

**MINUTES OF THE OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
MARCH TWENTY-FIFTH, TWO THOUSAND TWENTY-FOUR**

The Board of Directors for the Robertson Fire Protection District met in a regular open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:01pm on March 25, 2024. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Maggie Sieve, Secretary/Director
Steve Field, Treasurer
Dave Herman, Fire Chief
Adam Long, Assistant Fire Chief
Kenny Hughes, Fire Marshal
Bob Sievers, Medical Officer
Suzette Stoyanov, Administrator

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the amended agenda as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MINUTES

Director Sieve made a motion to accept the open and closed minutes of March 11, 2024, and March 18, 2024, March 21, 2024, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Field made a motion to accept the open and closed minutes of October 2, 2023, November 20, 2023, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Field made a motion to pay bills and invoices, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

NEW BUSINESS

Matt Ott explained his move from Elk Advisory to Krilogy Financial/(K)Plans for retirement services. No changes to retirement plans or execution are expected.

Director Sieve made a motion to approve the engagement letter from Krilogy Financial and (K)Plans for a retirement services agreement, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

CHIEF'S REPORT

Chief Herman discussed LiveDash by FeatherShark. The funds would come out of the Communications Budget.

Director Field made a motion to approve the bid for LiveDash from FeatherShark for the initial cost not to exceed \$5100.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Chief Herman discussed moving forward with the Training Tower Repair.

Director Field made a motion to approve the repairs to the Training Tower bid from Fire Training Structures, LLC for \$41,275.00, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Sieve made a motion to authorize Chief Herman to sign for the repairs from Fire Training Structures, LLC, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MEDICAL OFFICER'S REPORT

Medical Officer Sievers requested approval for the repairs to the Ford Ambulance 5097. The batteries and transmission need to be replaced.

Director Sieve made a motion to approve the bid from Weber Ford to repair the Ford Ambulance 5097, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ATTORNEY'S REPORT

Director Guyton discussed setting a date for the trial with Hazelwood.

PUBLIC

No public comments.

Director Field made a motion to hold a regular closed meeting April 4, 2024, at 5pm, location to be determined, a regular open meeting on April 8, 2024, at 6pm, at 12641 Missouri Bottom Road, Hazelwood, Missouri, seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

CLOSED SESSION

Director Field made a motion to enter into closed session at 6:39pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).
2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(3)).
3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).

Seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 7:07pm, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.


Director Guyton discussed the changes in the meeting minutes.

Director Field made a motion to accept the corrections made to the minutes of October 30, 2023, and November 13, 2023, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ADJOURNMENT

Director Sieve made a motion to adjourn the meeting, seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 7:13pm


Secretary, Board of Directors


President, Board of Directors

25th -

ROBERTSON FIRE PROTECTION DISTRICT
AGENDA – OPEN BOARD MEETING MARCH 11th, 2024–6:00 P.M.
ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD
Zoom Link: <https://zoom.us/j/96468983734?pwd=TUVOYmpXeVJ3ZFViOTVIUWJpN2Fidz09>

This meeting is being held in person and on Zoom.

1. CALL TO ORDER:
 - a. Pledge of Allegiance
 - b. Roll Call
2. AMENDMENT AND/OR ADOPTION OF AGENDA
3. APPROVAL OF MEETING MINUTES
 - New Minutes March 11th, March 18th, and March 21st, 2024, Meeting Minutes
 - Missed Approval Minutes: October 2, 2023 and November 20, 2024
 - Minute Corrections: October 30, 2023 and November 13, 2023
4. ACCOUNTS PAYABLE
5. NEW BUSINESS
 - a. Krilogy Financial and (K)Plans—Retirement Services Agreement
6. CHIEF'S REPORT
 - a. LivDash by Feathershark
 - b. Training Tower Repair
7. MEDICAL OFFICER'S REPORT
 - a. Approval of Ambulance Repair
8. ATTORNEY'S REPORT
 - a. Update on Hazelwood Litigation
9. PUBLIC—Individuals planning on speaking must sign in for public record purposes
10. Upcoming Meetings:
 - Executive Closed Board Meeting—April 4th, 2024, at 5pm
 - Regular Board Meeting—April 8th, 2024, at 6pm
11. THE ROBERTSON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS WILL HOLD A CLOSED SESSION. THE CLOSED SESSION WILL BE HELD IN ACCORDANCE WITH RSMO 610.021:
 1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION (610.021 (1)).
 2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3)).
 3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).
12. REOPEN FORM CLOSED
13. ADJOURNMENT

**MINUTES OF THE OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
MARCH ELEVENTH, TWO THOUSAND TWENTY-FOUR**

The Board of Directors for the Robertson Fire Protection District met in a regular open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:07pm on March 11, 2024. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Maggie Sieve, Secretary/Director
Steve Field, Treasurer
Adam Long, Assistant Fire Chief
Kenny Hughes, Fire Marshal
Bob Sievers, Medical Officer

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the amended agenda as presented, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MINUTES

Director Sieve made a motion to accept the open and closed minutes of February 26, 2024, and February 29, 2024, March 7, 2024, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Field made a motion to pay all bills and invoices, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

PUBLIC

No public comments.

ACCOUNTANT'S REPORT

Anna Cadmus with Sikich LLP gave the financial report for FY2023.

BOARD MEMBER'S REPORT

Director Guyton responded to questions posed by a citizen through a Sunshine Request. Director Guyton gave a report on the District's legal fees for 2023.

NEW BUSINESS

Captain Cantrell discussed the purchase of a new flag for the Fire Truck 5025.

Director Sieve made a motion to approve the bid from Flag Center for a new flag for 5025 not to exceed \$1185.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Captain Cantrell requested the purchase of 2 new spools of webbing at \$110 per roll.

Captain Cantrell requested the purchase of 12 new zero visibility training shields for \$55 a piece.

Director Field made a motion to approve the purchase of 2 rolls of tubular webbing at \$110.60 a piece, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Sieve made a motion to approve the purchase of 12 smoke out face shields not to exceed \$660.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Medical Officer Sievers discussed the budget and needed purchases for the Easter Egg Hunt event.

Director Field made a motion to approve the purchase of the Easter Egg Hunt supplies not to exceed \$2280.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Guyton discussed the adjusted invoice from JHerin Photography.

Director Sieve made a motion to approve a adjusted invoice from JHerin Photography for \$5625.00, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Medical Officer Sievers discussed purchasing Robertson logo blankets for employee appreciation gifts during EMS week.

Director Field made a motion to approve the purchase of 50 blankets not to exceed \$2800.00, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Guyton discussed the District's WIX membership. Director Guyton suggested we increase the membership from \$17 to \$29 per month. Paying 3 years in advance drops the price per month to \$21.

Director Field made a motion to approve the upgrade of the District's WIX for the website for 3 years to total \$569.89, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ASSISTANT CHIEF'S REPORT

Asst. Chief Long discussed the proposal for an easement to be given to Ameren. He requested Ameren give the total size of the plot requested. Ameren has not answered yet.

FIRE MARSHALL'S REPORT

Fire Marshall Hughes presented a quote for new badges for the recent promotions and new hires.

Director Sieve made a motion to approve the purchase of new badges for promotions and new hires for \$2219.00, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Fire Marshall Hughes discussed the upgrade and implementation of the Fire Code from 2015 to 2021 with Resolution 2024-01 and Resolution 2024-02.

Director Sieve made a motion to table the approval of Resolution 2024-01 and 2024-02, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

MEDICAL OFFICER'S REPORT

Medical Officer Sievers requested 2 new printers for the Chief and the Medical Officer's offices.

Director Field made a motion to approve the purchase of 2 HP LaserJet Pro printers for \$654.00 each from FeatherShark, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Medical Officer Sievers discussed the 2021 GEMT payment of \$15,775.37.

Director Sieve made a motion to approve the wire transfer of the GEMT payment for \$15,775.37, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Medical Officer Sievers discussed the options for covering the cost of the CPR classes. Director Guyton requested the Medical Officer right up policies to address CPR classes.

Director Field made a motion to table CPR class proposals, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Sieve made a motion to hold a regular closed meeting March 18, 2024, at 6pm, a regular open meeting on March 25, 2024, an open Labor Contract Negotiation on March 21, 2024, at

6pm, at 12641 Missouri Bottom Road, Hazelwood, Missouri, seconded by Director Field. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

CLOSED SESSION

Director Field made a motion to enter into closed session at 7:09pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).
2. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(3)).

Seconded by Director Field. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 7:58pm, seconded by Director Sieve. A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

There was nothing to report from the closed session.

Director Sieve made a motion to cover CPR classes for Sanctuary and Hazelwood Baptist Churches not to exceed \$700.00, seconded by Director Guyton. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

ADJOURNMENT

Director Sieve made a motion to adjourn the meeting, seconded by Director Guyton. A roll call vote was taken. Director Sieve-aye, Director Guyton-aye.

Meeting adjourned at 8:02pm

President, Board of Directors

Secretary, Board of Directors

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
MARCH TWENTY-FIRST, TWO THOUSAND TWENTY-FOUR**

The Board of Directors for the Robertson Fire Protection District met in a special session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 6:03pm on March 21, 2024. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Steve Field, Treasurer/Director
Maggie Sieve, Secretary/Director
Adam Long, Assistant Fire Chief
Ivan Schraeder, District Attorney

Representing the workers:
John Duffy, IAFF 2665 representative
Chris Mantia, IAFF 2665 representative
Steve Fisher, Shop Steward
Aaron Brandon, Shift Representative

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

NEW BUSINESS

Director Sieve began by reading the Union's DOA counter proposal.

Attorney Ivan Schraeder explained that any proposal outlining arbitration will be rejected. The Board would agree to utilizing the Federal Mediation and Conciliation Service.

Director Sieve read the District's response to the Union's counter proposal. The Shop agreed to review the counter proposal.

Attorney Ivan Schraeder requested additional information regarding the numbers submitted to reflect the financial effects of a 5% or a 7% raise.

Attorney Ivan Schraeder requested the Union figure the numbers for the additional escalators.

Attorney Ivan Schroeder suggested the District and the Union submit articles from the CBA that each party feel are still open for negotiation.

The Union requested numbers from Suzette.

The next negotiation meeting will be on April 26, 2024 at 6pm, with the backup meeting being on April 30, 2024.

ADJOURNMENT

Director Field made a motion to adjourn this special open meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Meeting adjourned at 6:54pm.

President, Board of Directors

Secretary, Board of Directors



275 North Lindbergh Blvd, Suite 20, St. Louis, MO 63141
p 314.480.3861 f 314.884.2819 kplansonline.com

Matthew Ott, AIF®
President
MOtt@kplansonline.com

Dear Valued Client,

As you know, in October 2021 after working and knowing Dave and his staff for years I made the decision to acquire his practice and continue the great work that they were doing with you and your respective companies. Since that time, I have gotten to know you and your employees and have truly enjoyed that process. As my business is focused on being the best retirement plan consultant in St. Louis and throughout the Midwest, I obviously cannot do that without my awesome staff. And they are awesome.

As we continue to grow and adapt to this ever-changing environment, I have evaluated the current relationships and partners that we use to help us run our business. In doing so, I have made the decision to part ways with Huntleigh as my back office, compliance and broker dealer and partner with a well-known established firm here locally named Krilogy Financial.

Krilogy Financial and (K)Plans is a locally owned independent Registered Investment Advisory Firm. I have known the owner Kent Skornia for years and respect the firm that he has grown since 2009. For my firm, and you as a client, I feel partnering with Krilogy moving forward will bring a better experience to you and your employees. They have a tremendous number of additional resources, including multiple CFP's on my new staff to help educate and guide your participants to a better retirement outcome. Their website is www.krilogy.com if you would like to browse the history of the company, their various divisions or any of the other associates that work there.

So, what is changing for your company? The short answer is not much. Here are a few things to know:

- Our physical office and staff are not changing. I will pick up an additional office at 275 N Lindbergh Suite 20 St Louis MO 63141. You can stop by or send mail to either location.
- Our phone number is not changing. You can still reach us at (314) 966-0406 and my cell phone at (636) 474-9680.
- Karin, Cheryl and Megan's emails are not changing. They will still be @pars401k.com.
- I will be the President of (K)Plans moving forward, and still own 100% of Pension and Retirement Services, LLC.
- Your record keeper, investments, fees, support team, annual fiduciary process, service model and education meetings will not change.
- Your employees will not even notice the change, except I will have a new email address. That email will be mott@kplansonline.com.
- You can also still reach me at mott@pars401k.com. Either email is fine.
- You will see us use both the (k)Plans name and the Krilogy Financial name.



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Matthew Ott, AIF®
President
MOtt@kplansonline.com

Overall, this is a good change for everyone involved. Most importantly, your employees are the reason why you have a retirement plan, and they are gaining more planning resources than we had before. Over the next week or so I will be sending over the new advisory agreement that falls under (K)Plans. We will also need to notify your record keeper of the change and that is just a simple form as well. Other than that, there is nothing else you need to do.

Again, we appreciate the partnership and look forward to continuing our relationship.

Sincerely,

Matt Ott
President
(K)Plans / Pension and Retirement Services, LLC

Payment Request Form

Plan Information

Plan Name Robertson Fire Protection District Section 457 DC Plan Plan Number 781781-02

Payee Information

EIN/Taxpayer ID 263835498 New Partner/Payee Existing Partner/Payee
EIN/Taxpayer field must be completed for every request. IRS Form W-9 must accompany this request. EIN and Payee fields are required.

Payee (Must match name on W-9) Krilogy Financial LLC

You must complete the rest of this section if you are a new partner/payee or if existing partners/payees need to make updates to the information already on file.

Address 275 N Lindbergh Blvd Suite 20 City St Louis State MO Zip 63141

Phone # 314 884-2800 Email Address: jknaeble@krilogy.com / smoran@krilogy.com
(For reporting purposes, a back office email address is recommended)

Investment Advisory Services Firm - Advisor(s) Name Printed: Matthew Ott

Third Party Administrator ("TPA") Trustee Auditor Legal Counsel Other _____

Form of Payment

ACH Bank Name _____

Account Number _____ ABA or Routing Number _____

NSCC/DTCC Clearing # _____ Associated Clearing # (if applicable): _____

CHECK (Payment will be mailed to above Payee address.)

