MINUTES OF THE OPEN MEETING OF THE BOARD OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON DECEMBER EIGHTEENTH, TWO THOUSAND TWENTY-THREE

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 6:00pm on December 18, 2023. 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, Asst. Fire Chief
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 table the acceptance of the open and closed minutes of December 4, 2023, and December 12, 2023, 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 table paying 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.

OLD BUSINESS

Director Guyton discussed snow removal bids. Suzette said that a couple of the bids have not been submitted yet. Director Guyton suggested the issue be tabled for further review.

Director Field made a motion to table snow removal bids, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Chief Herman discussed the need for professional photographs to use for IDs, the website, and a photo board of all members. The bid from JHerin comes in at $75 per member.

Director Field made a motion to accept the bid from JHerin Photography for $3375.00, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Guyton read a letter of engagement from Joy McMillen with Lewis Rice LLC in order to help with mediation with the City of Hazelwood at $495 per hour.

Director Sieve made a motion to approve the letter of engagement from Joy McMillen with Lewis Rice LLC, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Guyton discussed a conflict-of-interest waiver for Jenna Lakamp at Tueth Keeney to join Armstrong Teasdale.

Director Field made a motion to approve the conflict-of-interest waiver for Jenna Lakamp at Tueth Keeney until December 18, 2023, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

Director Guyton discussed the purchase of a new Kandao camera because our last camera fell and broke. The situation is unsure whether or not the broken camera can be fixed.

Director Sieve made a motion reimburse Director Guyton for a new Kandao camera for $872.03 and a service package for $69.99, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton recused herself from voting.

NEW BUSINESS

Shop Steward Fisher discussed the District's current position regarding Labor Contract Negotiations. He requested additional time to review 2023-10.

Director Field made a motion to table all items under Labor Contract Negotiations, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

Director Guyton discussed the 2022 Pension Contribution approval. The numbers need to be sent to Sikich to be verified.

Director Sieve made a motion to table the 2022 Pension contribution, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

Chief Herman discussed the 2024 Budget.

Director Field read Resolution 2023-12: To Adopt the 2024 Annual Budget for the Robertson Fire Protection District.

Director Field made a motion to adopt Resolution 2023-12: To Adopt the 2024 Annual Budget for the Robertson Fire Protection District, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

Director Guyton discussed the 2023 VEBA contribution.

Director Sieve made a motion to make a $300.00 contribution for each employee for the 2023 VEBA contribution totaling $12,600.00, seconded by Director Field. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

CHIEF'S REPORT

Chief Herman requested the purchase of Knox Box Key Secure 6 for 5025, Inspector's vehicle, and reinstallation in 5002.

Director Field made a motion to table the purchase of Knox Box key holders for 5025, Inspector's vehicle, and reinstallation in 5002, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

ASSISTANT CHIEF'S REPORT

Assistant Chief Long gave an update on Lexipol. The primary working group will be meeting once a week.

MEDICAL OFFICER'S REPORT

Medical Officer Sievers requested to table the approval of a new Medical Director.

Director Field made a motion to table the approval of a new Medical Director, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye

ATTORNEY'S REPORT

District Attorney Martin announced the summary judgement on the case against former chief Todd Philips. The judge ruled in favor of the District.

Don Miner was served his lawsuit and retained the same lawyer as Maynard Howell.

SHOP STEWARD'S REPORT

Shop Steward Fisher was not prepared for the hearing regarding the grievance filed because of the change to the HRA contribution. He requested the issue be tabled until the next meeting. Director Sieve made a motion to table the hearing of the grievance regarding the change in the HRA payments, 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 special open meeting on December 28, 2023, at 5pm, 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.

Director Guyton announced a Regular open meeting on January 8, 2024, at 6pm, at 12641 Missouri Bottom Road, Hazelwood, Missouri.

CLOSED SESSION

Director Field made a motion to enter into closed session at 6:44pm 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 7:05pm, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

The Mayor and City Planner for the City of Hazelwood were at the meeting to discuss the pending legislation.

ADJOURNMENT

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

Meeting adjourned at 7:18pm.

President, Board of Directors

Secretary, Board of Directors

ROBERTSON FIRE PROTECTION DISTRICT

TENTATIVE AGENDA – OPEN BOARD MEETING DECEMBER 18th, 2023–6:00 P.M.

ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD

Zoom Link: https://zoom.us/j/96867330733?pwd=QTNpRGNJQ2xvZVdvWnBTbDRjblZLQT09

This meeting is being held in person and on Zoom.

1. CALL TO ORDER:
   a. Pledge of Allegiance

2. AMENDMENT AND/OR ADOPTION OF AGENDA

3. APPROVAL OF MEETING MINUTES—December 4 & December 12, 2023 Meeting Minutes

4. ACCOUNTS PAYABLE

5. PUBLIC Individuals who intended on speaking are required to sign in.

6. NEW BUSINESS
   a. Snow Removal Bids
   b. JHerin Photography Bid
   c. Letter of Engagement with Joy McMillen
   d. Conflict of Interest Waiver for Jenna Lakamp with Tueth
   e. Approval of New Kandao Camera

7. OLD BUSINESS
   a. Labor Contract Negotiations
      i. Collective Bargaining Agreement
      ii. Amendment A to Protocols Agreement
      iii. Resolution 2023-10: 2024 hourly pay increases
      iV. Resolution 2023-11: 2024 MOU Agreement & CBA
   b. 2022 Pension Contribution Approval
   c. 2024 Budget Approval: Resolution 2023-12
   d. 2023 VEBA Contributions Approval

8. CHIEF'S REPORT
   a. Know Box key holders for 5025 and 5007

9. ASSISTANT CHIEF'S REPORT
   a. Update on Lexipol

10. MEDICAL OFFICER'S REPORT
    a. Approval of Medical Director

11. ATTONERY'S REPORT
    a. Update to Don Miner & Todd Phillip's Case

12. SHOP STEWARD'S REPORT
    a. Hearing Before the Board
       i. November 27, 2023 Grievance—Health Reimburse Account (HRA) 2024 Changes

13. Upcoming Meetings: Closed Executive Session—TBD
    Regular Open Board Meeting—January 8th, 2023

14. 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. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTAIATIONS (610.021 (9)).

3. 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)).

15. ADJOURNMENT

Sign in sheet for Robertson Fire Protection Board meeting December 18, 2023. This is for COVID-19 tracking purposes. You must sign in if you are going to speak during the Public Comments portion of the Board Meeting. This is by the Fire District's Medical Control Officer.

Please print your name.

Name	Signature	Phone number or e-mail
[illegible]		
Matt Zimmerman		mdzimmerman@hazelwoodmo.org
Kelly Wa[illegible]		
Robert Smith		314 276 4400

PROPOSAL

JHerin Photography

104 Barleystone Drive
St. Charles, MO 63304

December 2023

Roberston Fire Protection Dist. - Photography Services

Photography services for individual headshots for the district includes:

- *backdrop set up (gray or blue)*
- *option to view images after taken*
- *three scheduled dates to accommodate all shifts*
- *one scheduled make-up date*
- *district will receive all edited high-resolution images*
- *district will receive all copyrights to images*
- *district will receive photos in digital format, labeled by employee's last name*
- *photos can be retouched (within reason)*

Potential number of employees: 45
x $75/per employee
= $3,375

314-452-8349 JHERIN PHOTOGRAPHY kpherin@yahoo.com

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December 5, 2023

VIA EMAIL ONLY

Robertson Fire Protection District
c/o Jennifer Guyton, Chairman
12641 Missouri Bottom Rd.
Hazelwood, MO 63042
jguyton@rfpd.org

Re: Engagement for Mediation Consultation/Limited Scope of Representation

Dear Ms. Guyton:

Thank you for selecting me and my law firm (collectively, the "Firm") to provide legal advice and assistance to the Robertson Fire Protection District (the "District") and its current counsel of record, James Layton (the "District's Counsel"), in the context of mediation discussions being had between the District and the City of Hazelwood in potential resolution of claims and defenses filed in the litigation styled Robertson Fire Protection District, et al. v. City of Hazelwood, et al., Cause No. 18SL-CC00749, in the Circuit Court of St. Louis County, Missouri (the "Pending Suit"). The Firm's scope of representation of the District is limited to a consultative role to the District and the District's Counsel for purposes of ongoing mediation discussions between the District and the City of Hazelwood. The Firm is not being engaged to enter its appearance on behalf of, or otherwise represent the District in the Pending Suit, or provide legal advice concerning any of the claims or defenses filed therein.

495.00 JG

I will be the primary attorney responsible for handling this limited engagement. My billing rate for this engagement is ~~$575.00~~ per hour. Our fees for this representation will be based upon the amount of time spent on this matter (charged in increments of one-tenth of any hour). Attached hereto and incorporated herein by reference as part hereof is *Lewis Rice LLC's Statement of Engagement Terms for Legal Services*, which addresses and contains the Firm's standard terms of engagement.

