benefit**:

Payment made in this manner will release **Us** from all liability to the extent of any payment made.

5. Exclusion (1) under the EXCLUSIONS section is replaced by the following:

(1) intentionally self-inflicted injuries;

6. The following provision in the **GENERAL PROVISIONS** are replaced as follows:

Incontestability: The validity of this policy will not be contested except as to nonpayment of premiums after it has been in force for two year(s) from the policy Effective Date shown in the **Schedule**, and no statement made by any person covered under the policy relating to insurability shall be used in contesting the validity of the insurance with respect to which such statement was made after such insurance has been in force prior to the contest for a period of two years during such person's lifetime, nor unless it is contained in a written instrument signed by the person making such statement; except that, no such provision shall preclude the assertion at any time of defenses based upon the person's ineligibility for coverage under the policy or upon other provisions in the policy

Claim Forms: When **We** receive the written notice of claim, **We** will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after receipt of such notice, the claimant will be considered to have complied with the proof of loss requirements by giving **Us** written proof of the occurrence, the nature, and the extent of the loss within the time limit stated in the "Proof of Loss" Section. The notice should include the **Insured Person's** name, the **Policyholder** and/or **Participating Organization's** name, and the Policy Number.

Notice of Claim: Written notice of claim must be given to **Us** within 30 days after a covered loss occurs, or as soon thereafter as reasonably possible. The notice can be given by or on behalf of the **Insured Person** to **Us** at **Our** executive offices or to one of **Our** authorized agents with sufficient information to identify the **Insured Person**, will be deemed notice to **Us**. If it was not reasonably possible to give written notice in the time required, **We** will not reduce or invalidate the claim for this reason, if the notice is filed as soon as reasonably possible.

Time of Payment of Claims: When **We** receive written proof of loss for other than loss of time, **We** will pay any benefits due within 30 days after receipt of the proof of loss. Benefits that provide for periodic payment will be paid at least monthly. When **Our** liability ends, **We** will pay any remaining balance as soon as **We** receive written proof of loss.

Payment of Claims: Any Loss of Life Benefit will be paid in accordance with the beneficiary designation on record with **Us** or the **Policyholder** and/or **Participating Organization**.

If no beneficiary is named, Loss of Life Benefits will be paid to the first surviving class of the following classes: the **Insured Person's** (1) spouse; (2) child(ren); (3) parents; or (4) brothers or sisters. Otherwise, **We** will pay benefits to the **Insured Person's** estate.

All other benefits are payable to the **Insured Person**, unless otherwise indicated in this policy. **We** may pay all or a part of any benefits for health care services directly to the provider. **We** cannot require that the service be given by a certain provider.

If the **Policyholder** and/or **Participating Organization** is required by contract to continue payment of Weekly Income benefits to the **Insured Person**, **We** may pay Weekly Income benefits to the **Policyholder** and/or **Participating Organization**, who will then pay the **Insured Person** or beneficiary entitled to receive the benefits.

7. The following provision is added to the **GENERAL PROVISIONS** as follows:

Certificates of Insurance. **We** will provide certificates of insurance to the **Policyholder** and/or **Participating Organization** for distribution to each **Insured Person** describing the coverage provided, any limitations, reductions, and exclusions applicable to the coverage, and to whom benefits will be paid.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

Policyholder: VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY
Policy Number: CFP-5426-0643E-2
Effective Date: 3/20/2024

ADMINISTRATIVE PERSONNEL RIDER (Career Members)

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

The **DEFINITIONS** section as shown in the policy is modified as follows:

The definition of Paid Employee is deleted and replaced by the following:

Paid Employee – means a person who receives compensation and works an average of 25 hours or more employment per week for the **Policyholder**. The time frame used to determine the average hours or the salaried schedule will be the same time frame used to calculate the **Average Weekly Wage**. **Paid Employee** includes **Administrative Personnel**.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

Policyholder: VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY
Policy Number: CFP-5426-0643E-2
Effective Date: 3/20/2024

MANDATORY QUARANTINE RIDER

This rider is attached to and made a part of the above mentioned policy. It applies only with respect to **Injuries** or **Illnesses** that occur on or after the effective date shown above. Any changes in premium apply as of the effective date of this rider. This rider is subject to all of the provisions, benefits, limitations and exclusions of the policy except as they are specifically modified by this rider. If there is a conflict between the policy and this rider, the terms of this rider will govern. This rider amends the policy in the following manner:

1. The **DEFINITIONS** section is modified as follows:

The following is added to the definition of **Illness**:

(3) Illness also includes the **Mandatory Quarantine** of an **Insured Person**.

The following definition is added:

Mandatory Quarantine - means period of isolation intended to limit the spread of an **Infectious Disease**. The **Mandatory Quarantine** of an **Insured Person** must be ordered by appropriate medical officials while acting under the authority of the local, state or federal government.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this rider:



President



Secretary

NOTICE OF PROTECTION PROVIDED BY
MISSOURI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a *brief summary* of the Missouri Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Missouri law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity, or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Missouri law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are as follows:

- Life Insurance
 - \$300,000 in death benefits, but not more than \$100,000 in net cash surrender and net cash withdrawal values
- Health Insurance
 - \$500,000 for health benefit plans
 - \$300,000 in disability insurance benefits
 - \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits
- Annuities
 - \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is as follows:

- \$300,000 in aggregate for all types of coverage listed above, with the exception of health benefit plans
- \$500,000 in aggregate for health benefit plans
- \$5,000,000 to one policy owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation, or other person, and whether the persons insured are officers, managers, employees, or other persons

"Health benefit plan" is defined in section 376.718, RSMo.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

There are also various residency requirements and other limitations under Missouri law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the basic life insurance policy or annuity contract to which it relates.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mo-iga.org, or contact:

Missouri Life and Health
Insurance Guaranty Association
630 Bolivar Street, Suite 204
Jefferson City, Missouri 65101
Ph.: 573-634-8455
Fax: 573-634-8488

Missouri Department of Commerce and Insurance
301 West High Street, Room 530
Jefferson City, Missouri 65101
Ph.: 573-522-6115

Insurance companies and agents are not allowed by Missouri law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance or HMO coverage. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Missouri law, then Missouri law will control.

National Union Fire Insurance Company of Pittsburgh, Pa.

Administrative Office: 1271 Ave of the Americas, FL 37 | New York, NY 10020 | 212.458.5000
(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/20/2024 forms a part of Policy No. CFP-5426-0643E-2 issued to VALLEY PARK FIRE PROTECTION DISTRICT OF ST LOUIS COUNTY by National Union Fire Insurance Company of Pittsburgh, PA.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

**IMPORTANT NOTICE TO OUR CUSTOMERS
REGARDING THE
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See

<https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

Edition Date: 5/2016

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.

DATE

VALLEY PARK FIRE PROTECTION DISTRICT
55 CRESCENT AVE
VALLEY PARK, MO. 63088

Ad-Mac Insurance, Inc.

P.O. BOX 236
NEW MELLE, MO. 63365
636-441-7377

MORTGAGEE

POLICY NUMBER

CFP-5425-0643E-2

COMPANY

NATIONAL UNION FIRE INS.CO.

EFF. DATE

3/20/24

EXP. DATE

3/20/25

RETURN THIS PORTION WITH PAYMENT

PROPERTY AND COVERAGE AMOUNT

CAREER ACCIDENT AND SICKNESS INSURANCE POLICY

MAKE CHECK PAYABLE TO AD MAC INSURANCE, INC.

PREMIUM CHARGE

\$6041.00

PREMIUM CREDIT

PAY THIS AMOUNT

\$6041.00

CREDIT DUE YOU

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– March 11, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Swearing In Ceremony: Robert Merris, Robert Althage, Jesse Rebstock

Approval of the February 29, 2024 open meeting minutes.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Parking Lot:

UTV Blower and Saw:

New business:

Procurement Action Plan

Surplus Equipment:

Attorney's Report:

Shop Steward's Report:

Chief's Report:

Misc. New Business:

Closed Session: 3, 9

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set the next pension meeting for Monday, March 25th at 6pm.

Set Board Meeting date for Monday, (March 25, 2024) at 6:30 p.m.

Adjourn Meeting



Valley Park Fire Protection District

47 Crescent Avenue, Valley Park Missouri, 63088


Phone 636-225-4288 Fax 636-225-5247 www.vpfire.org



Firefighter/Paramedic Oath of Office

I, Robert Merris, do solemnly swear, that I will faithfully execute the duties of the rank of Firefighter/Paramedic with the Valley Park Fire Protection District, in the County of St. Louis, State of Missouri.

I will, to the best of my ability, serve the citizens, businesses and visitors of the District, following and abiding by the Rules, Regulations, Policies and Guidelines; as adopted by the Fire District so help me God.



Robert Merris

Firefighter/Paramedic

Sworn to and subscribed before me, this 11th day of March, 2024.



Sheri Schmitt

Board Secretary

CHRISTOPHER WEBSTER, Director

DANIEL WILBURN, Director

SHERI SCHMITT, Director

Serving the communities of Valley Park, Twin Oaks, Manchester, and unincorporated St. Louis County.



Valley Park Fire Protection District

47 Crescent Avenue, Valley Park Missouri, 63088

Phone 636-225-4288 Fax 636-225-5247 www.vpfire.org



Firefighter/Paramedic Oath of Office

I, Jesse Rebstock, do solemnly swear, that I will faithfully execute the duties of the rank of Firefighter/Paramedic with the Valley Park Fire Protection District, in the County of St. Louis, State of Missouri.

I will, to the best of my ability, serve the citizens, businesses and visitors of the District, following and abiding by the Rules, Regulations, Policies and Guidelines; as adopted by the Fire District so help me God.

Jesse Rebstock

Firefighter/Paramedic

Sworn to and subscribed before me, this 11th day of March, 2024.

Sheri Schmitt

Board Secretary

CHRISTOPHER WEBSTER, Director

DANIEL WILBURN, Director

SHERI SCHMITT, Director

Serving the communities of Valley Park, Twin Oaks, Manchester, and unincorporated St. Louis County.

Firefighter/Paramedic

Oath of Office

I, Robert Althage, do solemnly swear, that I will faithfully execute the duties of the rank of Firefighter/Paramedic with the Valley Park Fire Protection District, in the County of St. Louis, State of Missouri.

I will, to the best of my ability, serve the citizens, businesses and visitors of the District, following and abiding by the Rules, Regulations, Policies and Guidelines; as adopted by the Fire District so help me God.

Robert Althage

Firefighter/Paramedic

Sworn to and subscribed before me, this 11th day of March, 2024.

Sheri Schmitt

Board Secretary

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting

Meeting Minutes– February 29, 2024, 6:30 PM

Fire Station 2, 47 Crescent Ave

Meeting to Order:

Attendance: Director Webster, Director Wilburn, Director Schmitt, Chief Polk, AC VanGaasbeek, DC Poleski, Kathleen Roland, Attorney Bob, Steward Wilken, Staff members. Randy Bowen, Jeff Wilburn.

Pledge of Allegiance: Led by Director Webster.

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the February 12, 2024 open and closed meeting minutes. **A motion was made to approve the January 26, 2024 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of the telephone minutes from February 21, 2024: **A motion was made to approve the February 2, 1 2024 telephone minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: **A motion was made to approve the accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: Chief discussed the annual bond payment in the amount of \$708,625. **A motion was made to approve the bond payables. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment: None

Old business:

Pension Restatement, Meeting: Chief Polk discussed the pension restatement and the next pension meeting. A pension meeting will be held on March 25, 2024 at 6pm. A discussion was had regarding the Voya transfer and difficulties. This will be discussed again at the pension meeting.

MACFPD: Chief discussed the MACFPD conference and advised that anyone wanting to attend should email him.

Patio Fan: Chief will be replacing the patio fan.

New business:

Finance Report: Chief reviewed the January finances.

ADMAC Insurance: Chief presented the renewal for the ADMAC insurance.

New Ambulance: DC Poleski spoke regarding a new ambulance and securing a spot on the list for 2027. There is no cost or burden on the district. It was approved to get on the list with no obligation to purchase.

Attorney's Report: None

Shop Steward's Report: Steward Wilken spoke regarding the easter egg hunt and breakfast. The cost to the district is approximately \$1200.

Chief's Report: Swearing In Date: The new employees will be sworn in on March 11, 2024 at the board meeting.

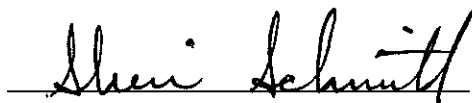
Misc. New Business: Chief spoke regarding the breakfast and awards banquet. Chief spoke about hiring and when to start the process.

Closed Session: None

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Thursday, (March 11, 2024) at 6:30 p.m. **A motion was made to set the next board meeting for Monday, March 11, 2024 at 6:30pm. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Adjourn Meeting: **Motion to adjourn. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

A handwritten signature in black ink, appearing to read "Sheri Schmitt", is written over a horizontal line.