Source, Amount and Frequency of Payment

Debit Plan Expense Account (PEA) *If the balance in the PEA is insufficient, payment will generate for balance available.*

If applicable, recurring payment calculation to start as of first day of (month/quarter) _____ (year) _____.
If left blank, payment calculation begins as of the first of the month in which the form was received.

One Time Flat Dollar Amount \$ _____

Recurring Annual Flat Dollar Amount \$ _____ prorated and paid Monthly Quarterly

One Time Basis Points Payment _____

Recurring Annual Basis Points .20% prorated and paid Monthly Quarterly

Recurring Annual per Participant Charge \$ _____ prorated and paid Monthly Quarterly

Debit Forfeiture Account

One Time payment of \$ _____ prorated across all available money types (including PEA) unless specified below.

Only debit the following specific money type(s) _____

Debit Participant Accounts

If applicable, recurring payment calculation to start as of the first day of (month/quarter) _____ (year) _____.
If left blank, payment calculation begins as of the first of the month in which the form was received.

Flat Dollar Amount \$ _____ One Time Payment to recur annually - prorated and paid Monthly Quarterly

Debit the dollar amount indicated pro-rata or if selected Per Capita – an identical amount across all accounts.

Basis Points _____ One Time Payment to recur annually - prorated and to be paid Monthly Quarterly

Per Participant Charge \$ _____ One Time Payment to recur annually - prorated and paid Monthly Quarterly

Individual Participant Only _____ Debit participants on attached spreadsheet
(Provide full name, social security # and amount) (Provide full names, social security #'s and amounts)

Pay Recurring Invoices

Pay this and all future invoices received from the payee listed above when accompanied by a copy of this signed Payment Request Form.
To discontinue the payment of invoices for this payee, written notification must be sent to Partner Services at the address listed on page two.

Select the source you would like to pay invoices from by indicating a "1". To offer flexibility, you can select multiple sources so as exhausted, the next source designated with a "2" will be used and then "3" if applicable. You do not have to select multiple sources.

Plan Expense Account _____ Participant Accounts _____ debited pro-rata or Per Capita (identical amounts)

Forfeiture Account _____ all money types or only debit the following specific money type(s) _____
The forfeiture account will be processed using all money types, including PEA, unless otherwise specified.

Payment Request Form



Reallocate PEA Balance

Reallocate the PEA based on participant balances as of (MM/DD/YYYY) _____

Reallocate \$ _____. If no amount provided, the PEA balance as of the date of receipt of this request will be used.

Allocations are processed pro-rata across all money types based on participant balances on the date listed above unless otherwise requested.

Credit participant accounts on a per-capita basis (identical amounts) across all money types as of the date listed.
If per capita is selected, please contact your account representative for additional information on the participant list that is required.

Plan Representative Authorization

By signing below, you (the "Authorized Plan Representative") on behalf of the Plan and Plan Sponsor acknowledge and agree that:

You are authorized to provide the payment instructions reflected on this form on behalf of the Plan and have determined that engaging the services of the Payee for a fee is permissible under applicable law, including U.S. Department of Labor and Internal Revenue Service guidance and the terms of the Plan.

You have determined that the payment from the Plan you have described via this form represents eligible Plan expenses that may be paid from Plan assets in the manner in which you have designated herein and that such expenses are necessary and reasonable costs associated with administration of the Plan. You acknowledge and agree that, to the extent applicable, the Plan fiduciaries have satisfied the disclosure requirements under ERISA §404(a)(5).

You have previously determined an appropriate investment option for the PEA assets, if applicable. If PEA assets are invested in a variable investment option, the amount of PEA assets available to pay plan expenses is limited to 95% of the PEA balance at the time the payment is processed to account for market fluctuation.

In the event that a requested payment from the Plan is to be made to an Investment Advisory Services Firm, you have determined that such direct payment is permissible under applicable law. In the event that a requested payment from the Plan is to be made to the Plan Sponsor, you have determined that the payment does not result in a non-exempt prohibited transaction or other violation of the Code, ERISA or any other applicable law and is otherwise permissible under the terms of the Plan.

The Plan acknowledges and agrees that Empower is not a Plan fiduciary and is acting solely at your direction as a remittance or paying agent, and has not performed any due diligence on any Payee, negotiated the terms of the Payee's compensation, determined the compensation paid by the Plan to the Payee is deemed to be reasonable under applicable law, or advised on the means or manner of remitting the Payee's compensation.

You instruct Empower to reclaim from the Payee any and all funds paid to the Payee over the amount the Payee is entitled to receive per the Plan Sponsor's payment instructions as reflected on this form. You agree that the payment processing services you have authorized via the instructions reflected on this form will be provided by Empower subject to the terms of the recordkeeping services agreement between the sponsoring Employer and Empower.

You may terminate this Authorization at any time by notifying Empower in writing prior to the time that a payment is processed. Any termination of this Payment Authorization will not be effective until written notification is received in good order at the contact information provided below. You acknowledge and agree that Empower is entitled to rely on this Authorization and is released from liability for any payments made pursuant to it.

Upon termination of the recordkeeping services agreement with Empower, recurring monthly payments will not be processed for the month of the scheduled liquidation date or any month thereafter. Quarterly payments will not be processed for the quarter of the scheduled liquidation date. Payments will not be processed from any remaining Plan assets subject to a put or any other applicable liquidation restriction following the Plan's de-conversion.

In the case of a plan termination, recurring flat dollar payments paid monthly will not be paid in the month the termination is effective or any month thereafter. Quarterly payments will not be processed for the quarter in which the termination is effective or any month thereafter. Recurring payments from basis points and per participant charges will continue for any full month or quarter until the plan assets are fully liquidated.

Authorized Plan Representative Signature

Date

Print Name

Empower Partner Services Contact Information:

E-mail: PartnerServices@empower.com

Fax: (303) 737-1499

Mail: Empower
ATTN: Partner Services
8515 East Orchard Road 9T3
Greenwood Village, CO 80111

Payment Request Form

Plan Information

Plan Name Robertson Fire Protection District DC Plan Plan Number 781781-01

Payee Information

EIN/Taxpayer ID 263835498 New Partner/Payee Existing Partner/Payee
EIN/Taxpayer field must be completed for every request. IRS Form W-9 must accompany this request. EIN and Payee fields are required.

Payee (Must match name on W-9) Krilogy Financial LLC

You must complete the rest of this section if you are a new partner/payee or if existing partners/payees need to make updates to the information already on file.

Address 275 N Lindbergh Blvd Suite 20 City St Louis State MO Zip 63141

Phone # 314 884-2800 Email Address: jknaeble@krilogy.com / smoran@krilogy.com
(For reporting purposes, a back office email address is recommended)

Investment Advisory Services Firm - Advisor(s) Name Printed: Matthew Ott

Third Party Administrator ("TPA") Trustee Auditor Legal Counsel Other _____

Form of Payment

ACH Bank Name _____

Account Number _____ ABA or Routing Number _____

NSCC/DTCC Clearing # _____ Associated Clearing # (if applicable): _____

CHECK (Payment will be mailed to above Payee address.)

Source, Amount and Frequency of Payment

Debit Plan Expense Account (PEA) *If the balance in the PEA is insufficient, payment will generate for balance available.*

If applicable, recurring payment calculation to start as of first day of (month/quarter) _____ (year) _____.
If left blank, payment calculation begins as of the first of the month in which the form was received.

One Time Flat Dollar Amount \$ _____

Recurring Annual Flat Dollar Amount \$ _____ prorated and paid Monthly Quarterly

One Time Basis Points Payment _____

Recurring Annual Basis Points .20% prorated and paid Monthly Quarterly

Recurring Annual per Participant Charge \$ _____ prorated and paid Monthly Quarterly

Debit Forfeiture Account

One Time payment of \$ _____ prorated across all available money types (including PEA) unless specified below.

Only debit the following specific money type(s) _____

Debit Participant Accounts

If applicable, recurring payment calculation to start as of the first day of (month/quarter) _____ (year) _____.
If left blank, payment calculation begins as of the first of the month in which the form was received.

Flat Dollar Amount \$ _____ One Time Payment to recur annually - prorated and paid Monthly Quarterly

Debit the dollar amount indicated pro-rata or if selected Per Capita – an identical amount across all accounts.

Basis Points _____ One Time Payment to recur annually - prorated and to be paid Monthly Quarterly

Per Participant Charge \$ _____ One Time Payment to recur annually - prorated and paid Monthly Quarterly

Individual Participant Only _____ Debit participants on attached spreadsheet
(Provide full name, social security # and amount) (Provide full names, social security #'s and amounts)

Pay Recurring Invoices

Pay this and all future invoices received from the payee listed above when accompanied by a copy of this signed Payment Request Form.
To discontinue the payment of invoices for this payee, written notification must be sent to Partner Services at the address listed on page two.

Select the source you would like to pay invoices from by indicating a "1". To offer flexibility, you can select multiple sources so as exhausted, the next source designated with a "2" will be used and then "3" if applicable. You do not have to select multiple sources.

Plan Expense Account _____ Participant Accounts _____ debited pro-rata or Per Capita (identical amounts)

Forfeiture Account _____ all money types or only debit the following specific money type(s) _____
The forfeiture account will be processed using all money types, including PEA, unless otherwise specified.

Payment Request Form



Reallocate PEA Balance

Reallocate the PEA based on participant balances as of (MM/DD/YYYY) _____

Reallocate \$ _____. If no amount provided, the PEA balance as of the date of receipt of this request will be used.

Allocations are processed pro-rata across all money types based on participant balances on the date listed above unless otherwise requested.

Credit participant accounts on a per-capita basis (identical amounts) across all money types as of the date listed.
If per capita is selected, please contact your account representative for additional information on the participant list that is required.

Plan Representative Authorization

By signing below, you (the "Authorized Plan Representative") on behalf of the Plan and Plan Sponsor acknowledge and agree that:

You are authorized to provide the payment instructions reflected on this form on behalf of the Plan and have determined that engaging the services of the Payee for a fee is permissible under applicable law, including U.S. Department of Labor and Internal Revenue Service guidance and the terms of the Plan.

You have determined that the payment from the Plan you have described via this form represents eligible Plan expenses that may be paid from Plan assets in the manner in which you have designated herein and that such expenses are necessary and reasonable costs associated with administration of the Plan. You acknowledge and agree that, to the extent applicable, the Plan fiduciaries have satisfied the disclosure requirements under ERISA §404(a)(5).

You have previously determined an appropriate investment option for the PEA assets, if applicable. If PEA assets are invested in a variable investment option, the amount of PEA assets available to pay plan expenses is limited to 95% of the PEA balance at the time the payment is processed to account for market fluctuation.

In the event that a requested payment from the Plan is to be made to an Investment Advisory Services Firm, you have determined that such direct payment is permissible under applicable law. In the event that a requested payment from the Plan is to be made to the Plan Sponsor, you have determined that the payment does not result in a non-exempt prohibited transaction or other violation of the Code, ERISA or any other applicable law and is otherwise permissible under the terms of the Plan.

The Plan acknowledges and agrees that Empower is not a Plan fiduciary and is acting solely at your direction as a remittance or paying agent, and has not performed any due diligence on any Payee, negotiated the terms of the Payee's compensation, determined the compensation paid by the Plan to the Payee is deemed to be reasonable under applicable law, or advised on the means or manner of remitting the Payee's compensation.

You instruct Empower to reclaim from the Payee any and all funds paid to the Payee over the amount the Payee is entitled to receive per the Plan Sponsor's payment instructions as reflected on this form. You agree that the payment processing services you have authorized via the instructions reflected on this form will be provided by Empower subject to the terms of the recordkeeping services agreement between the sponsoring Employer and Empower.

You may terminate this Authorization at any time by notifying Empower in writing prior to the time that a payment is processed. Any termination of this Payment Authorization will not be effective until written notification is received in good order at the contact information provided below. You acknowledge and agree that Empower is entitled to rely on this Authorization and is released from liability for any payments made pursuant to it.

Upon termination of the recordkeeping services agreement with Empower, recurring monthly payments will not be processed for the month of the scheduled liquidation date or any month thereafter. Quarterly payments will not be processed for the quarter of the scheduled liquidation date. Payments will not be processed from any remaining Plan assets subject to a put or any other applicable liquidation restriction following the Plan's de-conversion.

In the case of a plan termination, recurring flat dollar payments paid monthly will not be paid in the month the termination is effective or any month thereafter. Quarterly payments will not be processed for the quarter in which the termination is effective or any month thereafter. Recurring payments from basis points and per participant charges will continue for any full month or quarter until the plan assets are fully liquidated.

Authorized Plan Representative Signature

Date

Print Name

Empower Partner Services Contact Information:

E-mail: PartnerServices@empower.com

Fax: (303) 737-1499

Mail: Empower
ATTN: Partner Services
8515 East Orchard Road 9T3
Greenwood Village, CO 80111



Retirement Plan Advisory and Consulting Agreement

This Retirement Plan Advisory and Consulting Agreement ("Agreement") is effective as of the ____ day of _____, 20__ (the "Effective Date"), by and between Krilogy Financial, LLC ("Advisor"), a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and Robertson Fire Protection District _____ ("Client"), an employer sponsoring a retirement plan ("Plan") which is qualified under section 401(a), 403(b), or 457(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and is subject to the Employee Retirement Income Security Act of 1974 ("ERISA").

Client's investment committee (or other authorized representative(s)) of the Plan named below in its capacity as a Responsible Plan Fiduciary for the Plan (the "Plan Fiduciary") has requested that Advisor provide certain services relating to the Plan in accordance with ERISA and the related regulatory guidance from the U.S. Department of Labor ("DOL"). This Agreement sets forth the responsibilities of the Plan Fiduciary and Advisor with respect to such services.