I believe this engagement letter and the accompanying statement fairly contain the details of our agreement. Please let me know if you have any questions or concerns about this letter. If you do not, please sign this letter herein below, indicating the District agrees with all of the terms and conditions set forth herein and in the attachment, and return this letter duly executed by you, along with a copy of the Board resolution and accompanying minutes authorizing this engagement. Thanks.

Very truly yours,

Joy D. McMillen

ACCEPTED AND AGREED BY:

By: _____
Jennifer Guyton, District Chairman 12/18/23

LEWIS RICE LLC

STATEMENT OF ENGAGEMENT TERMS FOR LEGAL SERVICES

INTRODUCTION

Lewis Rice LLC is pleased to have the opportunity to serve as your legal counsel. Our Firm is a full-service law firm. We have experience in a broad range of legal areas and a varied clientele. The Firm is organized into departments according to areas of legal practice and into practice groups drawn from appropriate departments. We are committed to providing quality legal services to our clients consistent with our ethical and legal obligations as attorneys. To do so, however, we must have the complete and timely cooperation of our clients.

This statement contains our standard terms of engagement for legal services. It must accompany an engagement letter titled "Engagement Letter for Legal Services" in which our Firm specifically agrees with you concerning employment. In this statement and in the engagement letter, the pronoun "you" means only the person(s) or entity(ies) specifically identified in the engagement letter as our client(s) and does not include any other persons or entities having any relationship or affiliation whatsoever with the person(s) or entity(ies) identified as our client. All of the terms in this statement may not by their nature be applicable to a given engagement, or they may be supplemented or varied by the engagement letter. However, any change in the terms in this statement or in the engagement letter must be by written agreement. The engagement letter and this statement together set out the contractual terms of our employment on your behalf. Please carefully read both of them.

LEGAL SERVICES

Specific legal services that we will perform on your behalf are set forth in the engagement letter. It is important that we each understand the scope of the Firm's undertakings. In addition, it is important to understand that nothing in this statement or in the engagement letter constitutes or is to be construed as a representation, promise or guarantee on our part concerning the outcome of any matter or recommended course of action. Any statements or expressions by us during the course of our representation concerning a matter or its outcome are opinions only based on applicable facts known to us at the time and the state of the then current applicable laws. Please do not entertain any unrealistic expectations of obtaining a specific result. We have made no warranties or guarantees about a particular outcome or result. However, our objective is to help you achieve in every ethical and legal way we can the best result that a strong effort, the law and the facts will permit.

NO THIRD PARTY BENEFIT

Nothing herein is intended to create any benefit for a third party, including, but not limited to, any directors, officers, shareholders, members, employees or affiliates of the Client(s). The attorney-client relationship that is the subject of this document and the accompanying Engagement Letter for Legal Services would, if created, exist only between the Firm and the undersigned

Client(s) unless otherwise expressly specified. A third person or entity who is not named herein as the "Client(s)" has no legal right to claim that this Firm owes it/them any duty or obligation as a result of the execution of this document. The Firm's only duty of representation is to the Client(s) named herein and that duty arises only when the attorney-client relationship is established in conformity with the terms of this document.

The Client(s) named herein understands that he/she/it should not say or do anything that might lead a third party to believe that this Firm is representing the interests of the third party. Whatever legal advice is given to the Client(s) by the Firm is intended for the benefit and use of the Client(s) only.

STAFFING

Normally, one attorney (in most cases the attorney initially contacted by you) will have overall responsibility for the engagement and will be your primary contact with the Firm. Other Firm attorneys, including attorneys having special expertise in given areas, and legal assistants may perform work on your behalf so as to provide services in the most timely and effective manner. Professionals working on a matter will confer as required. On complex matters, and frequently on matters involving litigation, we will work in teams. Questions or concerns regarding terms of engagement, staffing, our work or any other matters should be discussed with the primary attorney. If you are not comfortable in doing so or if you desire to change your primary attorney, you should contact the Practice Group head, the Department Chairman or the Chairman of the Firm.

LEGAL FEES AND EXPENSES

Fees. Our fees for legal services are normally based on the amount of time spent on a matter (charged in increments of one-tenth of an hour) and the hourly rate of each professional performing services. Charges for legal services also may be based on criteria in addition to, or other than, hourly rates. Such factors may include the novelty, complexity and size of a matter or undertaking, the legal skill required to perform the particular assignment, the results obtained, the amounts of money or property involved, the time limitations or other circumstances placed on us by the client, the inability to work on other matters in order to devote time to the client, the extent to which office procedures and methods developed by us contribute to a product, the enhanced risk we assume in rendering a required legal opinion to or for the benefit of a third party and/or the fee customarily charged by comparable firms for similar legal services. The method of charging for legal services normally will be stated in the engagement letter. It is not our customary policy to perform legal services on a contingent fee basis. In some situations, we may consider a contingent fee arrangement; however, to be binding, any such agreement by us must clearly be stated in the engagement letter.

Hourly rates for attorneys and legal assistants are based on levels of experience and expertise and areas of practice. Hourly rates are determined periodically and may increase without notice. Hourly rates are available upon request. The engagement letter may set out a range of current rates or the current rates of professionals expected to provide services. The fees and costs related to this matter are not predictable. Unless otherwise clearly stated in the engagement letter as a fixed or maximum amount, we have made no commitment to you concerning the maximum

amount of fees and costs that will be necessary to resolve or complete this matter. Any discussion of fees and costs that we may have had represents only an estimate of such fees and costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter since we cannot guarantee any particular result or forecast the outcome of a legal matter with precision. The actual amount of fee may vary substantially since, in many situations, we cannot control the amount of professional time required of us.

Expenses. You are required to pay expenses and out-of-pocket costs (collectively "expenses") incurred on your behalf. We incur out-of-pocket expenses as your agent. You may be required to pay expenses in advance, either directly to the vendor or to us. Normally we will advance moderate expenses. We will not incur any major expenses without first discussing them with you. Depending on the nature of the matter, expenses which may be incurred include (but are not limited to) charges for long distance telephone, facsimile, courier, express and messenger services, mailings other than normal correspondence, telecopy, printing, photocopying, service of legal documents, filing fees, recording charges, depositions, transcripts, witness fees, computer research, use of experts, consultants and outside legal counsel, travel expenses and mileage.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the attorney-client privilege and work product protection afforded to services that an attorney requests from third parties, in certain situations, our Firm, with your consent, may assume responsibility for retaining the appropriate service providers. You, however, will be responsible for paying all fees and expenses of third party service providers who render services for your benefit.

Billing. Unless other arrangements are made in the engagement letter, you will be billed monthly for legal services and expenses. Bills are due on receipt. In instances in which we represent more than one person with respect to a particular matter, each person that we represent is jointly and severally responsible for payment of our fees with respect to the subject of the representation. Our invoices typically contain a concise summary of each matter for which legal services were rendered and the associated fee that was charged for those services. Payments are applied first to expenses and then to legal fees. Clients are required to pay any costs and fees incurred by us, including reasonable outside attorneys' fees, in collecting amounts due us.

Retainer. New clients normally are required to deposit a retainer with the Firm. Retainers may also be required of a client at the outset or during the course of our representation in certain circumstances, such as where additional legal services are requested, where the Firm will be required to provide a substantial amount of work in a relatively short period of time or to incur substantial expenses, in litigation or arbitration matters, or if a client fails to pay invoices in a timely manner. Retainers are held as security for payment of amounts due the Firm and may be applied against billings. Retainers must be reinstated when depleted. Billings will describe applications of the retainer to fees or expenses. If a retainer is not paid as required, we reserve the right to withdraw from the representation subject to any applicable court rules and the rules of professional responsibility. Any balance, after payment of our billed and unbilled fees and expenses, remaining on termination of our representation will be returned to the client. Retainer arrangements will be set out in the engagement letter.

Pursuant to rules of the Missouri Supreme Court, retainers and other deposits of clients are placed in a special bank account maintained by the Firm that bears interest payable to the Missouri Bar Lawyer Trust Account Program. Trust monies are used to fund public programs approved by the Supreme Court. Depending on the size, duration and transaction costs, a separate account can be arranged with interest accruing to the client.

DATA PRIVACY

Duty of Confidentiality and Attorney-Client Privilege. If provisions within this "Data Privacy" section conflict with the Firm's duty of confidentiality under the attorney-client privilege, the Firm will defer to that duty of confidentiality under the attorney-client privilege.

Use of Cloud and Other Third Party Services for the Storage and Processing of Data. The Firm may utilize third party service providers (including those that offer "cloud" services) in order to facilitate the provision of legal services generally described herein and in the attached Engagement Letter for Legal Services, in accordance with data protection standards required by law applicable to the Firm's provision of legal services to you. If you require the Firm to use a specific consumer-grade cloud storage provider for the storage, sharing, or exchange of documents or information generated or used in the course of a specific engagement, the Firm assumes no responsibility for the security of the data or the provider's security standards. Note that the Firm may provide its own secure, encrypted file transfer system, as well as a secure extranet, to facilitate the storage and sharing of information between you and the Firm.