Director Schmitt

**VALLEY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PLAN AND
TRUST PROCUREMENT ACTION PLAN**

(Missouri Statute 105.702)

The Board of Trustees for the Valley Park Fire Protection District Defined Benefit Plan and Trust (the "Plan") has instituted and developed a Procurement Action Plan to ensure that money managers or brokers or investment counselors employed or used by the Plan utilize minorities and/or women who participate and assist the Plan in their respective profession.

**ANNUAL REPORT OF VALLEY PARK FIRE PROTECTION DISTRICT DEFINED
BENEFIT PLAN AND TRUST UNDER MISSOURI REVISED STATUTE 105.702**

As of this 1st day of March, 2024, the Board of Trustees for the Valley Park Fire Protection District Defined Benefit Plan and Trust provides this report to the Joint Committee on Public Employee Retirement and to the Governor's Minority Advocacy Commission.

The Board of Trustees employs the following money managers or brokers or investment counselors for their professional involvement with the Plan:

1. SmithMoore & Company

SmithMoore employs 0 minorities and 3 women who provide professional assistance to the Plan.

Adopted this 1st day of March, 2024



Director Webster



Director Schmitt



Director Wilburn

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting
Agenda– March 25, 2024, 6:30 PM
Fire Station 2, 47 Crescent Ave

Meeting to Order:

Pledge of Allegiance:

Approval of Agenda:

Approval of the March 11, 2024 open and closed meeting minutes.

Approval of Accounts Payable

Approval of Bond Accounts Payable

Public Comment:

Old business:

Parking Lot:
Station 2 Bathroom:
Keeley Pay App:
Pension Restatement:
Employment Contracts:

New business:

Finance Report:
Surplus Equipment:
Annual Generator Service:
Attorney's Report:
Shop Steward's Report:
Chief's Report:
Misc. New Business:

Closed Session: 9

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

Set Board Meeting date for Monday, (April 8, 2024) at 6:30 p.m.

Adjourn Meeting

VALLEY PARK FIRE PROTECTION DISTRICT

Board of Directors Meeting

Meeting Minutes – March 11, 2024, 6:30 PM

Fire Station 2, 47 Crescent Ave

Meeting to Order: 6:30pm

Attendance: Director Webster, Director Wilburn, Director Schmitt, Chief Polk, AC VanGaasbeek, DC Poleski, Steward Wilken, Office Manager Roland, Attorney (Phone), Staff, Employee family members.

Pledge of Allegiance: Led by Director Webster

Approval of Agenda: **A motion was made to approve the agenda. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Swearing In Ceremony: Robert Merris, Robert Althage, and Jesse Rebstock were sworn in.

Approval of the February 29, 2024 open meeting minutes. **A motion was made to approve the February 29, 2024 open meeting minutes. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Accounts Payable: **A motion was made to approve the account payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Approval of Bond Accounts Payable: **A motion was made to approve the bond accounts payable. 1st Director Wilburn, 2nd Director Webster. Motion passed 3-0.**

Public Comment: None

Old business:

Parking Lot: Chief Polk advised that he has not received any answer from the City yet.

UTV Blower and Saw: **The UTV blower and saw was discussed. A motion was made to approve the purchase of a new blower and saw for the UTV.**

2 House bathroom: Chief discussed the 2-house bathroom. He will get bids for tile work.

New business:

Procurement Action Plan: The plan was reviewed. **A motion was made to approve the Procurement Action Plan. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Surplus Equipment: Surplus Equipment was discussed. This will be brought back to the next meeting.

FB Streaming: Streaming was discussed. It was decided to not stream.

Turnout Gear: Turnout gear and the second set of turnout gear was discussed. The committee is working on this and will report back in April.

Attorney's Report: None

Shop Steward's Report: None

Chief's Report: Chief gave a reminder on the Easter breakfast and awards banquet.

Misc. New Business:

Closed Session: 3, 9 A motion was made to enter closed session. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration, therefore. (3) Hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. (9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups; (11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body, or the specifications are published for bid; (14) Records which are protected from disclosure by law.

The meeting opened to the public with no one present.

Set the next pension meeting for Monday, March 25th at 6pm. **A motion was made to set the next pension meeting for March 25, 2024 at 6pm. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Set Board Meeting date for Monday, (March 25, 2024) at 6:30 p.m. **A motion was made to set the next board meeting for March 25, 2024 at 6:30pm. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

Adjourn Meeting: **Motion to adjourn. 1st Director Webster, 2nd Director Wilburn. Motion passed 3-0.**

A handwritten signature in black ink, appearing to read "Sheri Schmitt", written over a horizontal line.

Director Schmitt



Existing Floor
Drain to Remain

Ease edge of tile where cut

Cut out floor tiles and concrete.
Waterproof and install Carmen
Shower Drain.
Tie trench drain into existing
drain line under elevated deck.

Cut out floor tiles and replace.
Could replace with tile or Epoxy this.

CARMEN LINEAR SHOWER DRAIN WITH DRAIN FLANGE

SKU: 927531-F

Code: SH404980, SH443168, SH404981, SH443291, SH404982, SH443292, SH404983, SH443293, SH404984, SH443294, SH404985, SH443295, SH404986, SH443296, SH404987, SH443297, SH404988, SH443298, SH404989, SH443299, SH404990, SH443302, SH404991, SH443303, SH404992, SH443304, SH404993, SH443305, SH414168, SH443308, SH414174, SH443309, SH414178, SH482701, SH414181, SH482702, SH414182, SH482703, SH414185, SH482704, SH414188, SH415680, SH415681, SH415682



FEATURES

Material: Stainless Steel

Width: 3-3/8"

Height: 3"

Assembly Required: No

REVISED 3/17/2023

Resolution 2024-01

AMENDMENT TO THE VALLEY PARK FIRE PROTECTION DISTRICT DEFINED BENEFIT PLAN AND TRUST

WHEREAS, VALLEY PARK FIRE PROTECTION DISTRICT is a political subdivision of the State of Missouri, duly incorporated as such according to the provisions of Chapter 321 R.S.Mo.; and

WHEREAS, by the provisions of the aforesaid Chapter, the Board of Directors of the District is given authority to provide for the pensioning of the salaried members of the District, and to provide survivor benefits to their spouses and eligible children; and

WHEREAS, the Board of Directors of the District adopted the Valley Park Fire Protection District Defined Benefit Plan and Trust, effective February 1, 1993 (the "Plan"); and

WHEREAS, the Board of Directors has authority to amend the Plan, and the Plan was amended and restated effective January 1, 2016, or as otherwise provided therein; and

WHEREAS, subsequent to the amendment and restatement effective 2016, the Board of Directors amended the Plan in 2019, in 2021 and in 2024; and

WHEREAS, the Board of Directors has determined that it is in the best interests of the District to amend and restate the Plan effective January 1, 2024, or as otherwise provided therein to incorporate previous amendments into the text of the Plan; and

WHEREAS, the District has determined that the amendment and restatement does not constitute a substantial proposed change under Section 105.660 of the Missouri Revised Statutes for funding purposes and will not result in an increase in the annual funding cost to the Plan; and

WHEREAS, the Board of Directors concludes that the restatement of the Plan is in the public interest to enhance financial security of long term, loyal employees of the District, to attract and retain quality employees to serve the community, and to thereby better serve and protect the citizens of the District.

NOW THEREFORE, BE IT ENACTED BY THE BOARD OF DIRECTORS OF VALLEY PARK FIRE PROTECTION DISTRICT THAT THE PLAN BE AMENDED AND RESTATED, EFFECTIVE UPON PASSAGE OR AS OTHERWISE PROVIDED HEREIN, IN THE FOLLOWING RESPECTS:

SECTION 1: The amendment and restatement of the Valley Park Fire Protection District Defined Benefit Plan and Trust (the "Plan") effective January 1, 2024, or as otherwise provided therein, a copy of which is attached hereto, is hereby approved and adopted and the President of the Board of Directors of the District is hereby authorized to execute the Plan.

The Chief of the District shall act as soon as possible to notify employees of the District of the adoption of the Plan as amendment and restated.

SECTION 2: All ordinances, parts of ordinances or resolutions in conflict with this Ordinance are hereby repealed.

SECTION 3: The sections of this Ordinance shall be severable. If any section of this Ordinance is found by court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the Board of Directors has or would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

PASSED AND SIGNED this 25 day of March, 2024.

Director Webster

Director Schmitt

Director Wilburn

**Valley Park Fire Protection District
Defined Benefit Plan and Trust**

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Article I

Format and Definitions

Section 1.01 Format.

Words and phrases set forth in Section 1.02 will have the meaning described therein when used in this Plan, unless the context clearly indicates otherwise. These words and phrases will have an initial capital letter to aid in identifying them as defined terms.

Section 1.02 Definitions.

Accrued Benefit means a Participant's Accrued Benefit as provided in Section 4.02.

Active Participant means an Eligible Employee who has become an Active Participant as provided in Section 2.02.

Actuarial Equivalence or Actuarial Equivalent Value means a benefit of equivalent value as computed on the basis of a 7.5% interest rate and the UP 84 Mortality Table.

Age means a Participant's age at the Participant's nearest birthday.

Average Compensation means, on any given date, the average of a Participant's base pay from the Employer for the three consecutive Plan Years that produce the highest average, taking into account the amounts described in the definition of Plan Compensation. In computing Average Compensation, the maximum amount of a Participant's Plan Compensation that shall be taken into account shall not exceed the limit established under Code Section 401(a)(17) \$345,000 in 2024).

Beneficiary means the person or persons designated by a Participant as provided in Section 11.12 to receive any benefits upon the Participant's death.

Claimant means any individual who has made a claim as provided in Section 9.03.

Code means the Internal Revenue Code of 1986, including any later amendments to the Code.

Contributions means Employer Contributions as set out in Article III.

Credited Service means a Plan Year in which the Participant completes 1000 or more Hours of Service.

Effective March 1, 2021, a Participant may purchase Credited Service based on previous active-duty military service or prior full-time fire or EMS employment with another governmental agency (federal, state, local or federally recognized Indian tribal government). The minimum service purchase is one year, and the maximum is the full number of years worked for the prior employer or, if less, the number of years which will not cause the Participant's Years of Credited Service to exceed the maximum allowed under the Plan. In order to be recognized under the Plan, purchases must be made in accordance with a duly executed Service Credit Purchase Agreement.

Effective Date means February 1, 1993. The effective date of this restatement is January 1, 2024, or as otherwise provided herein.

Eligible Employee means any employee of the Employer.

Employee means an individual who is employed by the Employer to perform services for the Employer.

Employer means the Valley Park Fire Protection District.

Employer Contributions means Employer Contributions as set out in Article III.

Entry Date means the date an Employee enters the Plan as provided in Section 2.02.

415 Compensation is defined as Form W-2 Compensation subject to the following adjustments, for Limitation Years beginning on and after July 1, 2007:

- (a) 415 Compensation paid after "Severance from Employment." 415 Compensation shall be adjusted, as set forth herein for the following types of compensation paid after an Employee's "Severance from Employment" with the Employer. However, amounts described in subsections (1), (2) and (3) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2 1/2 months after "Severance from Employment" or by the end of the "Limitation Year" that includes the date of such "Severance from Employment." Any other payment of compensation paid after "Severance from Employment" that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.
 - (1) Regular pay. 415 Compensation shall include regular pay after "Severance from Employment" if:
 - (i) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
 - (ii) The payment would have been paid to the Participant prior to a "Severance from Employment" if the Participant had continued in employment with the Employer.

Effective January 1, 2021, subsection (i) above shall be interpreted to include both scheduled and unscheduled overtime for any employee that separates service with the Employer on or after January 1, 2021.

- (2) Leave cashouts. Leave cashouts shall be included in 415 Compensation if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's "Severance from Employment," and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

- (3) Deferred Compensation. 415 Compensation will include deferred compensation if the compensation would have been included in the definition of 415 Compensation if it had been paid prior to the Participant's "Severance from Employment," and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income. Salary continuation payments for military service Participants. 415 Compensation does not include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(l)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.
- (4) Salary continuation payments for disabled Participants. 415 Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)).
- (b) Administrative delay ("the first few weeks rule"). 415 Compensation for a Limitation Year shall include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one Limitation Year.
- (c) Back Pay. Payments awarded by an administrative agency or court or pursuant to a bona fide agreement by the Employer to compensate an Employee for lost wages are 415 Compensation for the Limitation Year to which the back pay relates, but only to the extent such payments represent wages and compensation that would otherwise be included in 415 Compensation under Sections 4.04.

In addition to the amounts actually included in W-2 income, 415 Compensation includes amounts that would have been includible in gross income but for the election under Code Sections 125(a), 132(f)(4) or 457(b).