1. Client and Plan Information

Name of Plan Sponsor Robertson Fire Protection District		Name of Advisor Representative Matthew Ott		Rep No(s).
Business Street Address (no PO boxes) 12641 Missouri Bottom Rd #1517		City Hazelwood	State MO	Zip Code 63042
Mailing Address (if different from above; PO boxes may be used)		City	State	Zip Code
Type of Business Entity (Plan Sponsor) <input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify) _____			Tax ID No. 43-0782104	
Phone No. 314 291-6671	Fax No.	Other No.		Website

Plan Name (as it appears on the plan document) Robertson FPD 401(a) and 457(b)		Plan Trust's Tax ID Number (if different from Plan Sponsor)		
Type of Plan <input type="checkbox"/> Profit Sharing <input type="checkbox"/> 401(k) <input type="checkbox"/> Defined Benefit <input checked="" type="checkbox"/> Other (specify) <u>401(a)</u> <input checked="" type="checkbox"/> 457(b) <input type="checkbox"/> 403(b) <input type="checkbox"/> Money Purchase				
Total Plan Assets \$9.3m and \$2m		Total Number of Participants 33		
Name of Plan's Individual Trustee(s), if any Signatory 1 Jennifer Guyton	Title <i>Type text here</i>	Social Security No.	Address Same	
		Telephone No. Same		
Name of Plan's Individual Trustee(s), if any Signatory 2	Title	Social Security No.	Address	
		Telephone No.		
Name of Plan's Corporate Trustee or Custodian	Contact at Trust Company	Tax ID Number	Address	
		Telephone No.		
Members of Benefits or Investment Committee, if any				

2. Advisory and Consulting Services

From and after the Effective Date and until this Agreement is terminated, Advisor shall provide the services selected by Plan Fiduciary set forth in Schedule A (Description of Services), attached hereto and incorporated by reference herein (the "Services").

- a. **Preparation of IPS.** If the Plan Fiduciary selects "Preparation of Investment Policy Statement" as one of its Services in Schedule A, Advisor acknowledges and agrees that such services involving Advisor's assistance in the preparation of an investment policy statement ("IPS") on behalf of the Plan are fiduciary in nature.
- b. **Discretionary Investment Advice; Model Portfolios.** If the Plan Fiduciary selects "Discretionary Investment Advice for Plan Menu" and/or "Custom Target Maturity or Risk Based Models" as one of its Services in Schedule A, the Plan Fiduciary hereby appoints Advisor to serve as an "investment manager" for the Plan within the meaning of ERISA § 3(38) and as a "fiduciary" of the Plan within the meaning of ERISA § 3(21)(A), which appointment Advisor hereby accepts. The Plan Fiduciary acknowledges and agrees that the fiduciary investment responsibilities of Advisor shall be limited to those of an investment manager and shall not include any other "trustee responsibility" as that term is defined under ERISA § 405(c)(3).
- c. **Non-Discretionary Investment Advice.** If the Plan Fiduciary selects "Non-Discretionary Investment Advice for Plan Menu" as one of its Services in Schedule A, the Plan Fiduciary hereby appoints Advisor, and Advisor hereby accepts such appointment, as the investment advisor and fiduciary to the Plan within the meaning of ERISA § 3(21) (the "3(21) Fiduciary") with respect to the specific investments recommended by Advisor to the Plan Fiduciary in connection with the Services on behalf of the Plan, and only to the extent that Advisor's investment recommendations are actually implemented by the Plan Fiduciary for the Plan. The Plan Fiduciary acknowledges that it is not required to implement any of the recommendations or otherwise conduct business through Advisor and that Advisor has no responsibility for decisions made by the Plan Fiduciary that are inconsistent with Advisor's advice. Further, if the Plan Fiduciary selects "Non-Discretionary Investment Advice for Participants," the Plan Fiduciary hereby appoints Advisor, and Advisor hereby accepts such appointment, as the investment advisor and fiduciary to those Plan Participants who agree to receive advice from Advisor within the meaning of ERISA § 3(21) with respect to the specific investments recommended by Advisor to the Plan Participants and only to the extent that Advisor's investment recommendations are actually implemented by the Plan Participants.
- d. **Co-Fiduciary Responsibility.** As a co-fiduciary with the Plan Fiduciary, Advisor shall not be responsible for preventing the Plan Fiduciary or other fiduciaries of the Plan from breaching their fiduciary duties. Rather, Advisor shall be responsible for another person's breach of its fiduciary duties only if Advisor acts imprudently with respect to its specific fiduciary obligations under this Agreement and only if such imprudence enables the other person to breach its fiduciary duties.

3. Duration of Agreement

The duration of the Agreement shall be ongoing until one of the parties terminates the Agreement pursuant to Section 4.

4. Termination

This Agreement may be terminated upon receipt of thirty (30) days advanced written notice ("notice period"), by either Client or Advisor, provided that such termination does not cause Client to forfeit any prepaid fees or such otherwise forfeitable fees are reimbursed to Client. Client will be entitled to a prorated refund of any prepaid advisory fee for the quarterly period, or other applicable installment period, based upon the number of days remaining after the notice period expires. If the termination date extends beyond the last day of the installment period in which the notice is given and into a new installment period for which Advisor has not been previously paid, Client shall pay to Advisor a pro rata portion of its advisory fee for such additional installment period. Any such additional fee and any other unpaid fee (whether such fee is to cover unpaid portions of the notice period, to cover Services paid for in arrears, or otherwise) shall be paid concurrently with the notice of termination if given by Client and within 5 business days following the notice of termination by Advisor.

Client acknowledges and agrees that Advisor shall cease to provide any Services following a termination of this Agreement, and that Advisor will cease to have timely access to information concerning the Plan. As a result, Client acknowledges and agrees that, regardless of the reason for the termination, Advisor shall have no responsibility with respect to the ongoing investment of any assets of the Plan following a termination, even if the Plan continues to be invested in accordance with Services provided by Advisor prior to the termination.

5. Compensation

Advisor shall receive a fee for its Services at an annual rate that is calculated as a fixed dollar amount, an asset-based fee based on a percentage of the Plan's assets, or a combination of these pricing methods, as provided in Schedule B. Advisor's fee shall be payable in installments on a periodic basis as specified in Schedule B. If this Agreement becomes effective on a day other than the first day of a full installment period or ceases to be effective on a day other than the last day of a full installment period, Advisor's fee for that period shall be prorated based on the length of time the Agreement is in effect during that period. If any state or federal government taxes advisory fees applicable to this Agreement, Advisor shall also collect such tax for its Services and remit it to the applicable authorities. If Advisor's fee is not paid on a timely basis, the unpaid amount shall be subject to a late charge of 1% per month until paid, and Advisor may suspend the performance of Services until it has been paid in full, including such late charge.

Client agrees to pay, or cause to be paid from the Plan's assets, the fee payable to Advisor in accordance with this Agreement. By signing this Agreement and checking the "Fees will be paid from Plan assets" box in Schedule B, Client authorizes the custodian holding the Plan's assets to pay Advisor's fee directly to Advisor.

6. Plan Documents and Information

- a. **Timely, Accurate, and Complete.** Client shall provide or make available to Advisor on a timely basis any information as may be reasonably requested by Advisor to perform Services on behalf of the Plan, and Client shall be responsible for ensuring that such information is accurate and complete, including without limitation any requested copies of plan documents, trust agreements, service agreements, governmental filings, plan census information, and financial statements relating to the Plan trust or participant accounts. Client acknowledges and agrees that delivery of any "Performance Reports" described in Schedule A is subject to the timely delivery of necessary information to Advisor, and Advisor is not responsible for verifying the accuracy of the statements provided by or on behalf of the Plan Fiduciary. Client acknowledges and agrees to promptly notify Advisor of any material changes to the Plan. The Client further agrees to notify Advisor of any proposed changes to the investment policy, investment objectives, or investment options in the Plan.
- b. **Client Instructions.** Advisor shall be entitled to assume that any instructions or directions to Advisor from Client, including but not limited to the Plan Fiduciary, are properly authorized and consistent with the provisions of the Plan, and Advisor shall have no duty to investigate the propriety of any such instructions or directions.
- c. **Forms of Communication.** Client hereby acknowledges and agrees that Advisor may deliver communications and documents by electronic means, including email or a website, rather than orally or by traditional mailing of paper copies. Client and Advisor mutually acknowledge that forms of electronic communication, including electronic and facsimile transmittals, involve certain inherent risks, including risk of misdelivery and errors in transcription. To the extent permitted by law, neither Client nor Advisor shall have liability for any errors in any such form of communication, unless caused by its gross negligence or willful misconduct.
- d. **Third Party Information.** Client authorizes Advisor to communicate with and obtain information from investment providers, financial professionals, recordkeepers, or other third parties providing services for the Plan.
- e. **Third Party Resources.** Client authorizes Advisor to use outside vendors or professional resources ("resources") in order for Advisor to provide services under this Agreement. Client further authorizes Advisor to release Plan and Client information to such resources in order for Advisor to fulfill the terms of this Agreement.
- f. **Valuations.** The value of any security or other investment in the Plan's account is determined by the custodian. Advisor may rely, without independent verification, upon valuation of assets as provided by the custodian. In all events, Client acknowledges that any such valuation shall be no guarantee of any type with respect to the market value of the assets, or any portion thereof, in the Plan.

7. Representations, Warranties and Disclosures of Plan Fiduciary

Client makes the following representations and warranties:

- a. Client has the power and authority to enter into and perform this Agreement, the terms of the Agreement are not in conflict with the Plan document or any other governing agreement relating to the Plan or its related trust, and

there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents that must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.

- b. Client represents that Client has made an independent decision that retaining Advisor to provide the services contemplated in this Agreement is prudent and in the best interests of the Plan and Plan Participants and beneficiaries.
- c. This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Client, enforceable in accordance with its terms.
- d. All information provided or to be provided to Advisor hereunder to enable Advisor to perform the Services selected in Schedule A, including but not limited to the Client and Plan information included in Section 1, is and shall be true, correct and complete in all material respects. Client agrees to promptly notify Advisor in writing of any material change in such information provided to Advisor.
- e. The Plan's assets are in the custody of a "qualified custodian" as defined under Rule 206(4)-2 under the Advisers Act.
- f. Client acknowledges and agrees that, except as expressly provided in Schedule A, Advisor shall not exercise any discretionary authority or control over the management or disposition of Plan assets or have the power to manage, acquire, or dispose of any Plan assets.
- g. Client acknowledges and agrees that Advisor shall not assume the duties of a trustee of the Plan or as Plan Administrator (as such term is defined in ERISA) and shall have no discretion to interpret the Plan documents.
- h. Client acknowledges and agrees that Advisor shall not provide any individualized advice to the Plan Participants regarding the investments to be held in their individual accounts, unless otherwise selected as a service under Section A.
- i. Client acknowledges and agrees that Advisor does not warrant or guarantee any level of performance by any of the Plan investments. Client understands that the Plan and its participants assume the market risk involved with regard to the investment of Plan assets.
- j. An unsigned copy of this Agreement including the disclosures in Schedule B (which are intended to provide certain fee disclosures under Section 408(b)(2) of ERISA and the regulations thereunder) was provided reasonably in advance of the date of Client's entering into this Agreement.
- k. Client represents that the fees to be paid to Advisor for the services contemplated by this Agreement are reasonable.
- l. Client represents that nothing contained herein or the transactions contemplated by this Agreement constitute a prohibited transaction under the Code and/or ERISA for which no statutory or regulatory exemption is available.
- m. Client represents that Client is authorized to act on behalf of the Plan and that it is the responsible plan fiduciary as defined by 29 CFR 2550.408b-2.
- n. Client represents that the Plan is a tax-qualified retirement plan under Code Sections 401(a), 403(b), and/or 457(b) and that its related trust meets the requirements of Code Section 501(a).
- o. Client acknowledges and agrees that Client and/or the Plan Participants may incur certain charges imposed by third parties in addition to the compensation described in Section 5. Such charges may include but are not limited to: internal fees charged by mutual funds, index funds, variable annuities, and ETFs; mutual fund 12b-1 distribution fees; certain deferred sales charges on previously purchased mutual funds; qualified retirement plan fees, wire transfer fees, taxes, and the fees of the other services providers retained on behalf of the Plan. Client acknowledges that Advisor is not and will never be responsible for any of these third parties fees.

8. Representations, Warranties and Disclosures of Advisor

Advisor makes the following representations and warranties:

- a. Advisor has the power and authority to enter into and perform this Agreement, and there are no authorizations, permits, certifications, licenses, filings, registrations, approvals or consents which must be obtained by it from any third party, including any governmental authority, in connection with this Agreement.
- b. This Agreement has been duly authorized and executed and constitutes the legal, valid and binding Agreement of Advisor, enforceable in accordance with its terms.
- c. Advisor is a registered investment adviser under the Advisers Act and shall maintain such registration through the term of this Agreement. All personnel assigned by Advisor to render the Services hereunder, shall be appropriately licensed as required by law. Advisor shall not delegate any functions described in Schedule A that are covered by the Advisers Act, to non-licensed employees.
- d. The parties agree that this Agreement shall serve as Advisor's disclosure required under 29 CFR 2550.408b-2. Advisor agrees that it will disclose to Client any material change to the information regarding services, compensation and potential conflicts of interest within 30 days from the date on which Advisor acquires knowledge of the material change. Advisor will disclose all information related to this Agreement and any compensation or fees received under the Agreement that is requested by Client in order to enable Client to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.
- e. The Services provided under this Agreement will be provided by Advisor as an investment adviser registered under the Advisers Act and, to the extent described in Section 2.a hereof, as a fiduciary within the meaning of Section 3(21) under ERISA.
- f. Advisor will not receive any compensation, direct or indirect, for its services under this Agreement, except for the fees disclosed in Schedule B.