Data Protection and International Data Transfer. The Firm controls or processes personal data provided to the Firm by you in accordance with data protection standards required by law applicable to the Firm's provision of legal services generally described herein and in the attached Engagement Letter for Legal Services. The Firm implements appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to, that personal data. If in the course of providing legal services generally described herein and in the attached Engagement Letter for Legal Services to you, personal data[1] (if any) with respect to persons in the European Economic Area ("EEA") or the United Kingdom ("U.K.") is provided by you to the Firm, the Standard Contractual Clauses[2] are hereby incorporated into this Statement of Engagement Terms for Legal Services, and the Firm may use other measures to address cross-border data transfer restrictions in

[1] This may include, but is not necessarily limited to: first and last names; address and past addresses; phone number; email address; date of birth and/or age; date of death; sex/gender, ethnicity and/or race; credit card information; IP address; non-academic titles, academic qualifications, and academic titles; firm/business/employer name, organizational titles, and departments; occupation; work experience, including job titles, company names, and dates of employment; education and education degree(s), including, majors, minors and dates of school attendance; veteran status; voluntary self-identification of disability; financial information, such as that which could be used to process invoices and payments; and any other information that might be used to identify you by another person.

[2] Standard Contract Clauses mean the standard contractual clauses approved by the European Commission under Regulation EU 2016/679 as offering sufficient safeguards on data protection for personal data to be transferred internationally, as the same may be amended form time to time by the European Union or a Member State.

data protection laws. You and the Firm hereby enter into the Standard Contractual Clauses in respect of any transfer of any personal data to any country outside of the EEA or U.K. The Standard Contractual Clauses shall automatically come into effect with regard to the personal data so transferred upon the commencement of the relevant transfer.

California Consumer Privacy Act – Service Provider.

If in the course of providing legal services generally described herein and in the attached Engagement Letter for Legal Services to you, personal information[3] with respect to California residents is provided by you to the Firm, the Firm may be a "service provider" to you under the California Consumer Privacy Act of 2018 ("CCPA") (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General. As a "service provider," the Firm will only collect, use, retain, or disclose personal information for the Firm's provision of legal services to you, generally described herein and in the attached Engagement Letter for Legal Services (hereinafter referred to in this section as "legal services"), for which you provide or permit personal information access. The Firm will not collect, use, retain, disclose, sell, or otherwise make personal information available for the Firm's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Firm to disclose personal information for a purpose unrelated to the Firm's provision of legal services to you, the Firm will first inform you of the legal requirement and give you an opportunity to object or challenge the requirement, unless the law or attorney-client privilege prohibits such notice. The Firm will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the provision of legal services to you or another compatible operational purpose. To the extent legally permitted and in compliance with applicable law, the Firm will promptly comply with any request or instruction from you requiring the Firm to provide, amend, transfer, or delete personal information, or to stop, mitigate, or remedy any unauthorized processing. If the provision of legal services to you requires the collection of personal information from individuals on your behalf, the Firm will provide a CCPA-compliant notice addressing use and collection methods that you specifically pre-approve in writing. The Firm will not modify or alter the notice in any way without your prior written consent.

To the extent legally permitted, the Firm may aggregate, deidentify, or anonymize personal information so it no longer meets the personal information definition by acceptable methods, and may use such aggregated, deidentified, or anonymized data for a permitted use purpose. The Firm will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized

[3] This may include, but is not necessarily limited to: identifiers (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers); personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (e.g., a name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information); protected classification characteristics under California or federal law; internet or other similar network activity; professional or employment-related information; and inferences drawn from other personal information.

data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

The Firm will reasonably cooperate and assist you with meeting your CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Firm's processing and the information available to the Firm. The Firm will notify you if it receives any complaint, notice, or communication that directly relates to your compliance with the CCPA. Specifically, the Firm may notify you, if it receives a verifiable consumer request under the CCPA, if the Firm deems notification would be appropriate (i.e., attorney-client privilege does not prevent notification).

CLIENT RESPONSIBILITIES

The Firm will provide the legal services generally described herein and in the attached Engagement Letter for Legal Services. By your execution of this Statement of Engagement Terms for Legal Services, you agree to provide us with such cooperation and truthful and accurate factual information and materials as we require to perform legal services on your behalf. Failure to disclose material facts to us truthfully and accurately and/or to cooperate with us or otherwise fulfill the terms of our engagement may lead to our decision to withdraw from the representation. It is understood and agreed that you will not oppose such a decision if it is made. It is also understood that you are not relying on us for business, investment, financial or accounting advice or to investigate the character or credit of persons with whom you may be dealing unless specifically requested and agreed to by the Firm. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You are encouraged to request information pertaining to the subject of the representation at any time. By your execution of this Statement of Engagement Terms for Legal Services, you also agree to make any personnel available, as necessary, to assist us in gathering accurate information and/or documentation and to notify us of any corporate mergers and/or acquisitions that might implicate our Firm's ability to continue representing you.

TERMINATION

We consider the attorney-client relationship between us to be terminated upon completion of the specific services we have been retained to perform, as described in the engagement letter. We have no continuing obligation to advise you about any future legal developments after termination. Subsequent representation pursuant to an additional engagement letter may reestablish the relationship.

In addition, you may terminate our representation at any time. We also reserve the right to terminate our representation if you fail to pay your account, including any retainer amount, in a timely manner, or if you fail to cooperate with us or to follow our advice, or under any other circumstances as may be specified in the engagement letter or which constitute a breach on your part of our agreement, or as may otherwise be permitted or required of us by applicable rules of professional responsibility. You will remain responsible for payment of our fees and expenses (billed and unbilled) incurred prior to the date of termination. In the event that any court of

competent jurisdiction refuses to permit the Firm to withdraw upon termination, you remain responsible for the payment of all fees and costs.

RETURN OF CLIENT RECORDS

During the course of our representation of you, you may be asked to provide us with various documents. We will hold these records for you during the pendency of our representation of you and for six months thereafter. We will retain the balance of your file for seven (7) years. It is your responsibility, however, to secure the return of your records, if desired.

CHOICE OF FORUM/CHOICE OF LAW

In consideration of the Firm's agreement to represent you, you agree that the validity and effect of this Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Missouri, without regard to principles of conflicts of laws, and you agree to submit to the personal jurisdiction of Missouri courts in connection with the contractual relationship embodied in this Statement of Engagement Terms for Legal Services. The Client(s) and Firm (the "Parties") hereby submit to the exclusive jurisdiction of any federal and/or state court sitting in the City of St. Louis, Missouri or St. Louis County, Missouri for the purpose of any action arising out of or relating to this agreement and agree that all such actions shall be heard and determined in such Missouri federal and/or state courts. Each of the Parties hereby irrevocably waives, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of any action in the City of St. Louis, Missouri or St. Louis County, Missouri.

COMMUNICATION

We believe clients and attorneys are best served by having arrangements for representation understood and agreed to in advance. We should be contacted immediately if there are any questions concerning our arrangements as set out in this statement and in the engagement letter. Additionally, you are encouraged to communicate with us concerning any questions you may have during the course of our representation or in connection with our billings.

The Client(s) and the Firm may, during the course of this engagement, exchange information, convey documentation and otherwise communicate electronically with one another and, from time to time, with third parties in furtherance of the purposes of this engagement. For purposes of this provision, electronic communications include, but are not limited to, internet e-mail, instant messaging, facsimile and wireless communications. By your execution of this Statement of Engagement Terms for Legal Services, you acknowledge that electronic communication of this sort may not be a secure method of communication, that such electronic communications may be copied and held by various computers through which they pass during transmission and that persons not participating in such communications may intercept them by improperly accessing computers through which they are transmitted. You further acknowledge that neither party has control over the performance, reliability, availability or security of any such electronic communications. Consequently, the Firm will not be liable to you for any loss, damage, expense, harm or inconvenience resulting from the unintentional loss, delay, disclosure,

interception, corruption and/or alteration of any electronic communication. In the event you object to the use by the Firm of any form of electronic communication, please advise the Firm in writing at your earliest convenience.

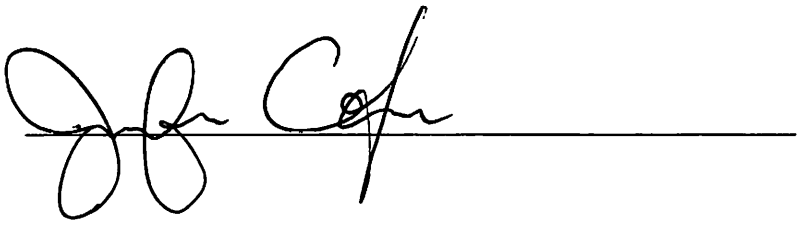
Please read this Statement of Engagement Terms for Legal Services carefully. Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any term is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

This Statement of Engagement Terms for Legal Services and the attached Engagement Letter for Legal Services contain the entire agreement between you and the Firm. There are no other agreements and/or understandings stated or implied. It is understood and agreed that any changes, modifications or alterations to these terms of engagement shall be in writing and executed by you and the Firm.