Hour of Service means

- (a) Each hour for which an Employee is paid, or entitled to payment for the performance of duties for the Employer (these hours shall be credited to the Employee for the Plan Year in which the duties are performed); and
- (b) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty or military duty; provided that no more than 501 Hours of Service shall be credited under this item (b) for any single continuous period (whether or not such period occurs in a single computation

period). Hours under this item (b) shall be calculated and credited using the principles under Section 2530.200(b)-2 of the United States Department of Labor Regulations; and

- (c) Hours during which an Employee is on an authorized leave of absence, whether or not the Employee is paid or entitled to payment, for the period; and Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer but the same Hour of Service shall not be credited under this item (d) if it is credited under one of the other items (these hours shall be credited to the Employee for the Plan Year to which the award or agreement pertains rather than the Plan Year in which the award, agreement or payment is made).

Hour of Service shall also mean, for purposes of this Plan, hours during a period of disability, without regard to the 501 hour limitation expressed in (b) above.

The number of hours credited for any particular period of time, for any purpose (whether or not duties are performed), shall be based on the number of hours that the Employee would customarily have worked during the Employee's customary work week. Employees will also receive credit for Hours of Service for other hours when required by State or Federal law.

Notwithstanding any provision of the Plan to the contrary, each period of qualified military service as defined for purposes of the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), served by an Employee, shall upon reemployment with the Employer within the time required under USERRA, be deemed service with the Employer for purposes of determining the Employee's Hours of Service.

Inactive Participant means a Participant who stops accruing benefits under the Plan as provided in Section 2.03.

Investment Manager means any fiduciary (other than a member of the Board of Trustees or other Named Fiduciary):

- (a) who has the power to manage, acquire, or dispose of any assets of the Plan; and
- (b) who (1) is registered as an investment advisor under the Investment Advisors Act of 1940, or (2) is a bank, as defined in that Act, or (3) is an insurance company qualified to perform services described in subparagraph (a) above under the laws of more than one state; and
- (c) who has acknowledged in writing their status as a fiduciary with respect to the Plan.

Late Retirement Date means, for a Participant who continues as an Employee after his/her Normal Retirement Date, the date the Participant's late retirement will begin. It will be the first day of the month coincident with or following the date the Participant ceases to be an Employee. Every covered Employee other than a firefighter, firefighter/paramedic, firefighter/EMT, captain or any other line personnel may defer his/her retirement past his/her Normal Retirement Date. Every covered firefighter, firefighter/paramedic, firefighter/EMT, captain or any other line personnel may defer his/her retirement past his/her Normal Retirement Date until the first day of the month coincident with or next following his/her sixty-second (62nd) birthday. Provided, however, any covered firefighter, firefighter/paramedic, firefighter/EMT, captain or any other line personnel

intending such deferral of retirement must give notice and a statement to the Board of Directors of the Participant's intent to defer retirement, and provided further, that such firefighter, firefighter/paramedic, firefighter/EMT, captain or any other line personnel annually submit each year after his/her fifty-fifth (55th) birthday to a physical examination and evaluation to be conducted by a physician or physicians designated by the Board of Directors and provided that such physician or physicians thereupon certify that such firefighter, firefighter/paramedic, firefighter/EMT, captain or any other line personnel is generally physically and mentally fit and capable to perform the duties and responsibilities of his/her position

Limitation Year means the Plan Year.

Named Fiduciary means the Employer, the Plan Administrator, and the Board of Trustees.

Normal Form means the life annuity form described in Section 5.01.

Normal Retirement Age means age 55.

Normal Retirement Date means the first day of the month coincident with or next following attainment of the Participant's Normal Retirement Age.

Participant means an individual who is either an Active Participant or an Inactive Participant.

Period of Military Duty means, for an Employee: (a) service in the uniformed services while on active or inactive duty, including training periods. "Uniformed services" include the Army, Navy, Air Force, Marines, Coast Guard, Reserves, Army and Air National Guard, the commissioned corps of the Public Health Service, and any other persons designated by the President and (b) who was reemployed by the Employer at a time when he/she had a right to reemployment at his/her former position or a substantially similar position upon separation from such military duty in accordance with his/her seniority rights as protected under Section 4301 through 4335 of Title 38 of the U.S. Code; that period of time from the date first absent from active work for the Employer because of such military duty to the date of reemployment.

Permanent Disability means withdrawal of a Participant from active employment by reason of a physical or mental condition of the Participant resulting from bodily injury, disease, or mental disorder which renders the Participant incapable of continuing his/her employment with the Employer. Such disability must not have been contracted, suffered, or incurred while the Participant was engaged in or as a result of having been engaged in a criminal act or enterprise, or resulting from habitual drunkenness or addiction to narcotics or from self-inflicted injury, or from disability incurred while in the service of the armed forces of the United States or any foreign country. The Permanent Disability of an Employee shall be determined by the Employer based upon sufficient medical evidence provided by a licensed physician selected by the Board of Directors. The date of Permanent Disability shall be fixed by the Board of Directors.

Plan means the defined benefit retirement plan of the Employer as set forth herein and as amended from time to time.

Plan Administrator means the Employer.

Plan Compensation means annual base pay and is the compensation used for the purpose of

determining Average Compensation and benefits under the Plan. Plan Compensation also includes amounts that would have been includible in gross income but for the election under Code Sections 125(a), 132(f)(4) or 457(b). Plan Compensation shall be adjusted, in the same manner as 415 Compensation if those amounts would have been included in compensation if they were paid prior to the Participant's "Severance from Employment," except in applying Section 4.04, the term "Limitation Year" shall be replaced with the term "Plan Year" and the term "415 Compensation" shall be replaced with the term "Plan Compensation."

Plan Year means January 1 through December 31.

Reentry Date means the date a former Active Participant reenters the Plan, as provided in Section 2.02.

Retirement Date means the date a retirement benefit may begin and which will be a Participant's Normal or Late Retirement Date, whichever applies.

Service means any service for which an Employee is either (i) directly or indirectly compensated by the Employer or (ii) performing duties for the Employer. No interruption in Service (based on the regular work week for the Employee's job without overtime) will be deemed to have occurred during any approved periods of absence from the Employer. Any discretion of the Employer under the provisions of this definition will be exercised without discrimination in accordance with definitely established rules uniformly applied to Participants whose approved periods of absence were occasioned by similar circumstances.

Spouse means the person to whom the Participant is legally married at the earlier of the Participant's date of death or the date benefits commence to the Participant under the Plan. To the extent required by a "qualified domestic relations order" as defined in Section 414(p) of the Code, the term Spouse shall include the former spouse of the Participant.

Trust means the Trust created under the Plan.

Trustee "Trustees" or "Board of Trustees" means the three members of the Employer's Board of Directors and two other individuals chosen by the procedure set forth in Article XIII.

Trust Fund means all cash, securities, real estate, and any other property derived from the special pension tax of the Employer or other Employer contributions held separately from any other funds of the Employer pursuant to the terms of the Plan, together with income therefrom.

Vesting Percentage means the nonforfeitable percentage shown in the following schedule opposite the number of whole years of a Participant's service:

<u>Years of Service</u>	<u>Vesting Percentage</u>
Less than 5	0%
5 or more	100%

However, the Vesting Percentage for a Participant who was an active Employee with the Employer as of December 31, 1997 shall be 100%. In addition, a Participant shall be 100% vested upon attainment of Normal Retirement Age, upon Death, or in the event the Participant

incurs Permanent Disability. Vesting Percentage is used under the Plan to determine the nonforfeitable percentage of a Participant's right to his/her Accrued Benefit.

Article II Participation

Section 2.01 Participation.

The following Sections will determine an Eligible Employee's active and inactive participation in the Plan and when the Employee ceases to be a Participant.

Section 2.02 Active Participant.

(a) An Employee may first become an Active Participant (begin active participation in the Plan) on the January 1 on or after which the individual is an Eligible Employee and has met the eligibility requirements set forth below. This date is the individual's Entry Date.

- (1) Attainment of age 20 or older, and
- (2) Completion of 6 months of Service as an Employee.

(b) A Participant who became an Inactive Participant as provided in Section 2.03 may again become an Active Participant (resume active participation in the Plan) on the date the individual again becomes an Eligible Employee. This date is the individual's Reentry Date. Upon again becoming an Active Participant, the individual will cease to be an Inactive Participant.

(c) A former Participant who ceased to be a Participant as provided in Section 2.04 may again become an Active Participant (resume active participation in the Plan) on the date the individual again becomes an Eligible Employee. This date is the individual's Reentry Date.

There will be no duplication of benefits for a Participant under this Plan by reason of more than one period as an Active Participant.

Section 2.03 Inactive Participant.

An Active Participant will become an Inactive Participant (stop accruing benefits under the Plan) on the earliest of the following:

- (a) The day following the date a monthly income benefit is provided for the Participant under this Plan.
- (b) The date the Participant ceases to be an Eligible Employee occurring one month or more before his/her Retirement Date.
- (c) The effective date of complete termination of the Plan under Article X.
- (d) The termination of employment date

Section 2.04 Cessation of Participation.

A Participant, whether active or inactive, will cease to be a Participant on the earlier of the following:

- (a) The date of death; or
- (b) The date the individual receives a single sum distribution which is in lieu of all of the Participant's benefits under the Plan.

An Inactive Participant will also cease to be a Participant on the earliest date on which the individual is not entitled to a deferred monthly income benefit under Article VIII.

Section 2.05. Qualified Military Service.

Notwithstanding any provision of the Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

Section 2.06. Heroes Earnings Assistance Relief Tax Act of 2008.

a. Death Benefits. In the case of a death occurring on or after January 1, 2007, if Participant dies while performing qualified military service as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") Code Section 414(u), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.

b. Differential Wage Payments. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an employee of the employer making the payment, (ii) the differential wage payment shall be treated as compensation for purposes of Code Section 415(c)(3) and Treas. Reg. Section 1.415(c)-2, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any benefit which is based on the differential wage payment. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes. Subsection (iii) applies only if all Employees of the Employer performing service in the uniformed services described in Code Section 3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code Section 3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in the Plan, to receive benefits based on the payments on reasonably equivalent terms (taking into account Code Sections 410(b)(3), (4), and (5)).

Article III Contributions

Section 3.01 Funding.

The Trust Fund shall receive and hold Contributions, and interest and other earnings, and pay all benefits provided by the Plan.

Section 3.02 Employer Contributions; Other Funding.

The Plan shall be funded with:

- (a) The proceeds of the tax assessed under the authority of Missouri Revised Statute Section 321.610 for the purpose of deposit in a special fund for the pension program of the Employer.
- (b) The net earnings on all investments and interest received.
- (c) Any gifts, awards, devise and bequest of either money or other thing of value received for purposes of the Plan, with the income and principal thereof.
- (d) Such other Contributions from the other funds of the Employer which the Board of Directors of the Employer shall deem necessary based upon the recommendations of the Actuary.

Section 3.03 Non-Reversion.

The Employer shall have no right, title or interest in the Contributions under the Plan and no part of the Trust Fund shall revert to the Employer, except that any funds remaining in the Trust Fund after the complete satisfaction of all fixed and contingent liabilities under the Plan upon termination of the Plan, may revert to the Employer.

Article IV Retirement Benefits

Section 4.01 Retirement Benefits.

The following Sections will determine the retirement benefits accrued by the Participant and the limitation, amount, and form of benefits.

Section 4.02 Accrued Benefits.

Beginning January 1, 2024, an Active Participant's monthly Accrued Benefit as of any date will be equal to one twelfth of the Participant's Average Compensation multiplied by 3.00% multiplied by the Participant's Years of Credited Service earned after December 31, 1983, limited to 25 years.

For all retirements on or prior to December 31, 2015, an Active Participant's monthly Accrued Benefit as of any date will be equal to one twelfth of the Participant's Average Compensation multiplied by the sums of (a) and (b):

(a) 1.75% multiplied by the Participant's Years of Credited Service earned after December 31, 1992, limited to 30 years, plus

(b) 1.5% multiplied by the Participant's Years of Credited Service earned prior to January 1, 1993. For purposes of this subsection (b), Years of Credited Service earned prior to January 1, 1993 shall be limited to 30 minus the Years of Credited Service determined in subsection (a).

In no event shall a Participant's Accrued Benefit be less than such Participant's Accrued Benefit as determined on December 31, 1997 based on the Plan provisions in effect as of that date.

For an Active Participant who has received a single sum payment under the Plan, such Participant's monthly Accrued Benefit will be actuarially adjusted so that the deferred monthly retirement benefit on the Normal Form beginning on the Participant's Normal Retirement Date takes into account the previous payment.

Section 4.03 Amount of Benefit at Retirement.

The amount of retirement benefit to be provided on the Normal Form for an Active Participant on the Participant's Retirement Date will be determined as follows:

(a) At Normal Retirement Date: An Active Participant's retirement benefit on the Participant's Normal Retirement Date will be equal to the Participant's Vested Accrued Benefit on such date.

(b) At Late Retirement Date: An Active Participant's retirement benefit on the Participant's Late Retirement Date will be equal to the Participant's Vested Accrued Benefit based on the Participant's Years of Credited Service and Average Compensation determined as of the Participant's Late Retirement Date.

Section 4.04 Maximum Retirement Benefit.

a. Annual Benefit.