9. Limitation on Liability

- a. Client agrees that the only responsibilities of Advisor hereunder are to render the Services selected in Schedule A.
- b. Except to the extent of Advisor's fiduciary responsibility described in Section 2 above, Advisor shall not be subject to any claim arising under the Plan associated with any act, or failure to act, of the Plan Fiduciary or any other fiduciary of the Plan or any Plan participant, or any failure of Client to comply with any of its obligations relating to the Plan. In the absence of gross negligence or willful misconduct on its part, Advisor shall not be liable for any action taken, suffered or omitted by it or for any error in judgment made by it in the performance of its non-fiduciary duties hereunder.
- b. Client shall indemnify Advisor and each of its current or future subsidiaries or affiliates, and their shareholders, directors, officers, employees, agents or other representatives, and hold each of them harmless from and against any and all claims, losses, expenses, liabilities, demands, obligations, costs, attorneys' fees or damages of every kind and character without limitation arising out of or connected with (i) any breach of Client's representations, warranties or duties under this Agreement, and (ii) any action taken, or failed to be taken, by Client or the Plan Fiduciary in connection with the operation or administration of the Plan which is unrelated to the Services provided by Advisor hereunder or which, if so related, is contrary to recommendations made by Advisor, including without limitation, the selection or retention of investments not recommended by Advisor.
- c. In the event any principal, member, employee or other agent of Advisor agrees to a request to testify, or is required by law to render testimony or to provide documents or information in a legal matter, including litigation and/or audits and investigations by a government agency, in which Client is involved, Client will promptly pay all time, travel, and legal expenses associated with such testimony or with the provision of documents or information. Fees will be charged based on the current hourly rates charged by Advisor for its travel and other services, and actual legal fees and expenses incurred by Advisor, regardless of statutory witness fees. Client releases Advisor, its principals, members, employees and other agents from any liability arising from giving such testimony and from disclosing such documents and information.

10. Non-Exclusive Services; Relationship of Parties

Client understands that Advisor and its affiliates perform, among other things, investment advisory services for other clients. Client recognizes that Advisor, or any of its affiliates, may give advice and take action in the performance of its duties for such other clients (including those who may have similar retirement plan arrangements as Client) which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose on Advisor, or any of its affiliates, any obligation to advise Client with respect to the Plan, including the Services provided by Advisor under this Agreement, or any of its affiliates, in the same manner as it may advise any of its other clients. Client also acknowledges that Advisor and its affiliates may, by reason of its other activities as described above, from time to time acquire confidential information. Client acknowledges and agrees that Advisor is unable to divulge to Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

11. General Provisions

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Plan Fiduciary and Advisor with respect to the matters set forth herein, and each party acknowledges and agrees that no representations, warranties, inducements, promises or agreements other than those set forth herein have been made by any party to the other.
- b. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Missouri, except to the extent federal law preempts state law.
- c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- d. **Notice.** All notices required by this Agreement shall be in writing and delivered by U.S. Mail, overnight express delivery, facsimile or email and shall be effective on the date of delivery if personally delivered or delivered by email or on the date of posting if mailed.
- e. **Advice of Counsel.** Each party represents and warrants that in executing this Agreement it has had the opportunity to obtain independent accounting, financial, investment, legal, tax and other appropriate advice; that the terms of the Agreement have been carefully read by such party and its consequences explained to such party by his or their independent advisors; and, that such party fully understands the terms and consequences of this Agreement. Each party further represents and warrants that, in executing this Agreement, it has not relied on any inducements, promises or representations made by the other party (except those expressly set forth herein) or the accountants, attorneys or other agents representing or serving the other party. Each party represents and warrants that its execution of this Agreement is free and voluntary.
- f. **Amendment and Assignment.** Advisor reserves the right to amend the Agreement at any time upon written notice to Client. If Client does not notify Advisor of an objection within 60 days of the date of Advisor's notice, the amendment shall become effective. If objections are made within the time period, this Agreement shall be terminated as of the date of receipt of the notice of objection. This Agreement may not be assigned by the Client without the prior written consent of Advisor. Advisor may assign this Agreement by either the written consent of the Client or by forwarding a "negative consent" letter to the Client, whereby if the Client does not notify Advisor of an objection within 60 days of receipt of the letter, the assignment shall become effective.
- g. **Interpretation.** This Agreement shall be construed in accordance with its fair meaning as if prepared by all parties hereto, and shall not be interpreted against either party on the basis that it was prepared by one party or the other. The captions, headings, and subheadings used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions thereof. Words used herein in the masculine gender shall include the neuter and feminine gender, words used herein in the neuter gender shall include the masculine and feminine, words used herein in the singular shall include the plural, and words used in the plural shall include the singular, wherever the context so reasonably requires.
- h. **Confidentiality.** Advisor and Client agree that all information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or as deemed necessary by Advisor to carry out designated powers or perform obligations under this Agreement or as authorized by the party that furnished such information or advice.

- i. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement.
- j. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

12. Arbitration

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. THE CLAUSE IS NOT AND SHOULD NOT BE CONSTRUED AS A MANDATORY ARBITRATION PROVISION FOR KRILOGY TO PROVIDE SERVICES UNDER THIS AGREEMENT. KRILOGY RESERVES THE RIGHT TO DETERMINE WHETHER IT WOULD PROVIDE SERVICES IF THIS CLAUSE WAS NOT AGREED TO. THE CLIENT(S) UNDERSTANDS THAT THEY ARE NOT REQUIRED TO AGREE TO THE PRE-DISPUTE ARBITRATION CLAUSE IN ORDER TO ENTER INTO THIS AGREEMENT, BUT WITHOUT PROVIDING EXPRESS WRITTEN RESERVATION TO KRILOGY, CLIENT(S) AGREES TO THIS PROVISION BY SIGNING THE AGREEMENT. BY SIGNING THE AGREEMENT WITH THE ARBITRATION AGREEMENT, THE CLIENT(S) AND KRILOGY AGREE TO FIRST ATTEMPT TO RESOLVE THE DISPUTE IN AN AMICABLE MANNER BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL MEDIATION RULES BEFORE RESORTING TO ARBITRATION. THEREAFTER, ANY UNRESOLVED CONTROVERSY OR CLAIM SHALL BE SETTLED BY ARBITRATION. ARBITRATION WILL BE CONVENED IN THE CITY OF CLAYTON, MISSOURI. THE PARTIES MAY AGREE TO A SINGLE ARBITRATOR, OR IF NO AGREEMENT IS REACHED, EACH PARTY SHALL SELECT AN ARBITRATOR AND THE TWO ARBITRATORS JOINTLY SHALL SELECT A THIRD ARBITRATOR TO SERVE AS CHAIRMAN OF THE PANEL. THE COSTS OF ARBITRATION, INCLUDING ARBITRATORS' FEES, SHALL BE BORNE EQUALLY BY THE PARTIES TO THE ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY THE UNITED STATES ARBITRATION ACT, 9 U.S.C. SECTION 1-16 (AS MAY BE AMENDED) AND SHALL TAKE PLACE IN CONFORMANCE WITH THE COMMERCIAL ARBITRATION RULES (THE "RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS IN EFFECT AT THE TIME OF SUBMISSION. EXCEPT TO DETERMINE THE ELIGIBILITY OR CONTINUING ELIGIBILITY OF THE CHAIRMAN OF THE ARBITRATION PANEL TO SERVE AS SUCH (WHICH SHALL BE DETERMINED BY THE OTHER ARBITRATORS), THE CHAIRMAN ALONE SHALL MAKE SUCH DECISIONS, AS UNDER THE RULES, OTHERWISE WOULD BE MADE BY AAA.

With respect to controversies or disputes which may arise between Client and Advisor and/or Clearing Agent (collectively "us") under this Agreement concerning matters involving alleged violations of the Investment Advisers Act of 1940, as amended, or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Investment Advisers Act of 1940, as amended, or applicable state investment advisory laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

To the extent permitted by federal and state law, all controversies which may arise between the Client and the Advisor concerning any transaction arising out of or relating to any account covered under this Agreement with Client, present or former officer, directors, agents, and/or employees for the Client, to this Agreement or to the breach thereof, or relating to transactions or accounts maintained by Client or any other account in which Client has a beneficial interest, with any of Client's predecessor or successor firms by merger, acquisition or other business combinations, from the inception of such accounts shall be settled fully and finally by binding arbitration. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court, state or federal, having jurisdiction.

This Agreement supersedes any and all preexisting agreement and/or understandings.

13. Online Materials and Online Services

- a. **Advisor may provide Client with online access to web-based reports, service requests and information. The access and use of the web-based reports, service requests and information is referred to as the "Online Materials and Online Services." Client acknowledges that use of the Online Materials and Online Services is governed by the additional terms of this Section 13. Client may direct Advisor to administer instructions through the promotion of various "service requests" through the Online Materials and Online Services. By administering directions to Advisor, Client is representing that Plan Sponsor has the authority to direct Advisor to perform the requested services. Upon reasonable notice, Client agrees to provide such documentation as reasonably necessary to demonstrate that Client has the authority described within this section. Advisor makes no representation and provides no warranty that any materials provided to Advisor by a third-party provider for inclusion will not infringe upon the intellectual property rights of any third party.**

- b. Client shall use the Online Materials and Online Services solely in connection with the provision of services to Client. Client shall use the Online Materials and Online Services in accordance with the parameters set forth in documentation and other reasonable instructions provided by Advisor.
- c. Client shall not sell, copy or distribute (other than as expressly permitted by this Agreement) the Online Materials and Online Services or make any Online Materials and Online Services available on any timesharing, service bureau, rental or similar basis, provided that Client may make reports that are part of the Online Materials and Online Services available for its internal use only and not for re-distribution. Client shall not modify, copy, disassemble, decompile or reverse engineer the Online Materials and Online Services nor cause nor permit any third party to do so. Client may not reproduce, modify or save any third party content provided as a part of the Online Materials and Online Services.
- d. All Online Materials and Online Services shall remain the exclusive property of Advisor or the relevant third party owner. Client shall have no rights in the Online Materials and Online Services other than the right to access and use the Reporting Platform and reports granted hereunder. Client shall protect the confidentiality of all the information relating to the Online Materials and Online Services' code, design or logic structure provided to Client by Advisor.
- e. Advisor reserves the right to terminate access to any third party content provided as part of the Online Materials and Online Services, with no penalty to Advisor, if the owner of such third party content discontinues offering such content or restricts Advisor's or Client's access, provided, however, that if such termination occurs, Advisor will use commercially reasonable efforts to promptly replace the discontinued services with replacement content.
- f. Advisor shall use commercially reasonable efforts to ensure that Online Materials and Online Services shall be true and accurate to the best of Advisor's knowledge; however, Advisor provides no guarantee of accuracy or warranty for third-party materials reproduced on Advisor's web site (including but not limited to direct data feeds) or on any private-labeled web sites hosted by Advisor. Advisor further agrees that it will obtain necessary licenses and permissions to allow Client to use the Online Materials and Online Services as contemplated in this Agreement.
- g. **Users and Security.** The Online Materials and Online Services are intended for access and use solely by Client and its authorized users where permitted. It is Client's sole responsibility to authorize, monitor and control access to and use of the Online Materials and Online Services. Client will require a userID and password to access and use the Online Materials and Online Services. Client is solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the userIDs, passwords and codes (collectively, "IDs") assigned to Client, (2) instructing authorized users to not allow another person to use their IDs, (3) any charges or damages that may be incurred as a result of Client's failure to maintain the strict confidentiality of their IDs, and (4) promptly informing Advisor in writing of any need to deactivate an ID due to security concerns. Advisor is not liable for any harm related to the theft of IDs, Client's disclosure of IDs, or Client allowing another person or entity to access and use the Online Materials and Online Services using IDs. Client shall immediately notify Advisor of any unauthorized use of IDs.
- h. **DISCLAIMER OF WARRANTIES.** THE ONLINE MATERIALS AND ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ADVISOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPATIBILITY. THE PRECEDING DISCLAIMER DOES NOT APPLY TO ACTIVITIES SUBJECT TO ADVISOR'S FIDUCIARY DUTY NOR TO THE DOCUMENTATION CREATED BY ADVISOR IN SATISFACTION OF ITS DISCLOSURE OBLIGATIONS. ADVISOR MAKES NO REPRESENTATION OR WARRANTY THAT ANY THIRD PARTY MATERIALS OR CONTENT BASED UPON ANY THIRD PARTY MATERIALS ENCOMPASSED IN ONLINE MATERIALS AND ONLINE SERVICES ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE OR TIMELY. ADVISOR MAKES NO REPRESENTATIONS OR WARRANTIES THAT ACCESS TO AND USE OF THE INTERNET WILL BE UNINTERRUPTED OR ERROR-FREE, OR FREE OF VIRUSES, UNAUTHORIZED CODE OR OTHER HARMFUL COMPONENTS.
- i. **LIMITATIONS OF LIABILITIES.** IN NO EVENT SHALL ADVISOR BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH (A) THIRD PARTY MATERIALS ENCOMPASSED IN THE ONLINE SERVICES OR THE ONLINE MATERIALS AND ONLINE SERVICES OR (B) ERRORS RESULTING FROM THE DELIVERY OR TRANSMISSION OF THE ONLINE MATERIALS AND ONLINE SERVICES VIA ELECTRONIC COMMUNICATION; IRRESPECTIVE OF WHETHER ADVISOR HAS BEEN INFORMED OR KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL ADVISOR BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS ARISING OUT OF THE USE, RESULTS OF USE, OR INABILITY TO USE THE

ONLINE SERVICES OR ONLINE MATERIALS OR ANY OTHER ASPECT OF THE PROGRAM, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIM OF INFRINGEMENT THE MAXIMUM AGGREGATE LIABILITY OF ADVISOR TO PLAN, CLIENT, OR ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE ONLINE MATERIALS AND ONLINE SERVICES, REGARDLESS OF THE FORM OF SUCH CLAIM, SHALL BE THE AMOUNT PAID TO ADVISOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

14. Receipt of Disclosure Document

Client hereby acknowledges delivery and receipt of Advisor's Part 2 of Advisor's Form ADV (the "Disclosure Document") which contains a copy of the Advisor's Privacy Policy Notice as required by the Gramm-Leach-Bliley Act of 1999.

[signatures appear on next page]

**SIGNATURE PAGE FOR
RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT**

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED AT PARAGRAPH 12.

The undersigned has read, understands, and accepts the representations, warranties, disclosures, acknowledgements, certifications, terms, and conditions set forth in this Agreement.

CLIENTS HAVE RECEIVED KRILOGY'S CLIENT(S) RELATIONSHIP SUMMARY ("CRS"), FORM ADV PART 2 REGULATORY DISCLOSURE BROCHURE ("BROCHURE") AND IAR'S DISCLOSURE BROCHURE.