If you have any questions, please feel free to call us. If you agree to our representation on the terms described herein, please sign below and return this document and the attached Engagement Letter for Legal Services to us at your earliest convenience.

By signing and returning of a copy of this document to us, together with any requested retainer fee, you authorize us to undertake your representation.

ACCEPTED AND AGREED TO ON THIS DATE:



Date: 12/18/2023

LEWIS RICE LLC

Joy D. McMillen

jmcmillen@lewisrice.com
314.444.7703 *(direct)*
314.612.7703 *(fax)*

Attorneys at Law

600 Washington Avenue
Suite 2500
St. Louis, Missouri 63101

www.lewisrice.com

December 5, 2023

VIA EMAIL ONLY

Robertson Fire Protection District
c/o Jennifer Guyton, Chairman
12641 Missouri Bottom Rd.
Hazelwood, MO 63042
jguyton@rfpd.org

Re: Engagement for Mediation Consultation/Limited Scope of Representation

Dear Ms. Guyton:

Thank you for selecting me and my law firm (collectively, the "Firm") to provide legal advice and assistance to the Robertson Fire Protection District (the "District") and its current counsel of record, James Layton (the "District's Counsel"), in the context of mediation discussions being had between the District and the City of Hazelwood in potential resolution of claims and defenses filed in the litigation styled Robertson Fire Protection District, et al. v. City of Hazelwood, et al., Cause No. 18SL-CC00749, in the Circuit Court of St. Louis County, Missouri (the "Pending Suit"). The Firm's scope of representation of the District is limited to a consultative role to the District and the District's Counsel for purposes of ongoing mediation discussions between the District and the City of Hazelwood. The Firm is not being engaged to enter its appearance on behalf of, or otherwise represent the District in the Pending Suit, or provide legal advice concerning any of the claims or defenses filed therein.

I will be the primary attorney responsible for handling this limited engagement. My billing rate for this engagement is $575.00 per hour. Our fees for this representation will be based upon the amount of time spent on this matter (charged in increments of one-tenth of any hour). Attached hereto and incorporated herein by reference as part hereof is *Lewis Rice LLC's Statement of Engagement Terms for Legal Services*, which addresses and contains the Firm's standard terms of engagement.

I believe this engagement letter and the accompanying statement fairly contain the details of our agreement. Please let me know if you have any questions or concerns about this letter. If you do not, please sign this letter herein below, indicating the District agrees with all of the terms and conditions set forth herein and in the attachment, and return this letter duly executed by you, along with a copy of the Board resolution and accompanying minutes authorizing this engagement. Thanks.

Very truly yours,

Joy D. McMillen

ACCEPTED AND AGREED BY:

By:_____
Jennifer Guyton, District Chairman

LEWIS RICE LLC

STATEMENT OF ENGAGEMENT TERMS FOR LEGAL SERVICES

INTRODUCTION

Lewis Rice LLC is pleased to have the opportunity to serve as your legal counsel. Our Firm is a full-service law firm. We have experience in a broad range of legal areas and a varied clientele. The Firm is organized into departments according to areas of legal practice and into practice groups drawn from appropriate departments. We are committed to providing quality legal services to our clients consistent with our ethical and legal obligations as attorneys. To do so, however, we must have the complete and timely cooperation of our clients.

This statement contains our standard terms of engagement for legal services. It must accompany an engagement letter titled "Engagement Letter for Legal Services" in which our Firm specifically agrees with you concerning employment. In this statement and in the engagement letter, the pronoun "you" means only the person(s) or entity(ies) specifically identified in the engagement letter as our client(s) and does not include any other persons or entities having any relationship or affiliation whatsoever with the person(s) or entity(ies) identified as our client. All of the terms in this statement may not by their nature be applicable to a given engagement, or they may be supplemented or varied by the engagement letter. However, any change in the terms in this statement or in the engagement letter must be by written agreement. The engagement letter and this statement together set out the contractual terms of our employment on your behalf. Please carefully read both of them.

LEGAL SERVICES

Specific legal services that we will perform on your behalf are set forth in the engagement letter. It is important that we each understand the scope of the Firm's undertakings. In addition, it is important to understand that nothing in this statement or in the engagement letter constitutes or is to be construed as a representation, promise or guarantee on our part concerning the outcome of any matter or recommended course of action. Any statements or expressions by us during the course of our representation concerning a matter or its outcome are opinions only based on applicable facts known to us at the time and the state of the then current applicable laws. Please do not entertain any unrealistic expectations of obtaining a specific result. We have made no warranties or guarantees about a particular outcome or result. However, our objective is to help you achieve in every ethical and legal way we can the best result that a strong effort, the law and the facts will permit.

NO THIRD PARTY BENEFIT

Nothing herein is intended to create any benefit for a third party, including, but not limited to, any directors, officers, shareholders, members, employees or affiliates of the Client(s). The attorney-client relationship that is the subject of this document and the accompanying Engagement Letter for Legal Services would, if created, exist only between the Firm and the undersigned

Client(s) unless otherwise expressly specified. A third person or entity who is not named herein as the "Client(s)" has no legal right to claim that this Firm owes it/them any duty or obligation as a result of the execution of this document. The Firm's only duty of representation is to the Client(s) named herein and that duty arises only when the attorney-client relationship is established in conformity with the terms of this document.

The Client(s) named herein understands that he/she/it should not say or do anything that might lead a third party to believe that this Firm is representing the interests of the third party. Whatever legal advice is given to the Client(s) by the Firm is intended for the benefit and use of the Client(s) only.

STAFFING

Normally, one attorney (in most cases the attorney initially contacted by you) will have overall responsibility for the engagement and will be your primary contact with the Firm. Other Firm attorneys, including attorneys having special expertise in given areas, and legal assistants may perform work on your behalf so as to provide services in the most timely and effective manner. Professionals working on a matter will confer as required. On complex matters, and frequently on matters involving litigation, we will work in teams. Questions or concerns regarding terms of engagement, staffing, our work or any other matters should be discussed with the primary attorney. If you are not comfortable in doing so or if you desire to change your primary attorney, you should contact the Practice Group head, the Department Chairman or the Chairman of the Firm.

LEGAL FEES AND EXPENSES

Fees. Our fees for legal services are normally based on the amount of time spent on a matter (charged in increments of one-tenth of an hour) and the hourly rate of each professional performing services. Charges for legal services also may be based on criteria in addition to, or other than, hourly rates. Such factors may include the novelty, complexity and size of a matter or undertaking, the legal skill required to perform the particular assignment, the results obtained, the amounts of money or property involved, the time limitations or other circumstances placed on us by the client, the inability to work on other matters in order to devote time to the client, the extent to which office procedures and methods developed by us contribute to a product, the enhanced risk we assume in rendering a required legal opinion to or for the benefit of a third party and/or the fee customarily charged by comparable firms for similar legal services. The method of charging for legal services normally will be stated in the engagement letter. It is not our customary policy to perform legal services on a contingent fee basis. In some situations, we may consider a contingent fee arrangement; however, to be binding, any such agreement by us must clearly be stated in the engagement letter.

Hourly rates for attorneys and legal assistants are based on levels of experience and expertise and areas of practice. Hourly rates are determined periodically and may increase without notice. Hourly rates are available upon request. The engagement letter may set out a range of current rates or the current rates of professionals expected to provide services. The fees and costs related to this matter are not predictable. Unless otherwise clearly stated in the engagement letter as a fixed or maximum amount, we have made no commitment to you concerning the maximum

amount of fees and costs that will be necessary to resolve or complete this matter. Any discussion of fees and costs that we may have had represents only an estimate of such fees and costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter since we cannot guarantee any particular result or forecast the outcome of a legal matter with precision. The actual amount of fee may vary substantially since, in many situations, we cannot control the amount of professional time required of us.

Expenses. You are required to pay expenses and out-of-pocket costs (collectively "expenses") incurred on your behalf. We incur out-of-pocket expenses as your agent. You may be required to pay expenses in advance, either directly to the vendor or to us. Normally we will advance moderate expenses. We will not incur any major expenses without first discussing them with you. Depending on the nature of the matter, expenses which may be incurred include (but are not limited to) charges for long distance telephone, facsimile, courier, express and messenger services, mailings other than normal correspondence, telecopy, printing, photocopying, service of legal documents, filing fees, recording charges, depositions, transcripts, witness fees, computer research, use of experts, consultants and outside legal counsel, travel expenses and mileage.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include consulting or testifying experts, investigators, providers of computerized litigation support and court reporters. Because of the attorney-client privilege and work product protection afforded to services that an attorney requests from third parties, in certain situations, our Firm, with your consent, may assume responsibility for retaining the appropriate service providers. You, however, will be responsible for paying all fees and expenses of third party service providers who render services for your benefit.

Billing. Unless other arrangements are made in the engagement letter, you will be billed monthly for legal services and expenses. Bills are due on receipt. In instances in which we represent more than one person with respect to a particular matter, each person that we represent is jointly and severally responsible for payment of our fees with respect to the subject of the representation. Our invoices typically contain a concise summary of each matter for which legal services were rendered and the associated fee that was charged for those services. Payments are applied first to expenses and then to legal fees. Clients are required to pay any costs and fees incurred by us, including reasonable outside attorneys' fees, in collecting amounts due us.