- (1) Effective date. The limitations of this Section 4.04 apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.
- (2) "Annual Benefit." The "Annual Benefit" otherwise payable to a Participant under the Plan at any time shall not exceed the "Maximum Permissible Benefit" defined below.
- (3) Other rules applicable. The limitations of this Section 4.04 shall be determined and applied taking into account the rules in the definition of 415 Compensation.

b. Definitions. For purposes of this Section 4.04, the following definitions apply.

- (1) Annual Benefit. "Annual Benefit" means a benefit that is payable annually in the form of a "Straight Life Annuity." Except as provided below, where a benefit is payable in a form other than a "Straight Life Annuity," the benefit shall be adjusted to an actuarially equivalent "Straight Life Annuity" that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Section 4.04. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the "Annual Benefit" shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Section 4.04 as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Regulations Section 1.401(a)-20, Q&A 10(d), and with regard to Regulations Section 1.415(b)l(b)(l)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving Spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Section 4.04, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Section 4.04 applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the "Annual Benefit" shall take into account Social Security supplements described in Code Section 411(a)(9).

The determination of actuarial equivalence of forms of benefit other than a "Straight Life Annuity" shall be made in accordance with the following: The "Straight Life Annuity" that is actuarially equivalent to the Participant's form of benefit shall be determined hereunder if the form of the Participant's benefit is either (a) a nondecreasing annuity (other than a "Straight Life Annuity") payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (b) an annuity that decreases during the life of the Participant merely because of (1) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (2) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

- (a) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent "Straight Life Annuity" is equal to the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) used by the Plan for adjusting benefits in the same form; and (II) 5% interest rate assumption and the applicable mortality table as established by the Secretary of the Treasury for that Annuity Starting Date.
 - (b) Limitation Years beginning on or after July 1, 2007. For "Limitation Years" beginning on or after July 1, 2007, the actuarially equivalent "Straight Life Annuity" is equal to the greater of (I) the annual amount of the "Straight Life Annuity" (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table as established by the Secretary of the Treasury for that Annuity Starting Date.
- (2) Defined Benefit Dollar Limitation. "Defined Benefit Dollar Limitation" means, effective for "Limitation Years" ending after December 31, 2001, \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a "Straight Life Annuity". The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.
- (3) Limitation Year. "Limitation Year" means the Plan Year and is the period used to apply the Code Section 415 limitations. The "Limitation Year" may only be changed by an amendment to the Plan. Furthermore, if the Plan is terminated effective as of a date other than the last day of its "Limitation Year", then the Plan is treated as if it had been amended to change its "Limitation Year".
- (4) Maximum Permissible Benefit. "Maximum Permissible Benefit" means the "Defined Benefit Dollar Limitation" (adjusted where required, as provided below).
 - (a) Adjustment for Less Than 10 Years of Participation or Service: If the Participant has less than 10 Years of Participation in the Plan, the "Defined Benefit Dollar Limitation" shall be multiplied by a fraction - (i) the numerator of which is the number of "Years of Participation" in the Plan (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10).

- (b) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the "Defined Benefit Dollar Limitation" shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the "Defined Benefit Dollar Limitation" shall be adjusted under Section 4.04b(4)(b)(i), as modified by Section 4.04b(4)(b)(iii). If the Annuity Starting Date is after age 65, the "Defined Benefit Dollar Limitation" shall be adjusted under Section 4.04b(4)(b)(ii), as modified by Section 4.04b(4)(b)(iii).
- (i) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62:
 - (A) If the Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Section 4.04b(4)(a) for Years of Participation less than ten (10), if required) with actuarial equivalence computed using a 5% interest rate assumption and the applicable mortality table as established by the Secretary of the Treasury for the Annuity Starting Date (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).
 - (B) If the Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and the Plan has an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the lesser of the limitation determined under Section 4.04b(4)(b)(i)(A) and the "Defined Benefit Dollar Limitation" (adjusted under Section 4.04b(4)(a) for Years of Participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date to the annual

amount of the immediately commencing "Straight Life Annuity" under the Plan at age 62, both determined without applying the limitations of this Section 4.04.

- (ii) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement After Age 65:
 - (A) If the Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Section 4.04b(4)(a) for Years of Participation less than 10, if required), with actuarial equivalence computed using a 5% interest rate assumption and the applicable mortality table as established by the Treasury for that Annuity Starting Date (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).
 - (B) If the Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and the Plan has an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the lesser of the limitation determined under Section 4.04b(4)(b)(ii)(A) and the "Defined Benefit Dollar Limitation" (adjusted under Section 4.04b(4)(a) for Years of Participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing "Straight Life Annuity" under the Plan at age 65, both determined without applying the limitations of this Section 4.04. For this purpose, the adjusted immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the

Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing "Straight Life Annuity" under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same Accrued Benefit as the Participant.

- (iii) Notwithstanding the other requirements of this Section 4.04b(4)(b), no adjustment shall be made to the "Defined Benefit Dollar Limitation" to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.
- (5) Minimum benefit permitted: Notwithstanding anything else in this Section to the contrary, the benefit otherwise payable to a Participant under the Plan shall be deemed not to exceed the "Maximum Permissible Benefit" if:
 - (c) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under the Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction - (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed ten (10)) with the Employer, and (II) the denominator of which is ten (10); AND the Employer has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory Employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for post-retirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).
 - (d) For plan years beginning after December 31, 1996, the adjustments in the Code Section 415 limits shall not apply in the case of a qualified participant as defined in Code Section 415(b)(2)(H).
 - (e) For an Employee who commenced participation in the Plan before January 1, 1990, the maximum defined benefit limitations shall not be less than the Accrued Benefit of the Employee under the Plan determined without regard to any amendment of the Plan made after October 14, 1987.

- (f) The foregoing adjustments will not apply to benefits received as a result of the recipient retiring before age 62 or having less than 10 years of participation as a result of becoming disabled because of personal injuries or sickness. Nor will the adjustments apply to amounts received from the Plan by the beneficiaries, survivors, or the estate of such an Employee as a result of the death of the Employee.
- (6) Preservation of Pre-1983 Accrued Benefit. Notwithstanding the limitations contained in this Section, if an Employee was covered by the Plan before the first day of the Plan Year beginning in 1983, he may receive an annual Retirement Benefit which is not less than the amount of his current Accrued Benefit as of the close of the last Plan Year beginning before 1983, as determined under the terms of the Plan as then in effect disregarding any amendments or cost of living adjustments occurring after July 1, 1982.
- (7) Severance from Employment. "Severance from Employment" means, with respect to any individual, cessation from being an Employee. An Employee does not have a "Severance from Employment" if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee.
- (8) Straight Life Annuity. "Straight Life Annuity" means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.
- (9) Year of Participation. "Year of Participation" means, with respect to a Participant, each annual accrual computation period (computed to fractional parts of a year) for which an individual's employment by the Employer as an Employee, continues chronologically without interruption. Permissible interruptions for service in the Armed Forces of the United States, or under the sick leave or vacation plan of the Employer, or by leave of the Board of Directors, or as otherwise permitted by the Plan, shall not be deemed to interrupt or break a Year of Participation.

c. Other rules.

- (1) Special rules. The limitations of this Section 4.04 shall be determined and applied taking into account the aggregation rules including those in Regulations Section u1.415(f)-l(d), (e) and (h).
- (2) Construction of Section. Section 4.04 shall be construed in a manner which satisfies the requirements imposed by Internal Revenue Code Section 415, but shall not impose limitations which are more stringent than those required by Code Section 415.

Article V

Forms of Payment

Section 5.01 Normal Form of Payment.

The Normal Form of monthly retirement income (to which the formula in Section 4.02 applies) shall be a single life annuity providing monthly income commencing on the Participant's Normal or Late Retirement Date or on the date specified in Article VIII and continuing for the Participant's lifetime. Benefits cease upon the death of the Participant.

Section 5.02 Optional Forms of Payment.

Prior to a Participant's Normal or Late Retirement Date, or prior to the commencement date of benefit payments under Article VIII, a Participant may elect in a written application provided by the Plan Administrator, and subject to its approval, to receive the monthly retirement income in one of the forms listed below.

Each of the optional forms shall be the Actuarial Equivalent of the monthly retirement income payable under the Normal Form determined as of the Participant's Normal Retirement Date or the commencement date of the Participant's monthly retirement income, whichever is earlier. Payment under any optional form as provided in Section 5.02(a) or (b) shall commence as of the Participant's Normal or Late Retirement Date or on the date specified in Article VIII.

The optional forms of payment available are as follows:

(a) Single Life Annuity with Guaranteed Minimum Number of Payments. As selected by the Participant, monthly income payable to the Participant for the Participant's lifetime with either (i) sixty (60) guaranteed monthly payments, or (ii) one hundred twenty (120) guaranteed monthly payments, or (iii) one hundred eighty (180) guaranteed monthly payments.

(b) Joint and Survivor. A monthly income payable for the lifetime of the Participant, with a monthly income continuing thereafter to the Participant's Beneficiary in (i) the same amount (one hundred percent (100%)), or (ii) fifty percent (50%) of the amount paid to the Participant.

Should the Beneficiary named by the Participant die prior to the Participant's Normal or Late Retirement Date or prior to the date specified in Article VIII, the election shall be void and the Participant's monthly retirement income shall be paid as if no election is in effect. Should the Beneficiary die after monthly retirement income payments have commenced to the Participant, no alternative Beneficiary can be named.

If the Participant's Spouse is not the Participant's Beneficiary, the method of payment of benefits to the Participant (whether by Participant election or by Plan Administrator direction) may not provide more than incidental benefits to the Beneficiary. The Plan shall satisfy the minimum distribution incidental benefit ("MDIB") requirement in the Treasury regulations issued under Code Section 401(a)(9) for distributions made on or after the Participant's Required Beginning Date (as defined in Section 5.06) and before the Participant's death.

Section 5.03 Election of a Form of Payment.

Ninety (90) days after a Participant receives written notice of the Participant's eligibility to elect a form of payment, or at least ninety (90) days prior to a Participant's Normal or Late Retirement Date, or the commencement date of the Participant's benefit payments under Article VIII, the Participant shall file with the Plan Administrator the Participant's election of the form of payment and a designation of Beneficiary.

Any election of another form of payment pursuant to the provisions of this Section may be revoked in writing at any time prior to the Participant's Normal or Late Retirement date, or prior to the commencement date of the Participant's benefit payment under Section 5.06. After any such written revocation, the Participant may make another election in the form and manner prescribed in this Section. In the event that no written election is effectively made, the manner of distribution shall be as provided in Section 5.01. The Plan Administrator may require that the Participant's Spouse co-sign any election made by the Participant.

Section 5.04 Reserved.

Section 5.05 Qualified Domestic Relations Order.

The Plan shall recognize qualified domestic relations orders meeting the requirements of Code Section 414(p) and the terms "alternate payee" and "qualified domestic relations order" as used in the Plan shall have the meaning set forth in that Code Section. All rights and benefits provided to an Employee or Beneficiary by the Plan shall be subject to the rights afforded to any alternate payee under a qualified domestic relations order.

Section 5.06 Time of Commencement of Benefit Payment.

Unless a Participant cannot be located by the Plan Administrator after reasonable efforts, any payment of benefits to the Participant hereunder shall begin no later than sixty (60) days after the close of the Plan year in which occurs the later of: (a) the Participant's Normal Retirement Age; or (b) termination of employment of the Participant.

All payments under the Plan must, as of the Required Beginning Date, satisfy the minimum distribution requirements under Code §401(a)(9) and the applicable Treasury regulations thereunder, which are incorporated herein by reference. A Participant's Required Beginning Date is the April 1 following the close of the calendar year in which the Participant retires or attains the applicable age set forth below, whichever is later. The applicable age is:

- age 70 ½, if the Participant reached age 70 ½ prior to January 1, 2020;
- age 72, if the Participant reached age 70 ½ on or after January 1, 2020, and reached age 72 prior to January 1, 2023; or
- age 73, if the Participant reaches age 72 on or after January 1, 2023.

The minimum distribution for the first distribution calendar year is due by the Participant's Required Beginning Date. The minimum distribution for each subsequent distribution calendar year, including the calendar year in which the Participant's Required Beginning Date falls, is due by December 31 of that year.

Section 5.07 Duration of Benefit Payments.

Whenever this Plan provides that benefit payments shall be made for the lifetime of a Retired Participant, Spouse, or Beneficiary, the last monthly benefit payment shall be made on the first day of the month coincident with or next preceding the death of such Retired Participant, Spouse, or Beneficiary.

Section 5.08 Direct Rollover.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distribution, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

a. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

b. An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Effective for distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan. This definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

c. A distributee includes an Employee or former Employee. In addition, to the extent applicable to the Plan, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the Spouse or former spouse.

d. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

e. A non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and regulations thereunder, by a direct rollover, may roll over all or any portion of his or her distribution to an individual retirement account described in Code Section 408, that the beneficiary establishes for purposes of receiving the distribution. In order to roll over the distribution, the distribution otherwise must satisfy the definition of eligible rollover distribution under Code Section 401(a)(31). A non-spouse beneficiary may not roll over an amount that is a required minimum distribution under Code Section 401(a)(9).