NAME OF CLIENT:

Authorized Signature for Client

Name of Authorized Signatory (please print):

Date: _____, 20____

KRILOGY FINANCIAL, LLC

Authorized Signature for Kriology Financial, LLC

Name of Authorized Signatory (please print):

Date: _____, 20____

Schedule A – Description of Services

Choose Only One of the Following Two Alternative Services

ALTERNATIVE #1: Discretionary Investment Advice for Plan Menu

Discretionary Investment Advice for Plan Menu.

Advisor will evaluate and prudently designate the specific investments to be offered as investment options to participants under the Plan consistent with the Plan’s investment policy statement (“IPS”) or other relevant guidelines, as applicable, monitor such investments, and prudently remove or add investments as deemed appropriate by Advisor in its discretion as the Plan’s investment manager. Advisor will assist the Plan Fiduciary in meeting the “broad range of investment alternatives” requirement under ERISA § 404(c) and the related DOL Regulations for a Plan with participant-directed investments, but shall have no other responsibilities with respect to compliance with ERISA § 404(c) and such DOL Regulations. Advisor will meet with the Client at least annually and more frequently as agreed to by Client and Advisor.

QDIA Designation.

Advisor will designate a qualified default investment alternative (“QDIA”). Client (or a delegate thereof) retains the sole responsibility to provide all notices to participants as required under ERISA Section 404(c)(5).

Preparation of IPS.

In consultation with Client concerning the applicable investment objectives, policies, and constraints for the Plan and its related trust, Advisor will assist Client or other authorized fiduciary in developing an IPS that is consistent with the requirements of ERISA. Advisor cannot guarantee that Client will achieve the investment objectives in the IPS.

ALTERNATIVE #2: Non-Discretionary Investment Advice for Plan Menu

Non-Discretionary Investment Advice for Plan Menu.

Advisor will recommend, for selection by the Client or other authorized fiduciary, specific investments to be offered as investment options to Plan Participants consistent with the Plan’s IPS or other relevant guidelines, as applicable. Advisor will recommend, for selection by Client or other authorized fiduciary, investment replacements if an existing investment is no longer suitable, and will assist in the transition to the replacement investment if requested by Client or such fiduciary. Advisor will assist the Plan Fiduciary in meeting the “broad range of investment alternatives” requirement under ERISA § 404(c) and the related DOL Regulations for a Plan with participant-directed investments, but shall have no other responsibilities with respect to compliance with ERISA § 404(c) and such DOL Regulations. Advisor will meet with the Client at least annually and more frequently as agreed to by Client and Advisor.

QDIA Advice.

Advisor will recommend a qualified default investment alternative (“QDIA”). Client (or a delegate thereof) retains the sole responsibility to provide all notices to participants as required under ERISA Section 404(c)(5).

Preparation of IPS.

In consultation with Client concerning the applicable investment objectives, policies, and constraints for the Plan and its related trust, Advisor will assist Client or other authorized fiduciary in developing an IPS that is consistent with the requirements of ERISA. Advisor cannot guarantee that Client will achieve the investment objectives in the IPS.

Fiduciary Services (check all that apply)

Custom Target Maturity or Risk Based Models.

Advisor will develop custom allocation models as required to meet the various risk profiles and investment objectives of your plan participants. Custom models enable the selection of the underlying investment managers and adherence to the standards required in the Plan’s IPS. Advisor will rebalance portfolios as directed by you to conform to the established asset allocation plan. This service may be subject to any limitations or restrictions from your record keeper.

Non-Discretionary Investment Advice for Participants – Onsite Meetings.

Advisor will offer to meet with Plan Participants during scheduled onsite meetings on an **annual / semi-annual / quarterly [circle one]** basis. Based on the information provided by the Plan Participant concerning his or her retirement investments, time horizon, risk tolerance and investment goals, Advisor will provide investment advice in the form of a recommendation, which may include a Custom Target Maturity or Risk Based Model (if selected as a Service). Advisor will not provide recommendations on investments held outside of the Plan in connection with its Services under this Agreement, and the Plan Participant retains the sole responsibility to implement the recommendation. Advisor does not guarantee that the Plan Participant's investment objectives will be achieved.

Non-Discretionary Investment Advice for Participants – Interactive Web Tool.

Advisor will offer an interactive web-based tool to Plan Participants which, based on the information provided by the Plan Participant concerning his or her retirement investments, time horizon, risk tolerance and investment goals, will provide investment advice in the form of a recommendation, which may include a Custom Target Maturity or Risk Based Model (if selected as a Service). This tool will not provide recommendations on investments held outside of the Plan in connection with its Services under this Agreement, and the participant retains the sole responsibility to implement the recommendation. Advisor does not guarantee that the participant's investment objectives will be achieved.

Non-Fiduciary Consulting Services (check all that apply)

Performance Reports.

Advisor will prepare reports providing performance information for the Plan's investment alternatives as well as comparing the performance thereof to benchmarks set forth in the IPS or as otherwise determined in consultation with Client. The information used to generate the reports will be derived from statements provided by or through the Client.

Fee Monitoring and Review.

Upon request, Advisor may agree to assist Client with respect to its duties to evaluate the reasonableness of the fees and expenses of the Plan's investment manager(s) or investments in accordance with the Plan's IPS or other relevant guidelines, as applicable, and ERISA. Upon request, Advisor may also agree to assist Client with respect to its evaluation of the Plan's fees and expenses for administrative services. If so, Advisor will analyze revenue sharing (sub transfer agency fees, finders fees, 12b-1 fees, etc.) from each investment option or custodial platform to maximize all available offsets to plan expenses. This includes guidance on negotiation with service providers, where appropriate.

Education Services to Plan Committee.

Advisor will provide education and training for selected employees of Client who are serving a fiduciary role under the Plan (e.g., members of an investment committee selected by the Plan Sponsor). Such education and training will include guidance concerning their fiduciary roles on any applicable committee, including their investment-related duties under the Plan, at times mutually agreeable to the parties.

Plan Search and Conversion Support.

In the event Client chooses to select a new recordkeeper or other administrative service provider to the Plan, Advisor will work with Client to establish essential selection criteria for conducting a search of plan service providers based upon your organization's service requirements and benefit resource needs. Advisor will identify and screen potential service providers, benchmark each according to the agreed upon selection criteria and score them accordingly. Advisor will make a recommendation to the retirement committee for its final decision.

Plan Compliance Review.

Maintaining proper Plan documentation, reporting to various government agencies and disclosure to participants and beneficiaries is a function that requires documents, forms, notices, communications, due dates and compliance to regulations. These services are performed by the Third Party Administrator (TPA) or recordkeeper of the Plan. However, either because of the volume of such notices and requirements or because of the scope of the TPA's service contract and/or internal control procedures of the TPA, compliance issues may slip by unnoticed and unreported. We work with your benefits staff to assist in determining check your plan for performance of its regulatory documentation, compliance, disclosure and reporting requirements against a checklist of required compliance standards.

- Oversight Management of Plan Administration & Compliance.**
Advisor will assist you in organizing and managing the details associated with sponsoring a retirement plan. Advisor will review plan documents, providers' service contracts, recordkeeping reports, annual filings, auditor's reports, fidelity bond coverage, compliance testing results and review committee minutes. Advisor may suggest areas for improvement and implementation. In this role, Advisor will assist you in working with your retirement plan service provider and custodian/trustee in the capacity of reviewing the periodic reports, resolving service inquiries, facilitating problem resolution, plan management and compliance reporting review, monitoring and general plan oversight. Advisor will not have or take any discretion or control in providing this assistance and therefore will not be considered a fiduciary under ERISA in providing this service.
- 404(c) Plan Compliance Review.**
Advisor offers this service if Client intend to obtain the liability protections afforded by compliance with Section 404(c) of ERISA. It is important to understand that it is an all or nothing proposition. Either you comply fully or not; there is no credit for partial compliance. This service is offered as either a one-time service or a recurring annual service. There are more than 20 reporting and disclosure requirements related to 404(c) and Advisor will help Client evaluate your Plan against the checklist of requirements.
- Participant Education Services.**
Advisor will offer to meet with Plan Participants during scheduled onsite meetings on an **annual / semi-annual / quarterly [circle one]** basis to provide investment education. In accordance with the Department of Labor's Interpretative Bulletin 96-1, Advisor may provide Plan participants with information about the Plan, general financial and investment information and information and materials relating to asset allocation models available through the Plan. Advisor may also provide Plan participants with interactive investment materials to assist Plan participants in assessing their future retirement income needs and the impact of different asset allocations on retirement income.
- Plan-Level Retirement Success Gap Analysis Report.**
Advisor will coordinate with your recordkeeper to gather participant census data to project the percentage chance of meeting a targeted retirement goal. The results can be aggregated to provide you an indication of how well the Plan is performing relative to meeting meaningful retirement objectives or accumulation and income needs of the plan participants.
- Annual Participant-Level Retirement Planning Check-up.**
Advisor can coordinate preparation of an individualized statement for each Plan participant, based upon their personal Plan data that provides the information required make informed decisions regarding their retirement. The report simplifies complex data into an easy to understand format. The report is designed to assist employees in answering questions relating to the key decisions of "how do I invest" and "how much should I contribute" and understanding the trade-off between the two in attaining their goals, formulating a strategy, and implementing the related decisions.
- Additional Services.** _____

Except as expressly provided under "Additional Services" above, Advisor's Services as determined under the Agreement shall not include the following services or related responsibilities:

Tax Qualification. Reviewing or amending Plan documents for compliance with changes in tax qualification requirements.

Plan Contributions. Ensuring that contributions by Client or from participants are timely deposited with the trustee or custodian for the Plan.

Custody of Plan Assets. Taking custody or possession of any Plan assets.

Proxies. Rendering advice on, or taking any action with respect to, the voting of proxies solicited on behalf of any securities held in trust by the Plan.

Class Action Lawsuits. Advisor will not be responsible for taking any action or rendering any advice with respect to any class action lawsuits related to securities held in the Plan.

Employer Stock Fund. Providing advice to the Plan Fiduciary regarding the prudence of maintaining or continuing an employer stock fund.

Mutual Fund, Brokerage Windows. Providing advice to the Plan Fiduciary regarding the prudence of maintaining or continuing any mutual fund window or brokerage account window under the Plan, or providing investment guidance to participants concerning investments through any such window under the Plan.

Other Investments. Providing advice to the Plan Fiduciary regarding the prudence of selecting, maintaining, or continuing investment in real estate (excluding publicly traded real estate funds and REITs), non-publicly traded securities or assets, or other illiquid type investments.

Discretionary Plan Administration. Interpreting the Plan, determining eligibility or participation under the Plan, approving or disapproving claims for benefits, approving, disapproving, or collecting of Plan Participant loans, distributing Plan assets to pay benefits or expenses, or making any other discretionary decisions with respect to the administration of the Plan.

Distributions. Assisting the Plan Fiduciary in complying with any legal obligations for distributions from the Plan, determining whether any distributions are required by the minimum required distribution rules under the Code, or reviewing any beneficiary designations made by Participants.

Legal or Tax Advice. Provide legal or tax advice to the Plan Fiduciary on matters relating to the Plan, including advising on whether Plan investments will result in unrelated business taxable income.

Participant Communications. Distributing summary plan descriptions, notices, elections, and any other reports required by law to Participants.

Governmental Reports. Filing reports and forms that are required to be filed for the Plan or Plan Fiduciary.

Schedule B - Compensation and Billing

Billing Contact and Address

Company or Individual: Robertson FPD 401(a) and 457(b)	Contact (If Company): Jennifer Guyton	Relationship: Plan Sponsor <input checked="" type="checkbox"/> Investment Provider <input type="checkbox"/> TPA/Recordkeeper <input type="checkbox"/> Other <input type="checkbox"/> Explain _____
Address: SAME	City	State
		Zip Code
Name of Company/Individual to contact for asset value if applicable		
Name:	Phone:	

Fee Calculation

The fee under the Agreement is payable at an annual tiered blended rate of: .20% 457(b) and .125% 401(a)

Assets Under Management/Assets Under Advisement	Annual Fee
\$1 - \$2,000,000	0.50%
\$2,000,001 - \$5,000,000	0.40%
\$5,000,001 - \$10,000,000	0.30%
Above \$10,000,000	0.20%

The fee does not cover the cost of any services which be may be provided by Advisor that are not described in Schedule A, including but not limited to the cost for preparing and providing any additional records which are not contemplated under the Agreement or providing testimony in connection with any litigation involving the Plan or Plan Fiduciary.

Installment Period

The fee under the Agreement is payable in advance in quarterly installments, due within 30 days after the beginning of each quarter, unless otherwise agreed to by the parties.

Method of Payment

The fee under the Agreement is payable under the following method of payment:

- Fee will be billed to Client.
- Fee will be paid from Plan assets. The Plan Fiduciary authorizes Investment Provider, TPA/Recordkeeper, or custodian of the Plan's assets to pay the fee due under this Agreement directly to Advisor, Krilogy Financial, LLC.

Additional Instructions: _____



Form CRS (Client Relationship Summary) – March 2023

Krilogy Financial, LLC (“Krilogy”) is registered with the U.S. Securities and Exchange Commission (“SEC”) as an investment adviser. Krilogy is not a broker-dealer. Brokerage and investment advisory services and fees differ and it is important for retail investors to understand the differences. Free tools are available to research advisory firms at [Investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers and investing.

What investment services and advice can you provide me?

We offer advisory services to retail clients primarily through your financial advisor. In our portfolio management services your advisor will work with you to understand your current investment goals and risk tolerance to formulate and implement an investment strategy. As part of your overall investment strategy, your financial advisor may, but is not required to, utilize one or more of our Investment Committee monitored investment models and/or investments to assist in achieving your investment goals. Your financial advisor will provide periodic advice and reviews regarding your investment goals, objectives and investment planning. In addition to your advisor’s ongoing monitoring the firm has processes in place monitor your portfolio on an ongoing basis, no less than quarterly.