Retainer. New clients normally are required to deposit a retainer with the Firm. Retainers may also be required of a client at the outset or during the course of our representation in certain circumstances, such as where additional legal services are requested, where the Firm will be required to provide a substantial amount of work in a relatively short period of time or to incur substantial expenses, in litigation or arbitration matters, or if a client fails to pay invoices in a timely manner. Retainers are held as security for payment of amounts due the Firm and may be applied against billings. Retainers must be reinstated when depleted. Billings will describe applications of the retainer to fees or expenses. If a retainer is not paid as required, we reserve the right to withdraw from the representation subject to any applicable court rules and the rules of professional responsibility. Any balance, after payment of our billed and unbilled fees and expenses, remaining on termination of our representation will be returned to the client. Retainer arrangements will be set out in the engagement letter.

Pursuant to rules of the Missouri Supreme Court, retainers and other deposits of clients are placed in a special bank account maintained by the Firm that bears interest payable to the Missouri Bar Lawyer Trust Account Program. Trust monies are used to fund public programs approved by the Supreme Court. Depending on the size, duration and transaction costs, a separate account can be arranged with interest accruing to the client.

DATA PRIVACY

Duty of Confidentiality and Attorney-Client Privilege. If provisions within this "Data Privacy" section conflict with the Firm's duty of confidentiality under the attorney-client privilege, the Firm will defer to that duty of confidentiality under the attorney-client privilege.

Use of Cloud and Other Third Party Services for the Storage and Processing of Data. The Firm may utilize third party service providers (including those that offer "cloud" services) in order to facilitate the provision of legal services generally described herein and in the attached Engagement Letter for Legal Services, in accordance with data protection standards required by law applicable to the Firm's provision of legal services to you. If you require the Firm to use a specific consumer-grade cloud storage provider for the storage, sharing, or exchange of documents or information generated or used in the course of a specific engagement, the Firm assumes no responsibility for the security of the data or the provider's security standards. Note that the Firm may provide its own secure, encrypted file transfer system, as well as a secure extranet, to facilitate the storage and sharing of information between you and the Firm.

Data Protection and International Data Transfer. The Firm controls or processes personal data provided to the Firm by you in accordance with data protection standards required by law applicable to the Firm's provision of legal services generally described herein and in the attached Engagement Letter for Legal Services. The Firm implements appropriate technical and organizational security measures to protect against unauthorized or unlawful processing of that personal data and against accidental loss of, or damage to, that personal data. If in the course of providing legal services generally described herein and in the attached Engagement Letter for Legal Services to you, personal data[1] (if any) with respect to persons in the European Economic Area ("EEA") or the United Kingdom ("U.K.") is provided by you to the Firm, the Standard Contractual Clauses[2] are hereby incorporated into this Statement of Engagement Terms for Legal Services, and the Firm may use other measures to address cross-border data transfer restrictions in

[1] This may include, but is not necessarily limited to: first and last names; address and past addresses; phone number; email address; date of birth and/or age; date of death; sex/gender, ethnicity and/or race; credit card information; IP address; non-academic titles, academic qualifications, and academic titles; firm/business/employer name, organizational titles, and departments; occupation; work experience, including job titles, company names, and dates of employment; education and education degree(s), including, majors, minors and dates of school attendance; veteran status; voluntary self-identification of disability; financial information, such as that which could be used to process invoices and payments; and any other information that might be used to identify you by another person.

[2] Standard Contract Clauses mean the standard contractual clauses approved by the European Commission under Regulation EU 2016/679 as offering sufficient safeguards on data protection for personal data to be transferred internationally, as the same may be amended form time to time by the European Union or a Member State.

data protection laws. You and the Firm hereby enter into the Standard Contractual Clauses in respect of any transfer of any personal data to any country outside of the EEA or U.K. The Standard Contractual Clauses shall automatically come into effect with regard to the personal data so transferred upon the commencement of the relevant transfer.

California Consumer Privacy Act – Service Provider.

If in the course of providing legal services generally described herein and in the attached Engagement Letter for Legal Services to you, personal information[3] with respect to California residents is provided by you to the Firm, the Firm may be a "service provider" to you under the California Consumer Privacy Act of 2018 ("CCPA") (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General. As a "service provider," the Firm will only collect, use, retain, or disclose personal information for the Firm's provision of legal services to you, generally described herein and in the attached Engagement Letter for Legal Services (hereinafter referred to in this section as "legal services"), for which you provide or permit personal information access. The Firm will not collect, use, retain, disclose, sell, or otherwise make personal information available for the Firm's own commercial purposes or in a way that does not comply with the CCPA. If a law requires the Firm to disclose personal information for a purpose unrelated to the Firm's provision of legal services to you, the Firm will first inform you of the legal requirement and give you an opportunity to object or challenge the requirement, unless the law or attorney-client privilege prohibits such notice. The Firm will limit personal information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the provision of legal services to you or another compatible operational purpose. To the extent legally permitted and in compliance with applicable law, the Firm will promptly comply with any request or instruction from you requiring the Firm to provide, amend, transfer, or delete personal information, or to stop, mitigate, or remedy any unauthorized processing. If the provision of legal services to you requires the collection of personal information from individuals on your behalf, the Firm will provide a CCPA-compliant notice addressing use and collection methods that you specifically pre-approve in writing. The Firm will not modify or alter the notice in any way without your prior written consent.

To the extent legally permitted, the Firm may aggregate, deidentify, or anonymize personal information so it no longer meets the personal information definition by acceptable methods, and may use such aggregated, deidentified, or anonymized data for a permitted use purpose. The Firm will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized

[3] This may include, but is not necessarily limited to: identifiers (e.g., a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers); personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)) (e.g., a name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information); protected classification characteristics under California or federal law; internet or other similar network activity; professional or employment-related information; and inferences drawn from other personal information.

data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

The Firm will reasonably cooperate and assist you with meeting your CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of the Firm's processing and the information available to the Firm. The Firm will notify you if it receives any complaint, notice, or communication that directly relates to your compliance with the CCPA. Specifically, the Firm may notify you, if it receives a verifiable consumer request under the CCPA, if the Firm deems notification would be appropriate (i.e., attorney-client privilege does not prevent notification).

CLIENT RESPONSIBILITIES

The Firm will provide the legal services generally described herein and in the attached Engagement Letter for Legal Services. By your execution of this Statement of Engagement Terms for Legal Services, you agree to provide us with such cooperation and truthful and accurate factual information and materials as we require to perform legal services on your behalf. Failure to disclose material facts to us truthfully and accurately and/or to cooperate with us or otherwise fulfill the terms of our engagement may lead to our decision to withdraw from the representation. It is understood and agreed that you will not oppose such a decision if it is made. It is also understood that you are not relying on us for business, investment, financial or accounting advice or to investigate the character or credit of persons with whom you may be dealing unless specifically requested and agreed to by the Firm. We will keep you advised of developments as necessary to perform our services and will consult with you as necessary to ensure the timely, effective and efficient completion of our work. You are encouraged to request information pertaining to the subject of the representation at any time. By your execution of this Statement of Engagement Terms for Legal Services, you also agree to make any personnel available, as necessary, to assist us in gathering accurate information and/or documentation and to notify us of any corporate mergers and/or acquisitions that might implicate our Firm's ability to continue representing you.

TERMINATION

We consider the attorney-client relationship between us to be terminated upon completion of the specific services we have been retained to perform, as described in the engagement letter. We have no continuing obligation to advise you about any future legal developments after termination. Subsequent representation pursuant to an additional engagement letter may reestablish the relationship.

In addition, you may terminate our representation at any time. We also reserve the right to terminate our representation if you fail to pay your account, including any retainer amount, in a timely manner, or if you fail to cooperate with us or to follow our advice, or under any other circumstances as may be specified in the engagement letter or which constitute a breach on your part of our agreement, or as may otherwise be permitted or required of us by applicable rules of professional responsibility. You will remain responsible for payment of our fees and expenses (billed and unbilled) incurred prior to the date of termination. In the event that any court of

competent jurisdiction refuses to permit the Firm to withdraw upon termination, you remain responsible for the payment of all fees and costs.

RETURN OF CLIENT RECORDS

During the course of our representation of you, you may be asked to provide us with various documents. We will hold these records for you during the pendency of our representation of you and for six months thereafter. We will retain the balance of your file for seven (7) years. It is your responsibility, however, to secure the return of your records, if desired.

CHOICE OF FORUM/CHOICE OF LAW

In consideration of the Firm's agreement to represent you, you agree that the validity and effect of this Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the State of Missouri, without regard to principles of conflicts of laws, and you agree to submit to the personal jurisdiction of Missouri courts in connection with the contractual relationship embodied in this Statement of Engagement Terms for Legal Services. The Client(s) and Firm (the "Parties") hereby submit to the exclusive jurisdiction of any federal and/or state court sitting in the City of St. Louis, Missouri or St. Louis County, Missouri for the purpose of any action arising out of or relating to this agreement and agree that all such actions shall be heard and determined in such Missouri federal and/or state courts. Each of the Parties hereby irrevocably waives, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of any action in the City of St. Louis, Missouri or St. Louis County, Missouri.