Article VI Disability Benefits

An Active Participant who incurs Permanent Disability before the Participant's Retirement Date shall become 100% vested and shall be treated as having terminated employment as of the date of Permanent Disability. Such Participant will be subject to the benefit provisions of Article VIII.

Article VII Death Benefits

Section 7.01 Death Benefit Before Retirement Date.

a. If the death of a Participant occurs before the Participant's actual Retirement Date, the Participant's surviving Spouse or children, as provided by this Section, if any, shall be entitled to a Death Benefit. The Death Benefit shall be payable: (i) to the Spouse, if the Spouse had been living with the Participant until the Participant's death (temporary absences, or absences due to illness, hospitalization or nursing home occupancy to be considered as living with the Employee), or (ii) to the Participant's "Eligible Child" or "Eligible Children" (as defined in Subsection c.) if no qualified Spouse survives.

b. The Death Benefit shall be a lump sum amount equal to the Actuarial Equivalent Value of the Participant's Accrued Benefit. In the event the Death Benefit is payable to more than one Eligible Child, the benefit shall be divided into equal shares, one share for each surviving Eligible Child.

c. For purposes of this Section and all Subsections thereunder, the term Eligible Child or Eligible Children for purposes of eligibility for the Death Benefit means a natural or legally adopted child living on the date of the Participant's death.

d. The Plan Administrator may adopt rules designed to verify eligibility under this Section. In the event a Beneficiary shall, in the judgment of the Employer, fail to cooperate with the verification process, payment of benefits will be suspended until the Employer has determined that full cooperation has been achieved.

e. There are no other death benefits provided under this Plan before Retirement Date.

Section 7.02 Death Benefit After Retirement Date.

Any death benefit after the Participant's actual Retirement Date will be determined by the form of retirement benefit in effect on a Participant's Retirement Date.

Article VIII Termination Benefits

A Participant who becomes an Inactive Participant before retirement or death will be entitled to his/her Accrued Benefit as a deferred monthly retirement benefit on the Normal Form to begin on the Participant's Normal Retirement Date.

Payment of the deferred monthly retirement benefit will either be in the Normal Form of retirement benefit as provided under Section 5.01 or, if elected as provided herein, in an optional form as provided in Section 5.02. The amount of payment under any form (other than the Normal Form) will be determined as provided under Section 5.02.

Article IX Fiduciaries

Section 9.01 Fiduciaries.

The Employer, the Plan Administrator, and the Trustees shall each be Named Fiduciaries. Each Named Fiduciary shall act solely in the interest of Participants and Beneficiaries for the exclusive purpose of providing benefits and defraying reasonable administrative expenses. Each Named Fiduciary shall discharge his/her duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matter would use in the conduct of an enterprise of like character and like aims.

Section 9.02 Allocation of Fiduciary Responsibilities; Duties of Actuary.

a. Powers and Duties of Trustees. The Trustees shall have responsibility for the management and control of the assets of the Plan as provided in Article XIII, subject to Section 9.02c.

b. Duties of Actuary. The Actuary shall have the responsibility for establishing the actuarial assumptions and actuarial cost method used to determine the minimum contributions to be made to the Plan. The Actuary shall make such actuarial calculations and perform such duties as described herein. In making an actuarial valuation of the Plan from time to time, the Actuary may rely upon the written statement of the Trustees concerning the assets in the Trust Fund and

shall not be required to make any independent calculations with respect thereto. The Actuary shall certify to the Employer, in writing, the results of the calculations and the Employer may rely thereon. In making such calculations hereunder, the Actuary shall use such actuarial tables as the Actuary deems appropriate but shall use the same tables in making all calculations during a specified period. The Actuary shall employ actuarial assumptions and methods which, in the aggregate, are reasonable, taking into account the experience of the Plan and reasonable expectations and which, in combination, offer the Actuary's best estimate of anticipated experience under the Plan. The Actuary may, from time to time, change the actuarial tables and other assumptions used in making calculations.

c. Powers and Duties of the Employer. The Employer shall be responsible for the administration and management of the Plan, except for those duties hereinafter specifically allocated to the Trustee or Actuary. The Employer is the Plan Administrator of the Plan. In accordance with the provisions of law, including Mo. Rev. Stat. §321.600, and except as otherwise provided herein, all actions and final decisions for and on behalf of the Plan shall be exclusively within the power, duty and discretion of the Employer's Board of Directors. The powers and duties of the Board of Directors include, but are not limited to the following, as well as all such other powers and duties described elsewhere herein:

- (1) The power to amend, change or terminate the Plan.
- (2) The power to determine the method of funding and the method for payment of benefits.
- (3) Subject to the limitations of the Plan, establish rules for the transaction of Plan business and for the administration of the Plan.
- (4) The power to administer all Employee requests, notices, elections and other similar requests of any kind relating to the Plan in accordance with the following procedure: all requests, notices, elections, and other Employee actions of any kind relating to the Plan shall be presented to and considered by the Chief of the Employer, who shall promptly make a report with recommendations to the Board of Directors, for their final decision.
- (5) To maintain such Employee records as are necessary to aid in determination of eligibility, vesting, and other Employee rights and privileges under the Plan, as the Board of Directors considers necessary or appropriate to its functions.
- (6) To devise and adopt rules (and changes and/or additions to such rules) as they deem necessary for the operation of the Plan.
- (7) To exercise oversight over the performance of the Board of Trustees in connection with their duties as set forth in Section 9.02a and Article XIII herein and in this regard, the Board of Directors shall review the Trustees' actions, including investment recommendations and follow them unless the Board of Directors, in its reasonable discretion, believes to do so would be imprudent or cause a breach of fiduciary duty.

- (8) The power and authority to interpret the Plan and to determine all questions arising in the administration, interpretation and application of the Plan.

Section 9.03 Claims Procedure.

All determinations of the Plan Administrator as to claim for benefits shall be final, conclusive and binding, except to the extent that they are appealed. Appeals shall follow the following claims procedure and shall otherwise comply with Missouri law.

In the event that the claim of any person to all or any part of any payment or benefit under this Plan shall be denied, the Plan Administrator shall provide to the claimant within sixty (60) days after receipt of such claim, a written notice setting forth, in a manner calculated to be understood by the Claimant:

- (a) the specific reason or reasons for denial;
- (b) specific references to the pertinent Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation as to why such material or information is necessary; and
- (d) an explanation of the Plan's claim procedure.

Within sixty (60) days after receipt of the above material, the Claimant shall have a reasonable opportunity to appeal the claim denial to the Plan Administrator for a full and fair review. The Claimant or the Claimant's duly authorized representative may:

- (a) request a review upon written notice to the Plan Administrator;
- (b) review pertinent documents; and
- (c) submit issues and comments in writing.

A decision by the Plan Administrator shall be made not later than sixty (60) days after receipt of a request for review, unless special circumstances require an extension of time for processing, in which event a decision be rendered as soon as reasonably practicable, but in no event later than one hundred twenty (120) days after such receipt. The Plan Administrator's decision on review shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the Claimant, with specific references to the pertinent Plan provisions on which the decision is based.

Section 9.04 Personal Liability.

No Director of the Employer, Trustee or Employee acting for and on behalf of the Plan and or the Trust Fund, shall be subject to any personal obligation or liability whatever, for any action or omission such individual may take or fail to take in connection with the Plan and or the Trust Fund, unless such action or omission was in willful disregard of or in knowing violation of applicable law, or was in knowing breach of good faith or in a willful and deliberate attempt to cheat or defraud. If

any such party shall become a party defendant in any lawsuit or legal proceeding arising out of or in any manner connected with Plan, the Employer shall provide such individual with competent legal counsel and reasonable suit fees, as an expense of administration of the Plan, and shall also, as such an expense, indemnify such individual against any personal liability for every act or omission of his/her for which such individual is hereunder exempted from personal liability or obligation.

Article X

Amendment and Plan Termination

Section 10.01 Employer May Amend Plan.

The Employer reserves the right at any time and from time to time, without the consent of the Participants or Beneficiaries, or any person or persons claiming through them, to modify or amend, in whole or in part, any or all of the provisions of the Plan, including specifically the right to make any such amendments effective retroactively, if necessary, to bring the Plan into conformity with any governmental regulations which must be complied with in order to make the Plan eligible for tax benefits; provided that no such modification or amendment shall make it possible for any part of the assets of the Plan to be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries under the Plan, prior to the satisfaction of all liabilities with respect to such Participants and their Beneficiaries under the Plan.

Section 10.02 Preservation of Vesting and Accrued Benefits.

Any amendment which modifies the vesting provisions contained in the Plan shall apply prospectively. No amendment shall reduce the Accrued Benefit of a Participant.

Section 10.03 Employer May Terminate Plan.

The Employer may terminate the Plan at any time. In the event of termination, on the termination date all Participants shall be fully vested in Accrued Benefits, to the extent funded.

Section 10.04 Valuation of Plan Assets and Liabilities.

If the Employer terminates this Plan, the Plan Administrator shall direct the Trustee to compute the value of the Trust Fund held for the benefit of Participants, Retired Participants, vested terminated Participants and Beneficiaries otherwise eligible to receive benefits hereunder. The Plan Administrator, based upon the certification of the Actuary, shall apportion the amount so valued to all such Participants, Retired Participants, vested terminated Participants and/or their Beneficiaries in shares as determined in Section 10.05.

Section 10.05 Allocation of Plan Assets and Liabilities.

The value of that portion of the Trust Fund remaining after providing for the expenses of administration of the Plan and Trust shall be allocated for purposes of paying Monthly Retirement Income and Death Benefits in the following order of preference:

1. First, for those benefits paid as an annuity,

(a) In the case of the benefit of a Participant or Beneficiary which was in pay status as of the beginning of the 3-year period ending on the termination date of the Plan, to each such benefit, based on the provisions of the Plan under which such benefit would be the least and

(b) In the case of a Participant's or Beneficiary's benefit (other than a benefit described in subparagraph (a)) which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of the 3-year period and if his benefits had commenced (in the Normal Form of annuity under the Plan) as of the beginning of such period, to each such benefit based on the provisions of the Plan under which such benefit would be the least.

2. Second, to all other nonforfeitable benefits under the Plan; and

3. Third, to all other benefits under the Plan.

This Section shall be administered and the assets in the Trust Fund shall be apportioned using the principles set forth in Section 4044 of the ERISA as said section may be amended, regulations implementing Section 4044 and such other portions of ERISA as it incorporates by reference.

Article XI Miscellaneous

Section 11.01 Governing Law.

This Plan shall be construed in accordance with the laws of the State of Missouri, except where such laws are superseded by the Code, in which case the Code shall control.

Section 11.02 Construction of Plan Document.

Any headings or subheading in this Plan are inserted for convenience of reference only and in the event of any conflict, the text of this document, rather than such headings or subheadings, shall control.

Section 11.03 Severability Clause.

In case any provision of this Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this Plan and this Plan shall be construed and enforced as if such illegal or invalid provisions had never been inserted herein.

Section 11.04 Plan in Effect at Termination of Employment Controls.

The terms and provisions of this Plan shall not apply in determining the benefits payable to any Employee who was a Participant in the Prior Plan and who terminated employment (for any reason) prior to the effective date of this Plan. In such event, the terms and provisions of the Prior Plan, as in effect on the date of termination of employment, shall apply.

Section 11.05 Facility of Payment.

In making any distribution to or for the benefit of any minor or incompetent person, the Plan Administrator may, but need not, in its discretion, order the Trustee to make such distribution to a legal or natural guardian of such minor or incompetent, and any such guardian shall have full authority and discretion to expend such distribution for the use and benefit of such minor or incompetent. The receipt of such guardian shall be a complete discharge to the Trustee, without any responsibility on its part or on the part of the Plan Administrator, to see to the application thereof.

Section 11.06 Plan Voluntary.

Although it is the intention of the Employer that this Plan shall be continued, this Plan is entirely voluntary on the part of the Employer and the continuance of the Plan shall not be assumed as a contractual obligation of the Employer.

Section 11.07 No Guarantee of Employment.

This Plan shall not be deemed to constitute a contract of employment between the Employer and any Participant nor to be consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at time regardless of the effect which such discharge shall have upon the individual as a Participant of the Plan.

Section 11.08 Benefits Payable Under Other Qualified Defined Benefit Pension Plans.

If any Participant is, or becomes, or upon proper application would become, entitled to a pension or other benefits under any "other qualified defined benefit pension plan" of which the Employer has borne, or is required to bear, any part of the cost, the benefits payable to such Participant under the provisions of the Plan shall be reduced to reflect the value of such other defined benefit pension plan to the extent that credit is granted under both Plans for the same period of Service. The term "other defined benefit pension plan" shall not include any plan or program under which benefits are provided wholly or in part by public funds, state or federal.