You determine whether we will manage on a discretionary or non-discretionary basis. If we manage your account on a discretionary basis, we will buy and sell investments in your account on your behalf. In certain limited circumstances, our services also include the recommendation or selection of other investment advisers. We will have discretion until the advisory agreement is terminated by you or us. If we manage on a non-discretionary basis, we will make recommendations concerning securities and other assets, but you retain authority to act on these recommendations. We require a minimum initial and ongoing account size for portfolio management services. Our investment advice is not limited to proprietary products or to a limited menu of services.

Financial Planning & Consulting may be included in our services for no additional fee *upon request* to your individual advisor. Some of our advisors maintain the Certified Financial Planning (CFP®) designation. It is not a requirement to maintain this certification to provide financial planning, but the designation reflects additional training attained.

Ask Your Krilogy Advisor: *Given my financial situation, should I choose an investment advisory or broker services? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?*

For additional information, please see Item 4,7,8 and 13 of our [Firm’s Client Brochure](#) or Item 4,5,6, and 9 of our [Wrap Fee Brochure](#).

What Fees will I Pay?

Generally, our Fees are based on a percentage of client assets and do not vary based on investment type. We typically deduct fees from client investment accounts quarterly in advance. Krilogy has a minimum annual flat dollar fee of \$3,750.00. Your advisor is allowed to utilize flat fees or blended fees. The client can negotiate the Fee. No client pays more than 2.00%, excluding other fees. The majority of our clients’ Fee ranging from 0.50% to 1.50%. All Fees are agreed to in advance by written agreement. We have an incentive to encourage you to increase the assets in your advisory account in order to increase our compensation. *This includes recommendations or discussions about rolling over your employer plan account (e.g., 401k) to an IRA or consolidating accounts you manage on your own or with an outside investment advisor to the firm.* In addition to our Fees, you will incur additional fees and expenses to the investments in your account, as applicable, such as custodian fees, account maintenance fees, transactions costs, surrender charges, third-party manager fees, surrender charges, wire transfer and electronic fund fees, internal management fees of mutual funds and variable annuities, and other product related fees such as redemption fees. However, certain transaction costs are included in the Wrap Fee Program. We do not receive any of these fees.

You will pay Fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying.

Ask Your Krilogy Advisor: *Help me understand how these fees and costs might affect my investments. If I give you \$100,000 to invest, how much will go to fees and costs and how much will be invested for me?*

For more information, please see Item 5 of our [Firm’s Client Brochure](#) and Item 4 Firm’s [Wrap Fee Brochure](#).

**What are your legal obligations to me when acting as my investment adviser?
How else does your firm make money and what conflicts of interest do you have?**

When we act as your investment adviser, including when we provide investment advice to you regarding your employer sponsored retirement plan account(s) or individual retirement account(s), we have to act in your best interest and not put our interest ahead of yours.

At the same time, the way we make money creates some conflicts with your interest. You should understand and ask about these conflicts because they can affect the investment advice we provide you. In addition to the example provided above in the fees section regarding the incentive to recommend rollovers and below in compensation section regarding insurance, here are some additional examples to help you understand what this means.

Our firm has affiliated private equity and bond funds, KCM Fund(s), that have an additional fee beyond Krilogy's fee if a certain return is achieved. This is a conflict because the common owners of Krilogy and KCM Funds will receive additional compensation if a certain return is achieved.

We also have other affiliated businesses (e.g., Tax preparation) that we recommend. This is a conflict of interest because our affiliated businesses receive addition compensation if you choose them for services.

We receive client referrals from third parties to whom we pay fees that in some circumstances is based upon the client working with us and the client's account size. These are conflicts of interest because we have an incentive to pay referral fees so that these parties will refer clients to us that they otherwise might not refer.

Ask Your Krilogy Advisor: How might your conflicts of interest affect me and how will you address them?

For additional information, please see Item 10 and 12 of our [Firm's Client Brochure](#) or Items 4,6 and 9 of the [Wrap Fee Brochure](#).

How do your financial professionals make money?

In most instances, our financial professional's compensation is based directly on a percentage of the Fee our firm earns from advisory services provided for client accounts under our management. Also, financial professionals are eligible for the firm's annual travel award program based upon the increase in the amount of client account assets they manage. These are a conflict of interest because our financial professionals have an incentive to encourage a client to increase the assets in a client's accounts or obtain new clients and assets for us. Finally, they will also receive commissions for insurance or variable annuities they sell. This is a conflict because it creates an incentive for our financial professionals to recommend insurance products as part of their planning services.

Do you or your financial professionals have legal or disciplinary history?

Yes. While the firm does not have a disciplinary history, certain financial professionals have disclosures reported in their Form U4. Visit Investor.gov/CRS for free and simple search tool to research our firm and financial professionals.

Ask Your Krilogy Advisor: Do you have any disciplinary history as a financial professional? For what conduct?

Additional Information

More information is also available on the SEC's website at <https://adviserinfo.sec.gov/firm/summary/149046> or upon request to info@krilogy.com or by calling (314) 884-2800. Compliance can be contacted with concerns as well at.

Ask Your Krilogy Advisor Who is my primary contact person? Is he or she a representative of an investment adviser or broker dealer? Who can I talk to if I have concerns about how this person is treating me?

This brochure supplement provides information about Matthew Ott that supplements the Krilogy Financial LLC brochure. You should have received a copy of that brochure. Please contact Thomas Lewis, Chief Compliance Officer with Krilogy Financial, at (314) 884-2800 or Tlewis@krilogy.com if you did not receive Krilogy Financial's brochure or if you have any questions about the contents of this supplement.

Additional information about Matthew Ott is also available on the SEC's website at www.adviserinfo.sec.gov.

Krilogy Financial LLC

Form ADV Part 2B - Individual Disclosure Brochure

for

MATTHEW OTT

Personal CRD Number: 4202245

Investment Advisor Representative / (K)Plans President

Krilogy Financial LLC
275 N. Lindbergh, Suite 20
St. Louis, Missouri, 63141
(314) 884-2800
www.Krilogy.com
MOtt@kplansonline.com

UPDATED: 03/11/2024

Item 2: Educational Background and Business Experience

Name: Matthew Ott

Born: 1977

Education:

Bachelor of Science, University of Missouri-Columbia, 2000

Master of Business Administration, University of Phoenix, 2008

Business:

- | | |
|-----------------------|--|
| March 2024 - Present | Investment Advisor Representative
Krilogy Financial, LLC |
| Oct 2021 - March 2024 | Investment Advisor Representative
Huntleigh Advisors, Inc |
| Oct 2021 - March 2024 | Investment Advisor Representative
Huntleigh Securities Corporation |
| Oct 2021 - March 2024 | Investment Advisor Representative
Datatex Investment Services, Inc |
| July 2019 - Oct 2021 | Regional Vice President; Registered
Representative
Transamerica Investors Securities Corporation |
| July 2018 - Oct 2021 | Regional Vice President; Registered
Representative
Transamerica Life Insurance Company |

Designations:

Accredited Investment Fiduciary® (AIF®)

Your financial advisor is an Accredited Investment Fiduciary® (AIF®). The Accredited Investment Fiduciary® (AIF®) Designation is a professional certification that demonstrates an advisor or other person serving as an investment fiduciary has

met certain requirements to earn and maintain the credential. The purpose of the AIF® Designation is to assure that those responsible for managing or advising on investor assets have a fundamental understanding of the principles of fiduciary duty, the standards of conduct for acting as a fiduciary, and a process for carrying out fiduciary responsibility. In order to become an AIF® Designee, candidates must complete the following requirements: 1) Enroll in and complete AIF® Training that satisfies AIF® Training requirements, 2) Pass the AIF® Examination, 3) Meet the experience requirement (prerequisites), 4) Satisfy the Code of Ethics and Conduct Standards, and 5) Submit the application and dues.

For a detailed description of the AIF® designation, please click [here](#) to visit fi360.com.

Item 3: Disciplinary Information

There are no legal or disciplinary events that are material to a client's or prospective client's evaluation of this advisory business.

For more information on your financial advisor, you can go to the SEC's Investment Advisor Public Disclosure website at <http://adviserinfo.sec.gov/> or FINRA's BrokerCheck website at <http://brokercheck.finra.org/> and enter the applicable name into the investment advisor representative broker search.

Item 4: Other Business Activities

In addition to providing the investment advisory services described in Krilogy Financial's Brochure, your financial advisor, may also separately engage in the sale of fixed life insurance, disability insurance, long-term care insurance, health insurance, and/or group benefits. From time to time, he will offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment adviser. Advisors with Krilogy Financial endeavor to act in the best interest of the client and will identify any conflicts that cannot be mitigated. Advisors are required to recommend only those transactions that are suitable for a client, based on the client's investment objectives and financial circumstances. Clients are in no way required to implement those recommendations through any representative of Krilogy Financial in their capacity as an insurance agent.

Your financial advisor may also attend training events, due diligence meetings and other events provided and paid for by the sponsors of mutual funds and other investment products that the financial advisor may recommend to clients. This receipt of this cash and non-cash compensation creates an incentive to recommend investment products based on the compensation received. Krilogy endeavors to address these conflicts of interest by disclosing, implementing a level fee compensation structure and implementing supervision of the advisory services offered to you.

Matthew Ott is a Trustee for the Forest Hills Subdivision. He spends 5 hours per month on this business activity.

Matthew Ott is the sole owner of Elk Advisory Group, LLC/PARS (Pension and Retirement Services, Inc.). He spends 20 hours per week on this investment-related business activity.

Item 5: Additional Compensation

Your financial advisor is required to act in the best interest of clients. Your advisor receives incentive compensation based upon a client's total assets under management with Krilogy that are serviced by the financial advisor or compensation for other activities identified in Item 4 above. Your financial advisor may also be eligible for our recognition program that is based in part on total production and assets in accounts that are serviced by your financial advisor. This compensation is in addition to the incentive compensation to which your financial advisor is otherwise entitled.

Your financial advisor is subject to policies that prohibit the acceptance of gifts and entertainment that may influence the nature of the investment advices provided to clients. Consistent with these policies, your financial advisor is permitted to receive gifts up to a limit per event and maximum per year.

Item 6: Supervision

As a representative of Krilogy Financial LLC, Matthew Ott works within the compliance framework established by the Chief Compliance Officer, Thomas Lewis. As part of the compliance framework, Matthew Ott is required to follow implemented policies and procedures designed to supervise advice provided to clients. If you have any questions

on these or other items, please contact Krilogy Financial via the contact information on the cover page of this disclosure document.

Robertson Fire Protection District LiveDash Proposal

Feathershark

	Quantity	Unit Price	Total	Annual
LiveDash Service Monthly	5	\$ 33.99	\$ 169.95	\$ 2,039.40
Recurring Monthly Cost			\$ 169.95	

First Month Service			\$ 169.95	
Setup and installation	4	\$ 399.99	\$ 1,599.96	
Reprogram 1 existing unit		\$ 109.99	\$ 109.99	

FeatherShark Initial cost **\$ 1,879.90**

Samsung 58 inch TV	3	\$ 379.99	\$ 1,139.97	
5 year warranty	3	\$ 69.99	\$ 209.97	
TV mounts	3	\$ 60.00	\$ 180.00	
HDMI Cords	4	\$ 10.00	\$ 40.00	

Initial Cost **\$ 1,569.94**

Total initial cost with warranty **\$ 3,449.84**

Total initial cost without warranty **\$ 3,239.87**

Total recurring Cost **\$ 2,039.40**

Total initial cost and recurring cost for 9 months with warranty **\$ 4,979.39**

To be funded from Communications Budget

2024 Communications Budget

	Budget	Actual
Dispatch Cost	\$ 171,370.00	\$ 170,370.00
Equipment	\$ 15,000.00	
	\$ 186,370.00	\$ 170,370.00

Available funds **\$ 16,000.00**

Total cost 2024 **\$ 4,979.39**

Total available comm. Funds **\$ 11,020.61**



Quotation

FeatherShark

700 Crown Industrial Ct Suite K
 Chesterfield
 MO
 United States
 63005
 (314) 282-2253

Date: 3/14/2024**Reference:** 642-1**Valid until:** 4/13/2024

For: Robert Sievers
 Robertson Fire Protection District

Description	Quantity	Unit Price	Tax	Price
Subscription to FeatherShark LiveDash service	5	\$33.99	\$0.00	\$169.95
Setup and installation of 1 LiveDash board and configuration with existing TV	4	\$399.99	\$0.00	\$1599.96
LiveDash unit for use with 1 TV	1	\$109.99	\$0.00	\$109.99

Sub-total	\$1879.90
Sales tax	\$0.00
TOTAL	\$1879.90

FeatherShark**Robertson Fire Protection District**

Signature:

Signature:

Name: Matt Rankey

Name:

Email:

This quotation is presented to the customer above on the date created, and is valid until the quotation expiry date. All prices quoted were correct at the time of quotation creation, and are subject to change due to supply. Any questions regarding your quotation, please speak with your representative. To accept this quotation, in whole or in part, please reply to the sender with your wishes, specifying a valid purchase order number, where possible.
 Thank you for your business. It is very much appreciated.



Best Buy > TV & Home Theater > TVs > All Flat-Screen TVs



Samsung - 58" Class CU7000 Crystal UHD 4K Smart Tizen TV

Model: UN58CU7000FXZA SKU: 6537362

4.6 (612 Reviews)

\$379.99 Save \$70 Was \$449.99 \$31.67/mo.* suggested payments with 12-Month Financing Show me how >

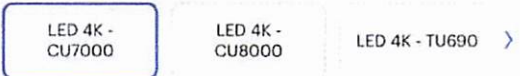
Free 1-month Xbox Game Pass Ultimate

Open-Box: from \$337.99

Screen Size Class: 58"



Series: LED 4K - CU7000



Protect your TV (25,832)

Standard Geek Squad Protection | What's Included | Terms & Conditions

Protection plan options: No Plan, 2-Year \$59.99 (About \$2.50/mo.), 5-Year \$69.99 (About \$1.17/mo., Most Popular)

Highlights

4K (2160p) Resolution



- 4X the pixels of Full HD
• Found on most modern TVs
• Lifelike images and graphics

What's the difference in TV resolution?

58 inches Screen Size Class



- Great for living rooms, f rooms, larger bedrooms

Which TV size is best?