COMMUNICATION

We believe clients and attorneys are best served by having arrangements for representation understood and agreed to in advance. We should be contacted immediately if there are any questions concerning our arrangements as set out in this statement and in the engagement letter. Additionally, you are encouraged to communicate with us concerning any questions you may have during the course of our representation or in connection with our billings.

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Please read this Statement of Engagement Terms for Legal Services carefully. Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any term is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

This Statement of Engagement Terms for Legal Services and the attached Engagement Letter for Legal Services contain the entire agreement between you and the Firm. There are no other agreements and/or understandings stated or implied. It is understood and agreed that any changes, modifications or alterations to these terms of engagement shall be in writing and executed by you and the Firm.

If you have any questions, please feel free to call us. If you agree to our representation on the terms described herein, please sign below and return this document and the attached Engagement Letter for Legal Services to us at your earliest convenience.

By signing and returning of a copy of this document to us, together with any requested retainer fee, you authorize us to undertake your representation.

ACCEPTED AND AGREED TO ON THIS DATE:

_____ Date:_____

November 29, 2023

Robertson Fire Protection District

Re: Waiver Request

Dear Jennifer:

I intend to accept a position with the law firm of Armstrong Teasdale, LLP ("AT") and leave Tueth Keeney Cooper Mohan & Jackstadt P.C. ("Tueth").

As you know, during my tenure with Tueth, I worked on certain issues relating to your litigation matter captioned *Robertson Fire Protection District v. City of Hazelwood*; St. Louis County Circuit Court; Case No. 18SL-CC00749 (the "District Matter").

AT is representing the City of Hazelwood (the "City") in this same matter (the "City Matter"). Under Missouri's Rules of Professional Conduct, which apply to all Missouri lawyers, AT's representation of the City, together with my representation of the Robertson Fire Protection District (the "District") in the District Matter during my tenure at Tueth, constitutes a conflict of interest. In these circumstances, in order for AT to continue its representation of the City in the City Matter, Rule 1.10 of Missouri's Rules of Professional Conduct requires that I inform the District. Please note that if I join AT, I will be screened from the City Matter.

Pursuant to Missouri's Rules of Professional Conduct, I am aware that I have a duty to keep the District's protected information confidential. Further, AT will be establishing an "ethical screen" to prevent the transmission of information between me and the team of lawyers representing the City in the City Matter relating to the District and the District Matter, and to prevent me from working on, or having access to any information relating to the City Matter.

For these reasons, I do not believe that there is any material risk to the District in agreeing to waive this conflict and to consent to AT's continued representation of the City in the City Matter. Nevertheless, these are issues the District should consider for itself.

This is an important decision, and I suggest the District consider consulting independent counsel to assist it in deciding whether to consent. There is no requirement to do so, and whether the District consults such counsel is the District's decision. For clarity, if the District grants this consent, the District will still remain a client of, and be represented by, Tueth.

Please review this matter carefully. If the District has any questions it would like me to answer prior to reaching a decision on this issue, please let me know. If the District is willing to consent after appropriate review, please sign the enclosed copy of this letter in the spaces provided and return it to me.

Sincerely,

Jenna Lakamp

Jenna Lakamp

Robertson Fire Protection District understands the risks described above, consents to AT's continued representation of the City in the City Matter, and waives the conflict set forth above.

Robertson Fire Protection District:

By: _____
[Name Printed]

Title: _____
Date: _____

Robertson Fire Protection District understands the risks described above, consents to AT's continued representation of the City in the City Matter, and waives the conflict set forth above.

Robertson Fire Protection District:

By: Jennifer Grupton
[Name Printed]

Title: President, Director
Date: 12/18/2023

RESOLUTION NO. 2023-12

TO ADOPT THE 2024 ANNUAL BUDGET FOR THE
ROBERTSON FIRE PROTECTION DISTRICT
OF ST. LOUIS COUNTY, MISSOURI

WHEREAS, the Robertson Fire Protection District, as required by the Revised Statutes of Missouri, must establish an annual budget for each year of operation; and

WHEREAS, the Board of Directors of the Robertson Fire Protection District has reviewed the proposed annual budget for the Robertson Fire Protection District for the year 2024; and

WHEREAS, the Board of Directors of the Robertson Fire Protection District has caused to be prepared such 2024 annual budget to reflect the estimated revenues and proposed expenditures of the District, as required by the Revised Statutes of Missouri.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Robertson Fire Protection District that the Annual Budget for 2024 for the Robertson Fire Protection District, as attached hereto and incorporated herein by reference, be and is hereby adopted as the Budget for the Robertson Fire Protection District for the year 2024.

EXECUTED BY THE BOARD OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION DISTRICT THIS 18th DAY OF DECEMBER 2023.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2023

ATTEST:

Steve Field, TREASURER

(Seal)

APPROVED

Steve Field, Director, Treasurer

Jennifer Guyton, Director, President

ROBERTSON FIRE PROTECTION DISTRICT

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

RESOLUTION NO. 2023-12

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ROBERTSON FIRE PROTECTION DISTRICT
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EXECUTED BY THE BOARD OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION DISTRICT THIS 18th DAY OF DECEMBER 2023.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2023

ATTEST:

_____
Maggie Sieve, SECRETARY

APPROVED

_____
Steve Field, Director, Treasurer

(Seal)

_____
Jennifer Guyton, Director, President

ROBERTSON FIRE PROTECTION DISTRICT

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

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

CERTIFICATION

I, Stephen Field, Treasurer of the Board of Directors of the Robertson Fire Protection District of St. Louis County, Missouri, do hereby certify that the attached copy of Resolution No. 2023-12 adopted on the 4th day of December 2023 has been compared with the original thereof and that it is a complete and correct copy of such original as it appears on record on file in the Robertson Fire Protection District office.

IN TESTIMONY THEREOF, I have hereunto set my hand in said District in St. Louis County Missouri this 18th day of December 2023.

(Seal)

Stephen Field/Treasurer

General Fund Budget 2024

EXPENDITURES	2023 BUDGET	Actual thru Sept 30	Projected 2023		2024 BUDGET
Advertising/PR	$ 36,000.00	$ 9,308.00	$ 20,000.00		$ 21,000.00
Building Maintenance	$ 48,000.00	$ 43,370.00	$ 58,000.00		$ 61,000.00
Doctors fees	$ 19,200.00	$ 6,156.00	$ 10,000.00		$ 10,500.00
Dues & Subscriptions	$ 7,750.00	$ 8,108.00	$ 11,000.00		$ 12,000.00
Election Expenses	$ 3,000.00	$ 1,715.00	$ 2,000.00		$ 20,000.00
Equipment and Vehicle Maint.	$ 180,000.00	$ 175,808.00	$ 230,000.00		$ 241,500.00
Equipment puchases/replacement		$ 1,875,688.00	$ 1,875,688.00		$ 490,300.00
Fuel & Oil	$ 42,000.00	$ 20,677.00	$ 27,500.00		$ 29,000.00
Insurance - employees	$ 754,000.00	$ 514,116.00	$ 685,488.00		$ 720,000.00
Insurance - general	$ 420,000.00	$ 365,079.00	$ 486,772.00		$ 512,000.00
Office supplies	$ 3,600.00	$ 25,733.00	$ 34,000.00		$ 35,700.00
payroll taxes	$ 216,113.00	$ 144,907.00	$ 193,209.00		$ 202,869.00
professional fees	$ 115,000.00	$ 178,566.00	$ 238,000.00		$ 250,000.00
Salaries	$ 2,625,000.00	$ 1,853,939.00	$ 2,471,918.00		$ 2,595,513.00
Salaries OT	$ 200,000.00	$ 236,963.00	$ 300,000.00		$ 300,000.00
Supplies	$ 10,000.00	$ 6,903.00	$ 10,000.00		$ 10,500.00
Training & education	$ 105,000.00	$ 22,568.00	$ 35,000.00		$ 40,000.00
Uniforms	$ 12,000.00	$ 29,869.00	$ 39,825.00		$ 30,000.00
Utiities	$ 90,000.00	$ 37,335.00	$ 49,870.00		$ 67,000.00
Veba	$ 40,000.00		$ 40,000.00		$ 42,000.00
TOTAL EXPENDITURES	$ 4,926,663.00	$ 5,556,808.00	$ 6,818,270.00	$ -	$ 5,420,582.00