Section 11.09 Corrections of Misstatements.

A misstatement of the age, sex, years of Service or Credited Service, date of employment, date of birth, or base pay or Plan Compensation of a Participant, or any other such matter, shall be corrected when it becomes known that any such misstatement of fact has occurred.

Section 11.10 Successor Employers.

In the event of a merger or consolidation of the Employer or transfer of all or substantially all of its assets to any other foundation, trust, corporation, partnership or association, provision may be made by such successor foundation, trust, corporation, partnership or association, at its election, for the continuance of the Plan created hereunder by such successor entity. Such successor shall, upon its election to continue this Plan, be substituted in place of such the Employer by an instrument duly authorizing such substitution and duly executed by the Employer and its successor. Upon notice of

such substitution, accompanied by a certified copy of the appropriate documents from the Employer and its successor authorizing such substitution and delivered to the Trustees, the Trustees and all Participants hereunder shall be authorized to recognize such successor in the place of such Employer.

Section 11.11 Plan Merger, Consolidation or Transfer of Plan Assets.

In the case of any merger or consolidation with, or transfer of assets or liabilities of the Plan to any other plan, the terms of any such merger, transfer or consolidation shall provide that each Participant of the Plan will receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, consolidation or transfer, if this Plan had then terminated.

Section 11.12 Beneficiary.

Each Participant may name a Beneficiary to receive any death benefit which may arise out of participation in the Plan (other than the benefits described in Section 7.01). In the event no designation is effective, the Participant's Beneficiary shall be the Participant's Spouse, if any, otherwise it shall be the Participant's estate. The Participant may change the Beneficiary without the Beneficiary's consent.

Section 11.13 Spendthrift Clause.

No benefits payable hereunder shall be assignable, transferable, subject to counterclaim recoupment, or set-off, nor may they be subject to garnishment, sequestration, execution, injunction, receivership, bankruptcy or any other decree, order, process or proceeding in any court. The benefits shall be paid and distributed for the purposes of the Plan and for no other purpose.

Notwithstanding the preceding paragraph and as provided in Section 5.05, the Plan shall recognize qualified domestic relations orders meeting the requirements of Internal Revenue Code Section 414(p).

Section 11.14 Non-Diversion of Plan Assets.

The Employer shall not be entitled to any part of the corpus or income of the Trust Fund and no part thereof shall be used for or diverted to any purpose other than for the exclusive benefit of the Participants and Beneficiaries hereunder, subject to the right of the Employer, upon termination of the Plan, to surplus assets, if any. Notwithstanding the foregoing, nothing in the Plan shall preclude the Trustee from complying with a "qualified domestic relations order" as defined in Section 414(p) of the Internal Revenue Code.

Section 11.15 Executed Plan Documents to be Furnished to Trustee/Actuary.

An executed copy of this Plan shall be furnished to each Trustee and to the Actuary.

Section 11.16 Qualification of Plan.

The provisions of the Plan are intended to comply with Section 401(a) of the Code.

Article XII

Declaration of Trust Trustee Powers and Duties

Section 12.01 Declaration of Trust.

The Plan constitutes a trust for the benefit of eligible Employees and Beneficiaries, which the Trustees hold in trust subject to the terms and provisions of the Plan. Amounts deposited in the Trust Fund and income thereon shall be used for the exclusive benefit of eligible Employees and Beneficiaries and no such amounts may be used or diverted for any other purpose. Pursuant to Mo. Rev. Stat. § 321.610, the Employer declares and instructs its officers and staff, that all tax receipts from the pension tax shall be deposited in the Trust Fund, and used only in paying the costs (including benefits and administrative expenses) of the Plan, as determined by the Employer's Board of Directors.

The Trustee shall provide bond for the faithful performance of its duties under the Trust.

Section 12.02 Selection Process for Members of the Board of Trustees Who Are Not Members of the Employer's Board of Directors.

(a) Nomination Process. Each odd-numbered year between the dates of October 1 and October 31 there shall be an election which shall be carried out as follows:

(1) *IAFF bargaining unit employees:*

- (i) All current Employees (in active employment) who are within the classifications of Employees who are part of the Union bargaining unit (whether or not members of the Union) shall nominate for referral to the Board of Directors two (2) persons from among the Employees (in active employment) in the bargaining unit (the IAFF Nominees).
- (ii) The IAFF Nominees shall be determined by election undertaken by any process approved by IAFF membership, provided that Employees who are within the classifications of Employees who are part of the Union bargaining unit can vote whether or not members of the Union. Employer's management shall not participate in or interfere with such process, subject to the exercise of grievance rights by any Employee.

(2) *Other Plan Participants:*

- (i) All Active Participants (in active employment) who are not members of the Union bargaining unit, and all former employees who are Inactive Participants shall be entitled to nominate one (1) person who is a member of the group described in this part (2), according to the procedure described in part 2(ii) through 2(v).
 - (ii) The Chief of the Employer shall be responsible for collecting and tabulating the votes of persons falling in this classification.
 - (ii) A candidate may be nominated by any person within this classification so long as one other Active Participant in this classification endorses the nomination.
 - (vi) The Chief shall mail to the last known address of all Inactive Participants a ballot containing the names of all people nominated for the position of Plan Trustee, along with a pre-addressed stamped envelope for returning the ballot. Inactive Participants shall be allowed a full two weeks during October to return their ballots, but if same are not returned within the allotted two weeks such ballots shall not be recognized.
 - (v) After advising the Active Participants who are not members of the bargaining unit classification of the names of persons nominated in this category, the Chief shall distribute the ballots to such Active Participants. Same shall be submitted in sealed envelopes during the same time period allowed to Inactive Participants. The ballots received from Active Participants who are not members of the bargaining unit and by Inactive Participants shall all be opened by the Chief on the same day and time. The Chief shall then tabulate the results and provide the name of the individual receiving the most votes to the Board of Directors, pursuant to (3) below.
- (3) Certification of results:
- On November 1 of each odd-numbered year, or the next following day when the Local 2665 shop steward is on duty, the shop steward shall in writing submit to the Chief the names of the two (2) persons nominated by the IAFF bargaining unit for positions on the Board of Trustees. At the same time, the Chief shall prepare a certification stating the name of the one (1) person nominated by Active Participant non-bargaining unit personnel and Inactive Participants. The certifications shall be presented by the Chief to the Employer's Board of Directors at the first regular meeting of the Board of Directors conducted in November.

(b) Selection of Trustees. The Employer's Board of Directors shall select two of the three persons nominated to serve on the Board of Trustees. Trustees selected by this process shall serve terms of two (2) years, each commencing on December 1 of odd-numbered years.

In the event that an Active Participant Trustee resigns as Trustee or leaves active employment (except by retirement) prior to term end (or is removed for cause by the Board of Directors after written charges and a hearing), the Board of Directors shall appoint an interim trustee from the membership of the same participant classification as was the trustee who resigned or was removed, provided a person from such classification is willing to serve. The interim trustee shall serve the unexpired term, and there shall be a new election the following October in an odd- numbered year in accordance with the process set forth in this Section.

Section 12.03 Governance.

(a) Board of Trustees Meetings. Meetings shall be held no less frequently than quarterly. The Board of Trustees may hold special meetings by giving proper legal notice and upon prior notice to the Trustees in writing, hand delivered or posted in the United States mail to the last known address of the Trustees.

At any regular or special meeting, no business shall be transacted until a quorum of three (3) Trustees is present. A majority vote of the members present shall pass any motion, regulation, or any other matter which may be decided upon. In the event a quorum is not obtained, the President can continue the meeting and hold discussion on the agenda items. No official business may be conducted and no votes on motions can be taken during a meeting without a quorum. Should late arrivals change the status, then actions may be considered.

Minutes of all meetings of the Board of Trustees shall be prepared and maintained by the Secretary, subject to approval by the Board of Trustees at the next succeeding meeting. All minutes approved by the Board of Trustees shall be available for public inspection, except as otherwise permitted by law.

(b) Officers of the Board of Trustees. The Board of Trustees shall elect a President, Vice President, Treasurer and Secretary from its membership, all of which hold office for a term of one (1) year. The Chief of the Employer shall also serve as an ex officio (nonvoting) officer of the Board of Trustees.

The President or, in his/her absence, the Vice President, shall preside at all meetings of the Board of Trustees. In the absence of the President and Vice President at any meeting, the Board of Trustees shall elect from its membership a Chairman to preside at such meeting. The role of the President includes: calling meetings; chairing meetings; coordinating with the Employer, the Board's needs, policies, and interests, when determined, and communicating same to necessary parties on any matters under discussion or consideration; coordinating with the Board Secretary, and members of the Employer's staff, on matters requiring the attention of the staff; serving as the focal point of communication with the individual members of the Board of Trustees; and serving as parliamentarian, ensuring that proper parliamentary procedures are followed at all times.

(c) Compensation. No person who is receiving pay from the Employer as an Employee shall receive compensation for services as Trustee from the Trust Fund.

(d) Successor Trustees. Each successor Trustee shall succeed to the title to the Trust Fund vested in his/her predecessor by accepting in writing his/her appointment as successor Trustee and filing the acceptance with the former Trustee and the Plan Administrator without the signing or

filing of any further statement. The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust Fund by the successor Trustee, shall execute all documents and do all acts necessary to vest the title of record in any successor Trustee. Each successor Trustee shall have and enjoy all of the powers, both discretionary and ministerial, conferred under the Plan upon his/her predecessor. No successor Trustee shall be personally liable for any act or failure to act of any predecessor Trustee. With the approval of the Employer, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without incurring any liability or responsibility for so doing.

Section 12.04 Trustee Powers and Duties.

The Board of Trustees is delegated the power and duty to administer the investment of the assets of the Plan, subject to Section 9.02(a) above and subject to any limitations contained elsewhere in Plan or by law. In connection with this responsibility and subject to the foregoing, the Board of Trustees shall have the following powers and duties:

- (a) The Trustee shall invest the assets of the Trust Fund in accordance with Section 105.660 et seq., as a prudent man would do under like circumstances with due regard for the purposes of the Plan, except with respect to any Plan assets under the control or direction of a properly appointed Investment Manager. The Trustee shall coordinate its investment policy with Plan financial needs as communicated to it by the Plan Administrator.
- (b) To invest any part or all of the Trust Fund in any common or preferred stocks, open-end or closed end mutual funds, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, improved or unimproved real estate situated in the United States, limited partnerships, annuity contracts, mortgages, notes or other property of any kind, real or personal.
- (c) To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan.
- (d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal.
- (e) To credit and distribute the Trust Fund as directed by the Plan Administrator.
- (f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge.
- (g) To compromise, contest, arbitrate or abandon claims and demands with respect to issues related to investment, in its discretion.
- (h) To have with respect to the Trust Fund all of the rights of an individual owner, including the power to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, and to exercise or sell stock subscriptions or conversion rights.

(i) To hold any securities or other property in the name of the Trustee or its nominee, or in another form as it may deem best, with or without disclosing the Trust relationship. Notwithstanding the foregoing, the Trustees shall nevertheless be obligated to account for all property received by them as part of the corpus of the Trust Fund, notwithstanding the name in which the same may be held.

(j) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust Fund.

(k) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction.

(l) To file any governmental filings, such as tax returns, required of the Trustee.

(m) The Trustees may from time to time appoint (and remove) one or more investment fund managers (the "Investment Manager") and may pay such Investment Manager reasonable compensation. Any such Investment Managers must either be registered as an investment advisor under the Investment Advisors Act of 1940 or be a bank, as defined in such Act.

In the event that an Investment Manager is granted discretion to invest all or a portion of the assets of the Trust Fund, the Investment Manager shall have the authority to exercise, with respect to all assets subject to its investment directions, all of the investment powers and duties reserved to the Trustees under this Trust Fund during the period of such appointment; and shall acknowledge, in writing, acceptance of such appointment and status as a fiduciary with respect to the assets of the Trust Fund subject to this investment direction. If an Investment Manager is removed, and if a successor Investment Manager is not appointed, the Trustees shall thereupon assume all of the investment powers.

Upon the appointment of an Investment Manager with investment discretion, the Trustees shall perform such custodial and disbursing functions and ministerial acts relating to investments directed by the Investment Manager as may be required to carry out the administration of the Trust Fund but shall be relieved of all responsibility for investment or failure to invest that portion of the Trust Fund subject to investment direction by the Investment Manager during the period of appointment of such Investment Manager, except that the Trustees may, but shall not be required to, invest and reinvest income and principal cash in U.S. Treasury bills, commercial paper, or other short-term investments pending receipt of directions as to the investment or disposition of such cash. The charges and expenses of the Investment Manager shall be charged against the Trust Fund to the extent that they are not paid by the Employer. The Trustees shall have no duty to review or recommend the sale, retention, or other disposition of any asset purchased or retained at the direction of the Investment Manager, nor shall the Trustees have any personal liability or responsibility for any loss to or depreciation of the Trust Fund occasioned by reason of the purchase sale, or retention of any asset in accordance with the direction of the Investment Manager, or by reason of not having sold such assets so purchased or retained in the absence of any direction from the Investment Manager to make such sale. All directions given to the Trustees by the Investment Manager, including brokers' confirmations, shall be given in writing. All terms and conditions of

any agreement between the Trustees and an Investment Manager, with investment discretion, appointed in accordance with the provisions of this Section shall become a part of the terms and conditions of this agreement, but shall not be binding on the Employer or change the powers or duties of the Employer or the Employer's Board of Directors without their consent.