Availability

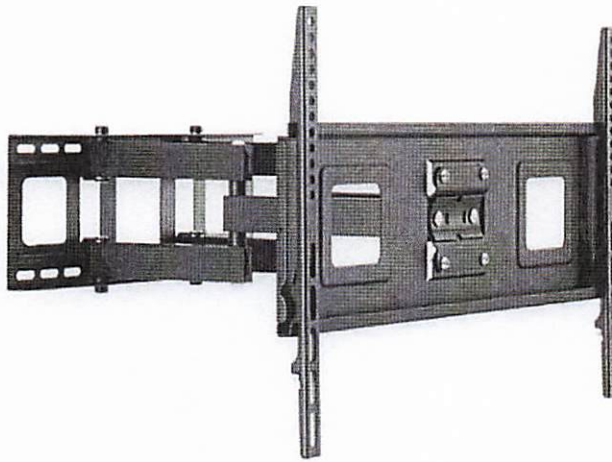
Pickup: Ready on Wed, Mar 20; Delivery: Get it by Sat, Mar 16

FREE Delivery Estimates for 63042

Add to Cart



[Best Buy](#) > [TV & Home Theater](#) > [TV Stands, Mounts & Furniture](#) > [TV Mounts](#)



Best Buy essentials™ - Full Motion TV Wall Mount for 47-84" TVs - Black

Model: BE-MLFM SKU: 6451333

4.7 (5,414 Reviews)

\$59.99

4 payments starting at


\$15.00

with

[Learn more >](#)

Open-Box: from \$52.99

Availability


 Pickup

Ready within 1 hour

 Shipping

Get it by tomorrow

Pickup at Brentwood

 Add to Cart



About this item

A mounted TV doesn't just look better—it gives more flexibility in positioning your TV. With the Best Buy essentials BE-MLFM Full Motion TV Wall Mount for 47-84" TVs, choose your viewing angle with full-... See more...

Features >

Specifications >

Questions & Answers >



My Warehouse

Delivery Location

[Lists / Buy Again](#)

University City
Open until 8:30 PM

63031

Home / Electronics / TVs / 65 inch TVs

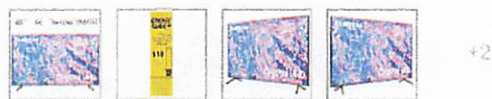
[Share](#)

Costco Direct

Samsung 65" Class - CU7000D Series - 4K UHD LED LCD TV

Item 9065007 | Model UN65CU7000DXZA

65" | 4K | 3X HDMI | SMART



Your Price

\$399.99

Our Online Price includes*

- Free Shipping
- 3 Year Manufacturer's Warranty
- Free Technical Support
- Up to 4% in Rewards*

*Terms and conditions apply. [Calculate reward.](#)

Setup is available for \$30.00

Price valid through 3/17/24 & Free Shipping*

Qualifies for Costco Direct Savings. See Product Details.

While supplies last.

Features:

My Warehouse

Delivery Location

Lists / Buy Again

University City

63031

Open until 8:30 PM

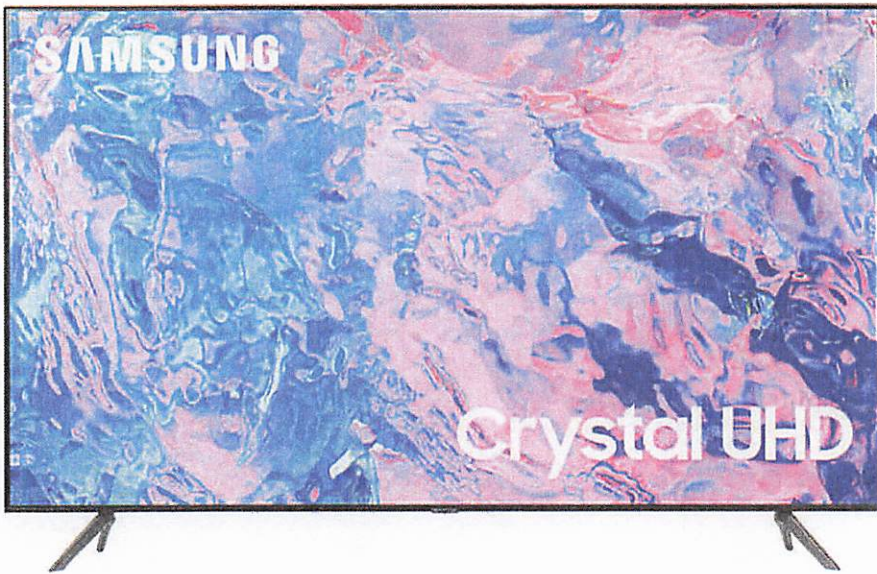
Home / Electronics / TVs / 48 inch - 50 inch TVs

Share

Samsung 50" Class - CU7000D Series - 4K UHD LED LCD TV

Item 9050007 | Model UN50CU7000DXZA

50" | 4K | HDMI | SMART



+2

Your Price

\$349.99

Our Online Price Includes*



Free Shipping



3 Year Manufacturer's Warranty



Free Technical Support



Up to 4% in Rewards*

*Terms and conditions apply. [Calculate reward.](#)

Shipping & Handling: \$0.00*

Features:

- Crystal Processor 4K
- Crystal Display
- Slim Design
- Object Tracking Sound Lite
- 3 Year Warranty



Best Buy > TV & Home Theater > TVs > All Flat-Screen TVs



Samsung - 55" Class CU7000 Crystal UHD 4K Smart Tizen TV

Model: UN55CU7000FXZA SKU: 6537366

4.7 (2,024 Reviews)

\$369.99

Save \$10

Was \$379.99 ⓘ

\$30.84/mo.*

suggested payments with 12-Month Financing

Show me how >

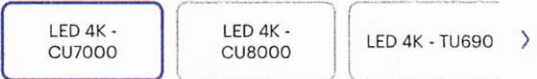
Free 1-month Xbox Game Pass Ultimate

Open-Box: from \$317.99

Screen Size Class: 55"



Series: LED 4K - CU7000



Protect your TV (25,832)

Standard Geek Squad Protection | What's Included | Terms & Conditions



Most Popular

Highlights

4K (2160p)
Resolution



- 4X the pixels of Full HD
- Found on most modern TVs
- Lifelike images and graphics

What's the difference in TV resolution?

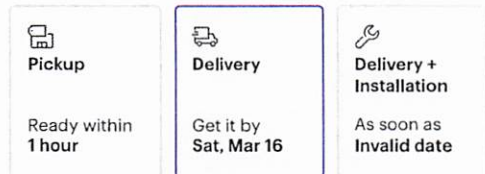
55 inches
Screen Size Class



- Great for living rooms, f rooms, larger bedrooms

Which TV size is best?

Availability



FREE Delivery

Estimates for 63042

See it in-store: There are no demo models on display within 50 miles of Brentwood >

Add to Cart





Samsung - 65" Class CU7000 Crystal UHD 4K Smart Tizen TV

Model: UN65CU7000FXZA SKU: 6537363

4.7 (3,099 Reviews)

\$399.99 *or* **\$33.34/mo.***
Save \$80 suggested payments with 12-Month Financing
Was \$479.99 ⓘ Show me how >

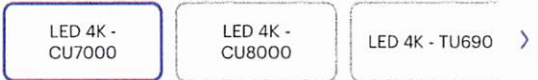
Free 1-month Xbox Game Pass Ultimate

Open-Box: from \$355.99

Screen Size Class: 65"



Series: LED 4K - CU7000



Protect your TV (25,832)

Standard Geek Squad Protection | What's Included | Terms & Conditions



Highlights

4K (2160p)
Resolution



- 4X the pixels of Full HD
- Found on most modern TVs
- Lifelike images and graphics

What's the difference in TV resolution?

65 inches
Screen Size Class



- Great for living rooms, f rooms, larger bedrooms

Which TV size is best?

Availability



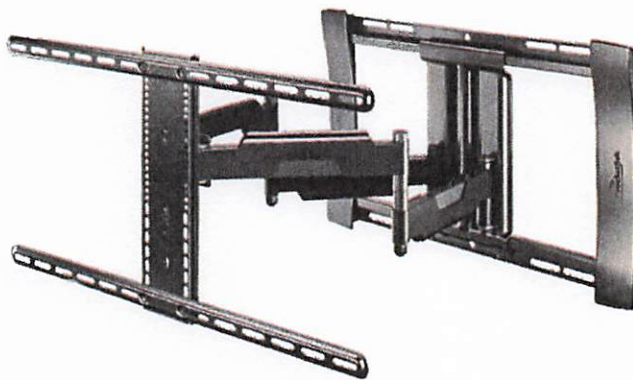
FREE Delivery

Estimates for 63042

See it in-store: Chesterfield (13.5 miles away) is the closest store with a demo model on display.

Add to Cart





Rocketfish™ - Full-Motion TV Wall Mount for Most 40" - 75" TVs - Black

Model: RF-HTLF23 SKU: 6353060

[4.7 \(5,555 Reviews\)](#)

\$159.99

Save \$20

Was \$179.99

4 payments starting at

\$40.00

with

[Learn more >](#)

Open-Box: from \$136.99

Availability

Pickup

Ready within 1 hour

Shipping

Get it by tomorrow

Pickup at Brentwood

Add to Cart



About this item

Choose your viewing angle on this Rocketfish full-motion TV wall mount. A 23-inch articulating arm moves the television away from the wall, and a 50-degree swivel mechanism offers multiple positioning...

[See more...](#)

Features >

Specifications >

Questions & Answers >



Board of Directors
Jennifer Guyton, President
Steve Field, Treasurer
Maggie Sieve, Secretary



Officers
Dave Herman, Fire Chief
Adam Long, Assistant Fire Chief
Kenneth Hughes, Fire Marshall
Robert Sievers, Medical Officer

March 25, 2024

To: Board of Directors
From: Chief Herman

REF: TRAINING TOWER REPAIRS

I solicited bids from the following companies for the repair of our training tower. All but one were not acceptable or did not bid.

I did receive one bid from Fire Training Structures, LLC. They are the company that built the structure. They did bid last year and rebid this year with no price increase.

13 out of 17 Fire Districts/Departments have committed to help pay for the repairs (some have already paid) and I believe that the last 4 will offer to pay once we commit to the repairs. We have requested \$2427.95 per Department/District. 100% payment to us would yield \$41,275 resulting in no cost to us.

We have \$50,000 in the 2024 budget for training tower repairs.

I recommend that we accept the bid of 41,275 from Fire Training Structures, LLC for repairs to our training tower.

Fire Training Structures, LLC	\$41,275	2 Months - Familiar with structure
Fire Props Unlimited	No Bid	Company is small can't get it done this year
WHP Response	No Bid	Won't work on containers
AAIC Inc.	No Bid	Unable to perform to NFPA Standards

ROBERTSON FIRE PROTECTION DISTRICT

12641 Missouri Bottom Road • Hazelwood, MO 63042 • phone: 314.291.6671 • fax: 314.291.6710

Fire Training Structures, LLC

SALES QUOTE

1005 North 50th Street
 Phoenix, AZ 85008
 Tel: (602) 268-6156 Fax: (602) 268-6149
 Toll Free: (877) 268-8303
Phil.B@FireTrainingStructures.com

Date: 03-18-2024
 Quote No.: 5699-3

To: Dave Herman
 Robertson Fire Protection District
 3820 Taussig Road
 Bridgeton, MO 63044
 Phone: (314) 907-5004
 Email: dherman@rfpd.org

Ship To: Same

SYSTEM DESCRIPTION:

Repairs on the previously delivered Robertson Fire Protection District Training Facility as outlined below: <ul style="list-style-type: none"> • (3) New Fire Doors at existing standard personnel doors, material only, \$7,650.00, (priced at \$2,550.00 each). • (1) Double Door at existing garage door cutting prop, material only, priced at \$4,975.00. • (2) Bluetooth capable Temperature Monitoring Systems, material only, \$7,150.00, (priced at \$3,575.00 each). • (2) Technicians on-site for (4) working days to perform the above repairs / installation, including all expenses associated with travel, lodging, per diem, etc., priced at \$17,500.00. • Equipment Rental, priced at \$1,500.00 • Material Shipping, priced at \$2,500.00 	<u>\$41,275.00</u>
Taxes: To Be Determined (TBD), if applicable, tax rate at point of delivery will be added to quote total.	\$TBD
Quote Total	<u>\$41,275.00</u>

Continued Page 2

PAYMENT, TITLE, AND OWNERSHIP TERMS:

Quote good for 45 Days.

Build Time is 2 months upon receipt of Purchase Order and layout drawing approval from Customer.

Build Time subject to change depending upon current workload at time of Purchase Order.

Changes to the System must be made in writing via email or fax. FTS accepts no responsibility for changes requested until and unless such changes are agreed to and accepted by an officer of FTS. Change orders must be approved both by Customer and FTS.

Warranty on all workmanship and materials for 1 year from date of Install completion, provided Customer has complied with Operations & Maintenance Manual instructions and recommendations.

Customer will be invoiced 25% of the contract amount upon receipt of order, an additional 25% of the contract amount at the 50% fabrication completion level, an additional 25% of the contract amount prior to shipment and balance of contract amount upon delivery or Installation of the System, amounts due in full within 30 days.

If the System is completed at FTS's fabrication facility, and the customer's site is not prepared for System delivery or installation, the Customer will be invoiced at 90% of the contracted amount, which will be due within 10 days. The remaining 10% will be due in full within 10 days of completion of System Installation. Customer agrees to pay 1.0% per month for all overdue balances unpaid from invoice date until paid in full.

If the Customer is not ready to accept delivery of the System upon completion, FTS will store the System free for 30 days at its facility. Storage fees will be charged at the rate of \$10/day/40' equivalent size for any System left at FTS after 30 days from completion of the System.

Notwithstanding transfer of possession of the System to Customer, possession shall be subject to the express condition that title and ownership thereto shall remain in Fire Training Structures until the purchase price is paid in full.

Continued Page 3

CUSTOMER IS RESPONSIBLE FOR ALL LICENSING, PERMITS, TITLING, AND ANY APPLICABLE SALES/USE TAX. This will include taxes assessed after the order has been signed.

If a Performance Bond is required, a 2.95% fee will be added to the above offered Quote.