Ambulance Fund Budget 2024

EXPENDITURES	2023 BUDGET	Actual thru Sept 30	Projected 2023		2024 BUDGET
Advertising/PR	$ 24,000.00	$ 6,205.00	$ 8,300.00		$ 8,700.00
Building Maintenance	$ 32,000.00	$ 28,913.00	$ 38,500.00		$ 40,500.00
Doctors fees	$ 12,800.00	$ 4,104.00	$ 5,500.00		$ 5,800.00
Dues & Subscriptions	$ 5,160.00	$ 5,405.00	$ 7,200.00		$ 7,600.00
Election Expenses	$ 2,000.00	$ 5,000.00	$ 2,000.00		$ 10,000.00
Equipment and Vehicle Maint.	$ 70,000.00	$ 25,283.00	$ 33,700.00		$ 35,300.00
Equipment puchases/replacement					
Fuel & Oil	$ 28,000.00	$ 13,785.00	$ 18,400.00		$ 19,400.00
Insurance - employees	$ 503,000.00	$ 342,744.00	$ 457,000.00		$ 479,900.00
Insurance - general	$ 280,000.00	$ 243,386.00	$ 324,600.00		$ 340,900.00
Office supplies	$ 2,400.00	$ 17,155.00	$ 23,000.00		$ 24,200.00
payroll taxes	$ 141,525.00	$ 96,605.00	$ 129,000.00		$ 135,500.00
professional fees	$ 76,000.00	$ 119,044.00	$ 159,000.00		$ 167,000.00
Professoinal fees-GEMT	$ 111,000.00	$ 359,381.00	$ 479,000.00		$ 480,000.00
Salaries	$ 1,700,000.00	$ 926,318.00	$ 1,235,100.00		$ 1,296,900.00
Salaries OT	$ 150,000.00	$ 157,975.00	$ 210,700.00		$ 221,500.00
Supplies	$ 45,000.00	$ 39,010.00	$ 52,000.00		$ 55,000.00
Training & education	$ 70,000.00	$ 15,045.00	$ 20,000.00		$ 21,000.00
Uniforms	$ 8,000.00	$ 19,912.00	$ 26,500.00		$ 27,900.00
Utiities	$ 60,000.00	$ 24,890.00	$ 33,200.00		$ 60,000.00
Veba	$ 5,160.00		$ 5,160.00		$ 5,160.00
TOTAL EXPENDITURES	$ 3,326,045.00	$ 2,450,160.00	$ 3,267,860.00	$ -	$ 3,442,260.00

Pension Fund Budget 2024

EXPENDITURES	2024 BUDGET	ACTUAL	VARIANCE	% OF BUDGET	2023 BUDGET	PRIOR YEAR ACTUAL
Revenues						$ 369,487.00
Tax Revenue	$ 369,487.00				$ 369,487.00	$ 382,507.00
Hazelwood Contract Services	$ 382,507.00				$ 382,507.00	
Total Revenues	$ 751,994.00	$ -	$ -	$ -	$ 751,994.00	$ 751,994.00
Expenditures						
Pension Plan Contributions	$ 745,994.00					$ 745,994.00
Professional Fees	$ 6,000.00					$ 6,000.00
Total Expenditures	$ 751,994.00	$ -	$ -	$ -	$ -	$ 751,994.00

Communications Fund Budget 2024

EXPENDITURES	2024 BUDGET	ACTUAL	VARIANCE	% OF BUDGET	2023 BUDGET	PRIOR YEAR ACTUAL
Revenues					$ 92,422.00	
Tax Revenue	$ 92,422.00				$ 95,076.00	
Hazelwood Contract Services	$ 95,076.00					
Total Revenues	$ 187,498.00	$ -	$ -	$ -	$ 187,498.00	$ -
Expenditures						
Diapatch cost	$ 171,370.00				$ 161,116.00	
Equipment	$ 15,000.00				$ 26,392.00	
Total Expenditures	$ 186,370.00	$ -	$ -	$ -	$ 187,508.00	$ -

Bridgeton					
Assessment Roll	Residential	Agricultural	Commercial	Personal Property	Total
STL County Assessed Value	5,113,070	134,330	135,555,620	70,543,600	212,346,620
State Assessed Value			7,616,401	2,106,080	9,722,481
Total Assessed Value	5,113,070	134,330	144,172,021	72,649,680	222,069,101
TIF Valuations	0	0	0	0	0
(Assessed Value - TIF Value)	5,113,070	134,330	144,172,021	72,649,680	222,069,101
New Construction	0	0	0	0	0
Total Assessed Value with New Construction	5,113,070	134,330	144,172,021	72,649,680	222,069,101
2023 Tax rate	0.9450	2.3300	2.3500	2.4060	
Current Revenue	$48,318.51	$3,129.89	$3,388,042.49	$1,747,951.30	$5,187,442.19

Hazelwood					
Assessment Roll	Residential	Agricultural	Commercial	Personal Property	Total
STL County Assessed Value	50,561,400	171,920	138,517,910	86,964,710	276,215,940
State Assessed Value			-	-	-
Total Assessed Value	50,561,400	171,920	138,517,910	86,964,710	276,215,940
TIF Valuations	0	0	4,503,710		4,503,710
(Assessed Value - TIF Value)	50,561,400	171,920	134,014,200	86,964,710	271,712,230
New Construction					0
Total Assessed Value with New Construction	50,561,400	171,920	134,014,200	86,964,710	271,712,230
2023 Tax rate	0.9450	2.3300	2.3500	2.4060	
Current Revenue	$477,805.23	$4,005.74	$3,149,333.70	$2,092,370.92	$5,723,515.59
Hazelwood Cap					$4,522,000.00
Hazelwood 1% Processing Fee					$45,220.00
Total Lost Revenue to Hazelwood (doesn't include lost interest)					-$1,156,295.59

Both Bridgeton & Hazelwood					
Assessment Roll	Residential	Agricultural	Commercial	Personal Property	Total
STL County Assessed Value	55,674,470	306,250	275,073,530	157,508,310	488,562,560
State Assessed Value			7,616,401	2,106,080	9,722,481
Total Assessed Value	55,674,470	306,250	282,689,931	159,614,390	498,285,041
TIF Valuations	0	0	4,503,710	0	4,503,710
(Assessed Value - TIF Value)	55,674,470	306,250	278,186,221	159,614,390	493,781,331
New Construction	0	0	0	0	0
Total Assessed Value with New Construction	55,674,470	306,250	278,186,221	159,614,390	493,781,331
2023 Tax rate	0.9450	2.3300	2.3500	2.4060	
Total Revenue before $4.5M Hazelwood Cap	$526,123.74	$7,135.63	$6,537,376.19	$3,840,322.22	$10,910,957.78
Total Revenue after $4.5M Hazelwood Cap					$9,754,662.19

Percent Annexation from Hazelwood to RFPD	Total Revenue from Hazelwood	Residual Hazelwood Contract Fee (Residential/Agriculture/Residential PP)	Total Commerical Revenue	Total Manufacturer Personal Property Revenue	Total Commerical and Manufactoring Revenue from Annexation	Total Unannexed Revenue Commercial/Manufactoring PP	Total Unannexed Revenue
10%	$5,723,516	$2,064,434	$314,933	$50,975	$365,908	$3,293,174	$5,357,607
20%	$5,723,516	$2,064,434	$629,867	$101,950	$731,816	$2,927,265	$4,991,699
30%	$5,723,516	$2,064,434	$944,800	$152,924	$1,097,725	$2,561,357	$4,625,791
40%	$5,723,516	$2,064,434	$1,259,733	$203,899	$1,463,633	$2,195,449	$4,259,883
50%	$5,723,516	$2,064,434	$1,574,667	$254,874	$1,829,541	$1,829,541	$3,893,975
60%	$5,723,516	$2,064,434	$1,889,600	$305,849	$2,195,449	$1,463,633	$3,528,066
80%	$5,723,516	$2,064,434	$2,519,467	$407,798	$2,927,265	$731,816	$2,796,250
100%	$5,723,516	$2,064,434	$3,149,334	$509,748	$3,659,082	$0	$2,064,434

Bridgeton					
Assessment Roll	Residential	Agricultural	Commercial	Personal Property	Total
STL County Assessed Value	4,068,040	133,620	114,096,060	60,811,240	179,108,960
State Assessed Value			6,526,090	1,866,656	8,392,746
Total Assessed Value	4,068,040	133,620	120,622,150	62,677,896	187,501,706
TIF Valuations	0	0	0	0	0
(Assessed Value - TIF Value)	4,068,040	133,620	120,622,150	62,677,896	187,501,706
New Construction	0	0	217,600	0	217,600
Total Assessed Value with New Construction	4,068,040	133,620	120,839,750	62,677,896	187,719,306
2022 Tax rate	0.9900	2.5390	2.5847	2.6060	
Current Revenue	$40,273.60	$3,392.81	$3,099,177.07	$1,633,385.97	$4,776,229.25

Hazelwood						
Assessment Roll	Residential	Agricultural	Commercial	Personal Property	Total	
STL County Assessed Value	42,524,560	178,120	128,501,600	75,384,010	246,588,290	
State Assessed Value			-	-	-	
Total Assessed Value	42,524,560	178,120	128,501,600	75,384,010	246,588,290	
TIF Valuations	0	0	4,322,140	0	4,322,140	
(Assessed Value - TIF Value)	42,524,560	178,120	124,179,460	75,384,010	242,266,150	
New Construction	1,872,300	(13,290)	32,358,650	0	34,215,660	
Total Assessed Value with New Construction	44,396,860	164,830	156,538,110	75,384,010	276,481,810	
2022 Tax rate	0.9900	2.5390	2.5847	2.6060		Difference with $4.5M Hazelwood Cap
Current Revenue	$439,528.91	$4,185.03	$4,014,681.61	$1,964,507.30	$8,422,902.86	$1,922,902.86