(n) To provide an annual report to the Board of Directors showing: the fiscal transactions of the Plan for the preceding fiscal year; the amount of the accumulated cash and securities; and last balance sheet showing the financial condition of the Plan; and to participate in the preparation of an annual audit of the Trust, which is performed as part of the audit of the Employer, by the firm of certified public accountants employed by the Employer.

(o) To furnish the Plan Administrator with whatever information relating to the Trust Fund the Plan Administrator considers necessary.

(p) To maintain appropriate records.

(q) To pay all expenses, fees, costs and other charges reasonably incurred in the establishment, maintenance, continued qualification, reporting and disclosure, accounting, trusteeship, investment, administration and termination (including, but not limited to, legal, actuarial, accounting and other professional fees) of the Plan from the Trust Fund unless the Employer pays the same.

(r) To employ attorneys, accountants and other persons to advise the Trustee and the Plan Administrator in managing, protecting and administering the Trust Fund.

(s) To begin, maintain or defend any litigation necessary in connection with the administration of the Plan.

Section 12.05 Detailed Procurement Action Plan.

The Board has established the goal of increasing opportunities for women and minorities within the firms that provide direct services to the Plan as money managers, brokers or investment counselors.

The Board has identified the following actions to achieve this goal:

- (a) The Board will review its existing money managers, brokers and investment counselors to identify the number and percentage of women and minorities employed as professionals by each, the level of authority held by those financial professionals, and the means by which they recruit and hire professionals.
- (b) To the extent that the Board finds the participation of women and/or minorities to be insufficient in any of its money managers or brokers or investment counselors, the Board will conduct a request for proposal ("RFP") to replace that money manager, broker or investment counselor. That RFP will specifically inquire about:
 - 1. the number and percentage of women and minorities employed as professionals by each,
 - 2. the level of authority held by those financial professionals,
 - 3. the means by which they recruit and hire professionals,
 - 4. the developmental programs it employs for women and minorities,

5. the firm's affirmative action plan, if any, and
 6. its percentage change in employment of women and minority professionals over each of the last five years.
- (c) The Board will distribute or publicize the RFP and any future RFPs to qualified firms owned by, or employing in a professional capacity a substantial percentage of, minorities or women.

Section 12.06 Parties to Litigation.

The Employer, the Plan Administrator and the Trustees shall be necessary parties to any court proceeding involving the Trustees or the Trust Fund. Any final judgment entered in any proceeding shall be conclusive upon the Employer, the Plan Administrator, the Trustee, Participants and Beneficiaries.

Section 12.07 Distribution Directions.

If a Participant or Beneficiary fails to claim a payment or distribution made from the Trust Fund, the Trustee shall promptly notify the Plan Administrator and shall dispose of the payment in accordance with the subsequent direction of the Plan Administrator.

Section 12.08 Third Parties Dealing with Trustees.

No person dealing with the Trustee shall be obligated to see the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and shall not be liable to any person whomsoever in so doing. The Certificate of the Trustee that is acting in accordance with the Plan shall be conclusive in favor of any person relying on the certificate.

Section 12.09 Valuation of Trust.

The Trustee shall value the Trust Fund as of the last day of each Plan Year to determine fair market value, and the Trustee shall value the Trust Fund on such other date(s) as may be necessary for such purpose.

VALLEY PARK FIRE PROTECTION DISTRICT

Chairman and Director

Treasurer and Director

ATTEST:

Secretary and Director

Executed: _____, 2024

This document was approved and adopted by the District on March 25, 2024 pursuant to duly enacted Resolution Number 2024-01.

EQUIPMENT INVENTORY LIST

Item	AMT on hand	Asset or serial number	Item description (make and mo	Location	Conditio	Size	Manf. Date (M/YYYY)	Age (years)
Turnout Pant	1	4039852	Globe G extreme	Hs2 Loft	Used	52W	Jun-10	14
Turnout Pant	1	4552375	Globe G extreme	Hs2 Loft	Used	40W	May-13	11
Turnout Pant	1	4552368	Globe G extreme	Hs2 Loft	Used	46W	May-13	11
Turnout Pant	1	4552364	Globe G extreme	Hs2 Loft	Used	42W	May-13	11
Turnout Pant	1	174398	Globe G extreme	Hs2 Loft	Used	42W	Jul-14	10
Turnout Pant	1	4183165	Globe G extreme	Hs2 Loft	Used	40	Mar-11	13
Turnout Pant	1	4552369	Globe G extreme	Hs2 Loft	Used	46	May-13	11
Turnout Pant	1	4183164	Globe G extreme	Hs2 Loft	Used	40	Mar-11	13
Turnout Pant	1	1352363	Globe G extreme	Hs2 Loft	Used	40	May-13	11
Turnout Pant	1	4552370	Globe G extreme	Hs2 Loft	Used	46	May-13	11
Turnout Pant	1	4387177	Globe G extreme	Hs2 Loft	Used	40	Apr-12	12
Turnout Pant	1	4387179	Globe G extreme	Hs2 Loft	Used	30	Apr-12	12
Turnout Pant	1	4039890	Globe G extreme	Hs2 Loft	Used	38	Jun-10	14
Turnout Pant	1	4387180	Globe G extreme	Hs2 Loft	Used	40	Apr-12	12
Turnout Pant	1	4387176	Globe G extreme	Hs2 Loft	Used	38W	Apr-12	12
Turnout Coat	1	4387171	Globe G extreme	Hs2 Loft	Used	44CH	Apr-12	12
Turnout Coat	1	4387174	Globe G extreme	Hs2 Loft	Used	44	Apr-12	12
Turnout Coat	1	4387172	Globe G extreme	Hs2 Loft	Used	44	Apr-12	12
Turnout Coat	1	404039842	Globe G extreme	Hs2 Loft	Used	42	Jun-10	14
Turnout Coat	1	4387173	Globe G extreme	Hs2 Loft	Used	52	Apr-12	12
Turnout Coat	1	4992348	Globe G extreme	Hs2 Loft	Used	46	May-13	11
Turnout Coat	1	4992353	Globe G extreme	Hs2 Loft	Used	44	Sep-13	11
Turnout Coat	1	4332345	Globe G extreme	Hs2 Loft	Used	46	May-13	11
Turnout Coat	1	4183163	Globe G extreme	Hs2 Loft	Used	46	Mar-11	13
Turnout Coat	1	4183162	Globe G extreme	Hs2 Loft	Used	46	Mar-11	13
Turnout Coat	1	4992346	Globe G extreme	Hs2 Loft	Used	46	May-13	11
Turnout Coat	1	4992349	Globe G extreme	Hs2 Loft	Used	48	Sep-13	11
Turnout Coat	1	4992339	Globe G extreme	Hs2 Loft	Used	44	May-13	11
Turnout Coat	1	4992347	Globe G extreme	Hs2 Loft	Used	46	May-13	11
Turnout Coat	1	4992350	Globe G extreme	Hs2 Loft	Used	50	May-13	11
Turnout Coat	1	4387175	Globe G extreme	Hs2 Loft	Used	46	Apr-12	12
Turnout Coat	1	4895202	Globe G extreme	Hs2 Loft	Used	48	May-15	9
Turnout Coat (shell only)	1	4901342	Globe G extreme	Hs2 Loft	Used	36	May-15	9
Structural FF Gloves	5		Pro-tech	Hs2 Loft	New	70N (M)		
Structural Helmet	1	White	Cairns 1000	Hs2 Loft	Used		Jul-07	17
Structural Helmet	1	Yellow	Cairns Defender	Hs2 Loft	Used		Apr-15	9
Structural Helmet	1	Yellow	Lion American Classic	Hs2 Loft	Used		Feb-12	12
Adapter								
Adapter	4	5" Stortz to 4" Storz		Hs2 Loft				
Adapter	2	5" storz to 2.5" Female		Hs2 Loft				
Adapter	2	5" Storz to 2.4" Male		Hs2 Loft				
Adapter/Reducer	5	2.5 to 1.75		Hs2 Loft				
Adapter/Reducer	2	1.75" to 1"		Hs2 Loft				
Adapter	3	2.5 to 1-1 3/4" Gated Wye		Hs2 Loft				
Adapter	3	2.5" Ball valve		Hs2 Loft				
Adapter	9	2.5" dbl Fem		Hs2 Loft				
Adapter	8	2.5" dbl M		Hs2 Loft				
Adapter	1	5" storz to 5" Fem		Hs2 Loft				
Adapter	1	4" to hydrant		Hs2 Loft				
Adapter	1	5" Storz Cap		Hs2 Loft				
Adapter	2	5"Storz to 2.5 Fem		Hs2 Loft				
Adapter	2	5" storz to 2" Male		Hs2 Loft				
Adapter	1	1.75" adapter with Pressure Guage		Hs2 Loft				
Adapter	2	1.75" to water spigot		Hs2 Loft				
Adapter	1	2.5 to water spigot		Hs2 Loft				
Adapter	2	4.5" storz		Hs2 Loft				
Adapter	1	5" to 4" storz		Hs2 Loft				
Adapter				Hs2 Loft				
Nozzle/Appliance								
Nozzle/Appliance	3	2.5" Playpipe stacked tips 1", 1 1/4", 1 1/8"		Hs2 Loft				
Nozzle/Appliance	2	Foam Air Asp Nozzle		Hs2 Loft				
Nozzle/Appliance	2	2.5" Playpipe Fog		Hs2 Loft				
Nozzle/Appliance	1	2.5" Fog		Hs2 Loft				
Nozzle/Appliance	3	1.75" smooth Bore 7/8" tip		Hs2 Loft				
Nozzle/Appliance	5	2.5" SB 1 1/8" tip		Hs2 Loft				
Nozzle/Appliance	6	200gpm Fog 1.5"		Hs2 Loft				
Nozzle/Appliance	6	125gpm Fog 1.5"		Hs2 Loft				
Nozzle/Appliance	1	200gpm fog Half		Hs2 Loft				
Nozzle/Appliance	3	Hydrant Wrench		Hs2 Loft				
Appliance	2	Foam Eductor		Hs2 Loft				
Hose								
1.75"	9	Red Rubber	50ft/section	Hs2 Hose Room				
1.75"	17	Blue	50ft/section	Hs2 Hose Room				
1.75"	17	Yellow	50ft/section	Hs2 Hose Room				
1.75"	22	White	50ft/section	Hs2 Hose Room				
2.5"	5	Yellow	50ft/section	Hs2 Hose Room				
5"	1	White	Short Pony section <20'	Hs2 Hose Room				
1.75"	3	Blue	50ft/section	Hs1 Eng Bay				
1.75"	2	yellow	50ft/section	Hs1 Eng Bay				
Tools: Hand/Power								
Saw	1	14" Cutoff	Stihl TS-360 AV5	hs 2 Workshop				
Fan (electric)	1	9" electric	Ramfan EV 400	hs 2 Workshop				
Fan (electric)	1	9" electric	Ramfan EF 400	hs 2 Workshop				
Torch	1	Oxy/Acetylene	Victor Portable	hs 2 Workshop				
Generator	1	Gas Powered Generator		hs 2 Workshop				

A large Cummins generator set mounted on a trailer, with various components like the engine, alternator, and control panel visible. The image is faded and serves as a background for the title.

Planned Equipment Maintenance Proposal to Valley Park Fire Protection District



To the attention of: Valley Park Fire Protection District

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable.