If the Authority Having Jurisdiction (AHJ) requires a state certified contractor to perform the on-site assembly of the System, those costs will be added to the above offered Quote. If this requirement is brought forth after the contract has been executed, then Customer agrees to pay for the added costs.

This contract constitutes the entire agreement between the parties and may not be modified except in writing by authorized representatives. This contract shall be construed under the laws of the State of Arizona.

ACCEPTANCE OF PROPOSED OFFER AND TERMS:

Printed Name: _____

Signature: _____

Title: _____

Date: _____

FTS Salesperson: _____

Signature: _____

Date: _____

WHP Response

3 messages

Rob Van Bibber <rob_vanbibber@trainingtowers.com>
To: dherman@rfd.org, info <info@trainingtowers.com>

Thu, Feb 1, 2024 at 9:02 AM

Good morning Chief Herman,

What is the tower made of?

We strictly deal with steel fixed towers as well as steel modular towers. We do not do anything with shipping containers or CMU/masonry. We can, however, utilize our burn liner in CMU/masonry buildings.

Respectfully,

Capt. Rob Van Bibber (Ret.)
WHP Trainingtowers™
National Sales Manager - Estimator

www.TrainingTowers.com
519 Duck Rd. | Grandview, MO 64030
Corp: 800-351-2525 | Direct: 913-343-1537 | Fax: 800-736-7594

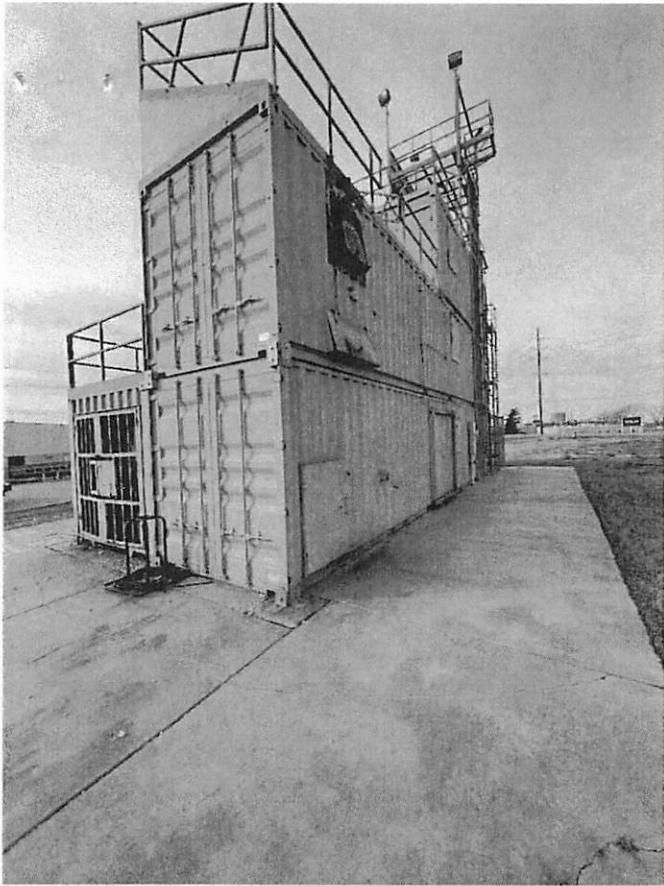


Follow Us on Social Media:



Dave Herman <dherman@rfd.org>
To: Rob Van Bibber <rob_vanbibber@trainingtowers.com>

Thu, Feb 1, 2024 at 2:11 PM



FIRE TRAINING STRUCTURES
(877) 269-8303
WWW.MODULES-UNIT.COM
10744 LINDA BLVD. ST. LOUIS, MO
63143-1000 A. CHRISTENSEN, LLC

[Quoted text hidden]

--

Dave Herman
Fire Chief
12641 Missouri Bottom Rd.

Hazelwood. MO 63042
314-291-6671
dherman@rfd.org

Rob Van Bibber <rob_vanbibber@trainingtowers.com>
To: Dave Herman <dherman@rfd.org>

Thu, Feb 1, 2024 at 2:17 PM

Good afternoon Chief Herman,

We do not work on containers, so I would recommend reaching out to FTS for the repairs.

Thank you for reaching out to WHP. but I am sorry I could not help you.

[Quoted text hidden]

[Quoted text hidden]

Training tower repair

6 messages

Dave Herman <dherman@rfd.org>
To: contact@aaicinc.com

Thu, Feb 1, 2024 at 9:03 AM

Do you or do you know who repairs training towers? we are in St. Louis County, MO
Thanks

--
Dave Herman
Fire Chief
12641 Missouri Bottom Rd.
Hazelwood, MO 63042
314-291-6671
dherman@rfd.org

Erin Morris <emorris@aaicinc.com>
To: Dave Herman <dherman@rfd.org>
Cc: Chad Morris <chadmorris@aaicinc.com>

Thu, Feb 1, 2024 at 4:48 PM

Chief Herman,

Would be happy to help. Can you provide me with a little more insight in exactly what you are needing repaired and I can try to help with a direction. Would this be at District House #2? Just trying to dig up some old files if that can help. Feel free to call to discuss.

Thanks,

Erin

L.E. Morris, LEED BD&C

Principal



established 1963

One Design Mesa | Collinsville, IL 62234 | p 618.345.1270-ext. 205 c 618.960.9144

710 N Second Street, Suite 520 | St. Louis, MO 63102 | p 314.588.1333

disclose, copy or distribute this transmission or take any action in reliance on it. If you received this in error, please notify us immediately by email at emorris@aaicinc.com, and dispose and delete this transaction. Thank you.

[Quoted text hidden]

Dave Herman <dherman@rfd.org>
To: Erin Morris <emorris@aaicinc.com>

Mon, Feb 12, 2024 at 1:04 PM

We need to see that it is certified for NFPA 1403 requirements for live burns.
The company that sold this to us came out last year and bid for
3 new fire doors
1 double door at existing garage door cutting prop
2 bluetooth capable temperature monitoring systems
Labor and equipment rental
They are from out of town and they are very expensive with traveling and all.
I would prefer to use local or nearby companies if at all possible
Below are pictures of the tower.
Thanks for your help

[Quoted text hidden]



IMG_0179.jpg
3673K

Dave Herman <dherman@rfd.org>
To: Erin Morris <emorris@aaicinc.com>

Mon, Feb 12, 2024 at 1:05 PM

On Thu, Feb 1, 2024 at 4:49 PM Erin Morris <emorris@aaicinc.com> wrote:

[Quoted text hidden]

[Quoted text hidden]



IMG_0180.jpg
3326K

Erin Morris <emorris@aaicinc.com>
To: Dave Herman <dherman@rfd.org>

Fri, Mar 1, 2024 at 2:41 PM

Chief,

Reached out to a few contacts and received a few names that could help out: Believe the Fire Props Unlimited can do the work, but not sure they can do the NFPA certification.

Quality Testing and Engineering

O'Fallon, IL

(618) 632-9900

(Can do NFPA welding)

Alex Kuhl

Fire Props Unlimited

Belleville, IL

(618) 310-4166

Brian Arnold

(405) 426-0023

Barnoldokc@gmail.com



[Quoted text hidden]

Dave Herman <dherman@rfd.org>
To: Erin Morris <emorris@aaicinc.com>

Mon, Mar 4, 2024 at 7:47 AM

Thanks for the info.

[Quoted text hidden]

repair Burn tower

1 message

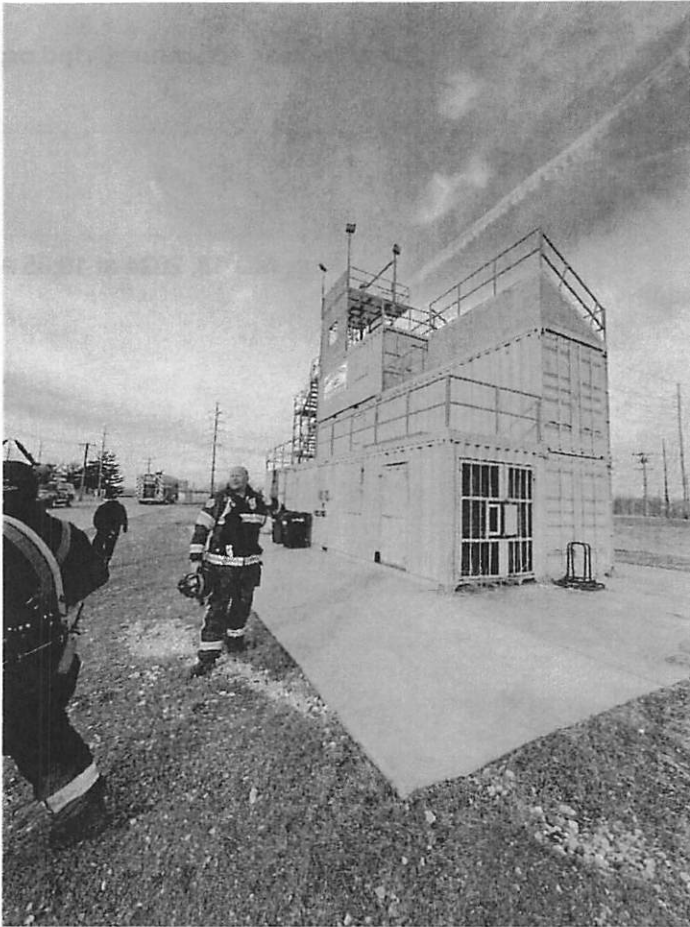
Fire Props Unlimited

Dave Herman <dherman@rfd.org>

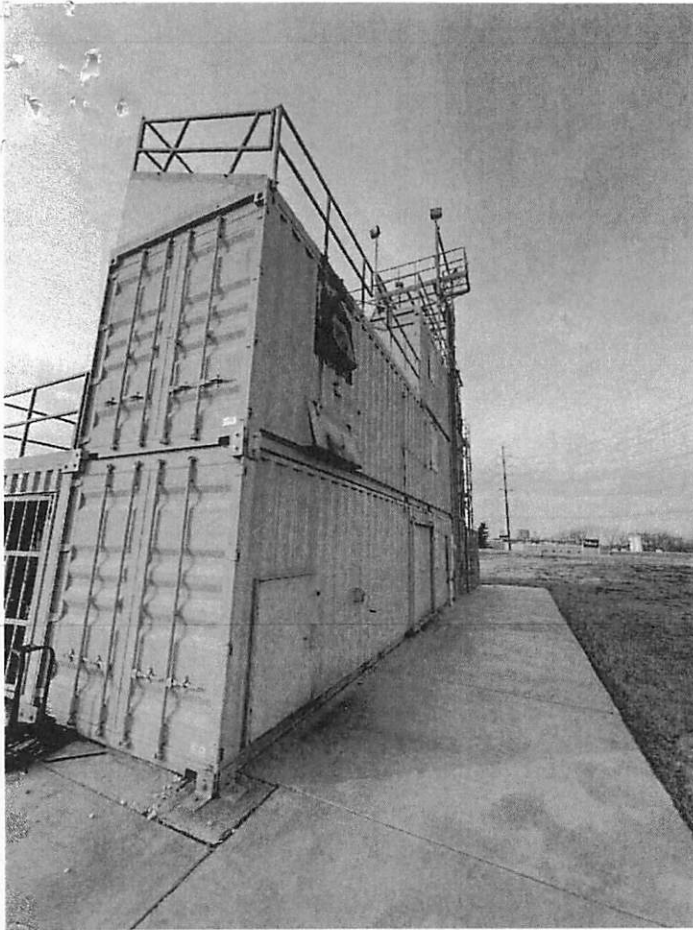
Mon, Mar 18, 2024 at 10:35 AM

To: "firepropsunlimited@gmail.com" <firepropsunlimited@gmail.com>

Spoke to them. 2 man operation
busy until next year. Unsure if they
can handle it.



[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page.]



Do you repair burn towers?

We need to see that it is certified for NFPA 1403 requirements for live burns.
The company that sold this to us came out last year and bid for
3 new fire doors
1 double door at existing garage door cutting prop
2 bluetooth capable temperature monitoring systems
Labor and equipment rental
They are from out of town and they are very expensive with traveling and all.

Below are pictures of the tower.
Thanks for your help

--
Dave Herman
Fire Chief
12641 Missouri Bottom Rd.
Hazelwood, MO 63042
314-291-6671
dherman@rfdpd.org

From

Weber Ford

INVOICE

To

Robertson Fire

Passed

Invoice # 0000001

Invoice Date 03/20/2024

Due Date 03/20/2024



Service	▼ diagnosis	120.00	2.00	240.00
Service	▼ labor to replace transmission	120.00	16.00	1920.00
Service	▼ labor to replace batteries	20.00	2.00	40.00
Service	▼ labor to replace and program tcm	120.00	3.00	360.00
Product	▼ part bxt 65 850 battery	179.95	2.00	359.90
Product	▼ part HC3Z 12B565 ABNP module trans	248.33	1.00	248.33
Product	▼ part hc3z 7000 e automatic trans	6798.67	1.00	6798.67

New Line

Notes

Requested estimate for 5017 mileage 100,368 for battery replacement, transmission replacement, and tcm replacement and programming.

Subtotal 9966.90

Total 9966.90

Amount Paid 0.00

Balance Due \$9966.90

From

Weber Ford

INVOICE

To

Robertson Fire

Invoice # 0000001

Invoice Date 03/20/2024

Due Date 03/20/2024



Service	▼ diagnosis	120.00	2.00	240.00
Service	▼ labor to replace transmission	120.00	16.00	1920.00
Service	▼ labor to replace batteries	20.00	2.00	40.00
Service	▼ labor to replace and program tcm	120.00	3.00	360.00
Product	▼ part bxt 65 850 battery	179.95	2.00	359.90
Product	▼ part HC3Z 12B565 ABNP module trans	248.33	1.00	248.33
Product	▼ part hc3z 7000 e automatic trans	6798.67	1.00	6798.67

New Line

Notes

Requested estimate for 5017 mileage 100,368 for battery replacement, transmission replacement, and tcm replacement and programming.

Subtotal	9966.90
Total	9966.90
Amount Paid	0.00
Balance Due	\$9966.90