Warranty: Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 5 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
Valley Park Fire Protection District	Name: Curtis VanGaasbeek
55 CRESCENT AVE, VALLEY PARK, Missouri, 63088-1104	Phone Number: 3145401901
	Email: cvan@vpfire.org



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>				<u>Equipment Information:</u>		
GENERAC 200KW S/N: 3005163313 at Station 1				Manufacturer: Generac		
840 St Louis Ave VALLEY PARK MO 63088,				Model: Non-Cummins		
Quantity: 1				Engine Serial Number:		
Install Date:				Genset Serial Number: 3005163313		
Warranty Expiration Date:				ATS Serial Number:		
Access: Standard						
Access Notes:						
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	410.68	410.68	
	Full Service	Annually	1	1,081.81	1,081.81	
	4D - Maintenance Free	Once	1	987.54	987.54	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 1 Total:	3,510.33	
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	410.68	410.68	
	Full Service	Annually	1	1,081.81	1,081.81	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 2 Total:	2,522.78	
<u>Year 3</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	410.68	410.68	
	Full Service	Annually	1	1,081.81	1,081.81	
	Air Filter Service	Once	1	189.72	189.72	
	4D - Maintenance Free	Once	1	987.54	987.54	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	



				Year 3 Total:	3,700.05	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	410.68	410.68	
	Full Service	Annually	1	1,081.81	1,081.81	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 4 Total:	2,522.78	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	410.68	410.68	
	Full Service	Annually	1	1,081.81	1,081.81	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 5 Total:	2,522.78	

Price of Services per Unit: USD 14,778.73
Total Price of Services: USD 14,778.73



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>				<u>Equipment Information:</u>		
Baldor Portable 45kw				Manufacturer:	Baldor	
				Model:	Non-Cummins	
Quantity:	1			Engine Serial Number:		
Install Date:				Genset Serial Number:	P0708060009	
Warranty Expiration Date:				ATS Serial Number:		
Access:	Standard					
Access Notes:						
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	270.69	270.69	
	Full Service	Annually	1	606.31	606.31	
	Group 31 - Maintenance Free	Once	1	233.69	233.69	
	Load Bank Test - 2 Hr	Annually	1	830.10	830.10	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 1 Total:	2,068.80	
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	270.69	270.69	
	Full Service	Annually	1	606.31	606.31	
	Load Bank Test - 2 Hr	Annually	1	830.10	830.10	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 2 Total:	1,835.11	
<u>Year 3</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	270.69	270.69	
	Full Service	Annually	1	606.31	606.31	
	Group 31 - Maintenance Free	Once	1	233.69	233.69	
	Load Bank Test - 2 Hr	Annually	1	830.10	830.10	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
	Air Filter Service	Once	1	122.88	122.88	
				Year 3 Total:	2,191.68	



Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	270.69	270.69	
	Full Service	Annually	1	606.31	606.31	
	Load Bank Test - 2 Hr	Annually	1	830.10	830.10	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
Year 4 Total:					1,835.11	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	270.69	270.69	
	Full Service	Annually	1	606.31	606.31	
	Load Bank Test - 2 Hr	Annually	1	830.10	830.10	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
Year 5 Total:					1,835.11	

Price of Services per Unit: USD 9,765.82
Total Price of Services: USD 9,765.82



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>				<u>Equipment Information:</u>		
3. AKSA 125KW S/N: 8.8L0017365 at Station 2				Manufacturer: Other		
47 CRESCENT AVE VALLEY PARK MO 63088,				Model: Non-Cummins		
Quantity: 1				Engine Serial Number:		
Install Date:				Genset Serial Number: 8.8L0017365		
Warranty Expiration Date:				ATS Serial Number:		
Access: Standard						
Access Notes:						
<u>Year 1</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	360.92	360.92	
	Full Service	Annually	1	856.57	856.57	
	Group 31 - Maintenance Free	Once	1	233.69	233.69	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 1 Total:	2,481.46	
<u>Year 2</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	360.92	360.92	
	Full Service	Annually	1	856.57	856.57	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 2 Total:	2,247.77	
<u>Year 3</u>	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	360.92	360.92	
	Full Service	Annually	1	856.57	856.57	
	Air Filter Service	Once	1	90.06	90.06	
	Group 31 - Maintenance Free	Once	1	233.69	233.69	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	



				Year 3 Total:	2,571.52	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	360.92	360.92	
	Full Service	Annually	1	856.57	856.57	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 4 Total:	2,247.77	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	360.92	360.92	
	Full Service	Annually	1	856.57	856.57	
	Load Bank Test - 2 Hr	Annually	1	902.29	902.29	
	Oil Analysis - Advanced	Annually	1	63.88	63.88	
	Coolant Analysis - Basic	Annually	1	64.12	64.12	
				Year 5 Total:	2,247.77	

Price of Services per Unit: USD 11,796.29
Total Price of Services: USD 11,796.29

Year 1 Total:	USD 8,060.58
Year 2 Total:	USD 6,605.67
Year 3 Total:	USD 8,463.25
Year 4 Total:	USD 6,605.67
Year 5 Total:	USD 6,605.67
Total Agreement - PreTax:	USD 36,340.84

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.



2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Craig Kramer
Senior PEM Sales Executive - PG
St.louis,Sikeston,Normal
craig.kramer@cummins.com
www.cummins.com

Please return signed agreement to: craig.kramer@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-228186)

Approval Cummins Sales & Service - Fenton MO

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



Date February 16, 2024

Generator Maintenance Program Proposal

8124 Bunkum Rd A-2, Caseyville, IL 62232
Tel: 618-722-2572 Fax: 618-722-2573

Customer

Valley Park Fire Dept
41 Crescent Ave
Valley Park, MO 63088
3 Generators

Generator Manufacture	AKSA/Generac/Baldor
Generator Model	
Generator Serial #	
Customer Unit ID	
kW Rating	
Voltage	
Services to be Performed	Annual Service and 2-hr Load Banks
Work to be performed during	Normal Hours
Agreement Start Date	

Account Number	
Customer Contact	Curtis VanGaasbeek
Customer Phone	636-225-4288
Customer Fax	

Engine Manufacture	John Deere/PSI/Generac
Engine Model	
Engine Serial #	
Engine Oil Capacity	
Unit Location	same
Site Contact	same
Telephone Number	same
Email	cvan@vpfire.org
Renewal Date	

Services

	Type of Service	Labor & Materials	Additional Service	Additional Cost	Service Total
AKSA	Annual Service	\$1,204.47	2-hr Load Bank		\$1,204.47
					\$0.00
Generac	Annual Service	\$1,490.26	2-hr Load Bank		\$1,490.26
					\$0.00
					\$0.00
					\$0.00
Baldor	Annual Service	\$1,180.42	2-hr Load Bank		\$1,180.42
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Contract Total per Year					\$3,875.15

Special Instructions

This is a 2 year proposal. Price includes annual services with a 2-hr load bank. Work will be completed during regular hours

Proposed prices do not include any applicable taxes. Proposal is valid for 30 days. Acceptance of proposal guarantees prices through the duration of the agreement. Prices include a Supply/Environmental fee. Unless otherwise indicated quotation is based on services being performed during normal business hours. Either party may terminate this agreement upon 30 days notice. This agreement covers normal maintenance during normal working hours. Service after normal hours, Saturdays, Sundays or on holidays will be charged at an additional rate. The machine must be made available for the technician. If the technician's access to the equipment is delayed an additional charge may be applicable at the current labor rate. Should the equipment not be released for service, the customer will be charged current travel time and mileage. This agreement provides for the service herein specified and does not include any additional service or repairs that may be required due to any cause. Akssa Power Generation USA (AKSA) shall make no representation and Customer releases AKSA from responsibility for, and liability for any future failures or failure due to defects in the equipment. AKSA shall not be responsible for delays or failures in performance resulting from any act beyond its reasonable control, but not limited to strikes or labor disputes, and acts of God. In the event customer fails to pay for the services provided, a late fee of 1 1/2% per month shall be assessed on all delinquent accounts. Should this agreement be turned over to an attorney or agent of AKSA for collection, AKSA shall be entitled to its cost of collection, including but not limited to court costs and reasonable attorney fees. No employee or agent of AKSA is authorized to alter the terms of this agreement, whether orally or in writing. Customer waives any and all claims whatsoever against AKSA for consequential and incidental damages and loss of anticipatory profits. Customer's recourse against AKSA is limited to recoupment of periodic maintenance payments paid to AKSA. This agreement is entered into in St Clair County, Illinois. Customer consents to venue in St Clair County and waives right to jury trial

Date

Purchase Order Number

Douglas Werner

2/16/2024

AKSA Representative

Date

Emergency Number: 618-363-3146



January 17, 2024

VALLEY PARK FIRE PROTECTION DISTRICT.
ATTN: Curtis Van Gaasbeek
55 Crescent Ave
Valley Park, MO 63088

Mr. Van Gaasbeek,

Thank you for the opportunity to provide renewal pricing for the preventative maintenance of the generator at your facility.

Enclosed you will find our proposal. If you approve of the proposal, please sign and return a copy of the agreement to my attention.

Again, thank you for the opportunity to continue our business relationship into the future. If you have any questions, please feel free to contact me.

Sincerely,

Katie Strickland

SERVICE COORDINATOR – ST. LOUIS
EVAPAR
STL Office: 314-739-8700

PREVENTATIVE MAINTENANCE

SCOPE OF WORK

This Preventative Maintenance Agreement is entered into by EVAPAR and the owner to perform preventative maintenance services on the equipment listed on this agreement. Work is to be scheduled and performed during regular business hours.

This scope of work to be performed includes labor, parts, travel time, and mileage for the equipment listed on this agreement. Any additional work, recommended or required, will be brought to the owner's attention. Upon approval, additional work will be performed for an agreed-upon charge.

Engine

- Inspect air filter, clean/replace as needed
- Adjust, clean, and/or replace all spark plugs
- Check condition/tension of belts (adjust as needed)
- Check/clean ignition system, distributor, coils, and wires (if applicable)
- Check fuel lines for leaks/damage
- Check flexible fuel line connections
- Lubricate governor and linkage
- Inspect hoses, and clamps for any air intake restrictions

Oil System

- Change oil (annually)
- Change oil filters (annually)
- Oil Sample (optional)
- Inspect for leaks

Cooling System

- Check radiator coolant level
- Test/record anti-freeze temperature
- Test/record anti-freeze nitrites
- Check for leaks
- Check all hoses
- Check operation of engine block heater

Battery

- Inspect/clean terminal on cables
- Clean and grease battery post/cable
- Check battery fluid level
- Check/record battery volts/amps
- Check/record charger volts/amps
- Check/record alternator volts/amps
- Load test or perform specific gravity test

Starting System

- Check start solenoid terminals
- Check starter connections

Electrical

- Inspect control panel: check gauges, meters, and indicator lights
- Visually inspect electrical connections
- Inspect main line circuit breaker
- Check the generator output voltage
- Visually inspect generator and exciter windings

Fuel System

- Change fuel filter(s) annually
- Check for fuel leaks
- Clean/inspect fuel bowl or water separator (if applicable)
- Check injection pump lines
- Check nozzle supply, return lines, and fittings
- Check day tank operation and record level
- Check fuel transfer pump
- Check fuel solenoid
- Check fuel pressure regulator
- Inspect fuel tank and rupture basin for leaks

Exhaust System

- Visually inspect for leaks/damage
- Visually inspect flexible exhaust
- Drain condensation trap

Operating Check

- Run and inspect for proper oil pressure, coolant/oil temperature, alternator charger rate, generator voltage, and frequency
- Record all gauge and meter readings
- Check for leaks and excessive vibration
- Test all safety shutdown devices
- Check operation of louvers (if applicable)

Automatic Transfer Switch

- Inspect ATS & enclosure for corrosion, moisture
- Inspect controls and calibrate as needed
- Check and verify operation of exercise clock
- Record normal and emergency frequency and voltage at ATS connection
- Perform power failure or building load test (with approval); check/record amperage and voltage on each leg
- Check transfer switch contacts for voltage drop (normal and emergency)
- Return all switches into proper operating mode

Reports and Instruction

- Submit inspection/test report to the owner with any recommendations of future work/parts required
- Instruct owner personnel in operating or upkeep procedure



PREVENTATIVE MAINTENANCE AGREEMENT

This quote includes (1) Major PM service and (1) Minor PM service (2 visits per year). Any change in service request would require a new quote. The charge for this maintenance will be as listed below. The service agreement will be in effect from 2/1/2024 to 1/31/2025.

Make	Model No.	Serial No.	Location	Rate
GENERAC 200KW	SG200	3005163313	840 St Louis Ave	\$1,500.00
BALDOR 45KW	SD45	P0708060009	840 St Louis Ave	\$990.00
AKSA 125KW	APD-NG125	8.8L0017365	47 Crescent Ave	\$1,200.00
			TOTAL	\$3,690.00

This agreement does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. EVAPAR shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the consent of EVAPAR and will remain in force until canceled by either party through written notice to the other.

CUSTOMER

Owner VALLEY PARK FIRE PROT DIST
Contact Chief Curtis Van Gaasbeek
Person 55 Crescent Ave
Address Valley Park, MO 63088
Signature _____
Email cvan@vpfire.org
Phone 636-225-4288 EXT. 213
Date _____

EVAPAR

Signature *Katie Strickland*
Date 1/17/2024
Quote Expires (30) Days from this date
Account 421831

**Initialing below will signify this contract is a Pre-Paid agreement. The Entire amount of this contract is to be paid in full prior to any services being rendered. Issued Purchase Orders do not constitute Payment. Upon receipt of payment, services in this agreement will be scheduled and completed. _____ (Initial) Otherwise, the agreement will be considered a Net30 account with invoices sent after each service visit. Past-due accounts will not receive additional visits under this agreement until payment is made.*

800-867-9900 WWW.EVAPAR.COM

EVANSVILLE, IN 812-867-9900 LOUISVILLE, KY 502-267-6315 INDIANAPOLIS, IN 317-783-5434 FT. WAYNE 260-497-7406 MEMPHIS, TN 662-420-7096 ST. LOUIS, MO 314-739-8700