Both Bridgeton & Hazelwood					
Assessment Roll	Residential	Agricultural	Commercial	Personal Property	Total
STL County Assessed Value	46,592,600	311,740	242,597,660	136,195,250	425,697,250
State Assessed Value			6,526,090	1,866,656	8,392,746
Total Assessed Value	46,592,600	311,740	249,123,750	138,061,906	434,089,996
TIF Valuations	0	0	4,322,140	0	4,322,140
(Assessed Value - TIF Value)	46,592,600	311,740	244,801,610	138,061,906	429,767,856
New Construction	1,872,300	(13,290)	32,574,250	0	34,433,260
Total Assessed Value with New Construction	48,464,900	298,450	277,375,860	138,061,906	464,201,116
2022 Tax rate	0.9900	2.5390	2.5847	2.6060	
Revenue before $4.5M Hazelwood Cap	$479,802.81	$7,577.65	$7,113,858.68	$3,597,893.27	$11,199,132.11
Total Revenue after $4.5M Hazelwood Cap					$9,276,229.25

2024Capital Expenditure List

Items	Amount		Total
ALS Training Manikin	2	$	6,500
CPR Manikins - Adult & Infant	16	$	5,000
Fire Marshal office equipment		$	17,000
Flashlights	40	$	3,000
Thermal Imaging Camera	2	$	18,000
Turnout Gear	16	$	75,200
Gloves	40	$	5,500
Helmets	8	$	3,500
Boots	16	$	6,000
Extrication Gloves	40	$	2,800
Balistic Vests	40	$	65,000
Gear Keepers	40	$	1,500
Webbing	4	$	500
Single Gas detector	8	$	4,000
Multi Gas Detector	8	$	7,800
Extrication Equipment	1	$	38,000
Hand Held Radios	8	$	80,000
Staff Vehicle	1	$	60,000
Rescue Boat and Trailer	1	$	20,000
Water Rescue Equipment		$	16,000
Repair Training Tower	1	$	50,000
Security		$	5,000
TOTAL		**$**	**490,300**

	2024 Budget Request
Fire Marshals Office	
Subcriptions	
Blue Beam (Plan review Software)	$800.00
NFPA (Standards and MOU's Site Access Fee)	$99.00
Code Final (Comprehensive Software For Fire Marshal Bureau)	$5,500.00
APX (Inspection Software/ Data Base	$4,020.00
ESO Hydrant App (Hydrant App Software with ESO)	$900.00
Missouri Association of Building officals and Inspectors (MABOI) (2 members $35 each)	$70.00
Missouri Fire Marshal Association (MFMA) 2 member $25 each	$50.00
National Fire Sprinkler Association (NFSA) 2 members $50 each	$100.00
Arson Software (Arson Investigation Software)	
Fire Prevention	
Helmets	
Folders	$1,070.00
Paplets	$800.00
Smoke Detectors	$1,000.00
Residential Lock Boxes	$300.00
CO Detectors	$300.00
CPR Instructor Fee	
Equipment	
Plan Review Table	$300.00
Plan Review Monitor with wall mount	$600.00
Vivo 36 in Adjustible Stand Up Desk	$199.00
Miscellaneous	$500.00
Total	**$16,608.00**
Vivo 36 in Adjustible Stand Up Desk	$199.00
Miscellaneous	$500.00
Total	**$16,608.00**

Equipment	Amount		Price Per		Total
Dry Suits	6	$	1,075.00	$	6,450.00
First Watch HBV	12	$	385.00	$	4,620.00
Bump Helmets	6	$	67.50	$	405.00
Maritime Boots	12	$	95.00	$	1,140.00
Maritime Gear Bag	4	$	165.00	$	660.00
Throwbag	6	$	37.75	$	226.50
SLED	0	$	1,695.00	$	-
Caribiners	6	$	14.99	$	89.94
Rope	2	$	385.00	$	770.00
prusik cord	1	$	239.00	$	239.00
Large rope bag	1	$	77.99	$	77.99
pulley 2"	6	$	41.99	$	251.94
Passing PULLEY	2	$	243.50	$	487.00
				$	-
Rescue Boat Trailer & I	1	$	20,000.00	$	20,000.00
				$	35,417.37

3301 Saint Joachim Lane | Saint Ann, Missouri 63074
314-761-7850 | Office@reedslandandhome.com

RECIPIENT:

Robertson Fire Protection district.
3820 Taussig Avenue
Bridgeton, Missouri 63044

Quote #326

Sent on	Dec 14, 2023
Adequate outside electric source & water spigot.	No
Dig rit required?	No
Permits Required?	No
Total	**$0.00**

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Product/Service	Description	Qty.	Unit Price	Total
Commercial Snow & ice management	When the snow reaches 2 or more inches (Trigger amount) RLH will automatically schedule your snow removal for the earliest time possible. ** Business owner is responsible for slips, trips and falls. * Removal prices vary per depth and can occasionally increase if services are requested at a certain time during a winter storm. --SCOPE OF WORK-- -- Plow parking Lot , * Plow Vehicle accessible only: 2-3 inches $250 4-6 inches $325 7-9 inches $450 Post Ice Melt after plowing service $230, up to 300 lbs. * Amount of ICE & COMPACTED SNOW on pavements may change the amount of ice melt needed to achieve Safe Results. -- Detail work, Sidewalks & Exit Doors etc, Clear walking, up tp path in front entrance, clear all exit doors to completely open, clear path to dumpster pad. 2-3 inches $100 4-6 inches $100 7-9 inches $150 Ice Melt $75 9" inches or more will be billed at $250 per hour per plow vehicle 1 hour minimum per plow vehicle and $100 per hour per sidewalk / detail crew member $50 minimum Pre treatment services available upon request ** Removal prices vary per depth and can occasionally increase if services are requested at a certain time during a winter storm. ** Plow pricing is for clearing areas only accessible with a plow vehicle, parked cars, construction materials, etc will not be hand shoveled around unless noted in advanced with a minimum additional $50 and up to $100 per hour	1	$0.00	$0.00*

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Product/Service	Description	Qty.	Unit Price	Total
Commercial Pre Treatment/ Ice Melt Application	- Pre treat Parking lots, Main Entrances, Exists and Dumpster pads, before a winter event minimizing ice buildup under snow and on pavements. $285 up to 300 lbs. - Sidewalks, pre treat all sidewalks entry and exit doors and dumpster pads. $100 ** RLH is not responsible for slips, trips and falls	1	$0.00	$0.00*

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Product/Service	Description	Qty.	Unit Price	Total
Ice Control, HEAVY ICE MELT application	One Inch of Ice is the Equivalent to more than 10 inches of Snow! Requiring over 5X the amount of ice melt. Heavily Treat Parking lots, Main Entrances, Exists and Dumpster pads, Residential Driveways, Front Sidewalks & Front Porch before a winter event minimizing ice build up under snow and on pavements. Required when substantial Ice accumulation is Foretasted requiring additional site visits to apply extra ice melt. Parking lot, $500 up to 900 lbs. sidewalks $ 150 ** RLH is not responsible for slips, trips and falls. --DISCLAIMERS-- If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after an ice storm. Salt may deteriorate concrete, it is recommended that no salt or ice melt should be applied to concrete under 2 years old. The rapid changes in temperatures also contributes to concrete damages. The Snow & Ice Contractor, Reed's Land & Home, LLC, is not responsible for any damages to pavement for these reasons. The Snow Removal Contractor, Reed's Land & Home, LLC, is not liable for existing damage to pavement or other surfaces. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, the Snow Removal Contractor, Reed's Land & Home, LLC, is not responsible for these accumulations but will do our best to remove them.	1	$0.00	$0.00*

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Product/Service	Description	Qty.	Unit Price	Total
**Disclaimers, Snow & Ice Management.	Disclaimers The Snow Removal Contractor, Reed's Land & Home, LLC (RLH), will not plow within 1 foot from any parked vehicles, equipment or other obstructions in parking lots, driveways or other areas being cleared of snow. Please attempt to move obstructions prior to our services being completed. The Client understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. Plowing such pavement may further damage said surfaces but we will make every effort to avoid this. If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Salt may deteriorate concrete, it is recommended that no salt or ice melt should be applied to concrete under 2 years old. The rapid changes in temperatures also contributes to concrete damages. Contractor, Reed's Land & Home, LLC, is not responsible for any damages to pavement for these reasons. The Snow Removal Contractor, Reed's Land & Home, LLC, is not liable for existing damage to pavement or other surfaces. The Snow Removal Contractor, Reed's Land & Home, LLC, will exercise reasonable care to avoid damage to pavement, curbs, trees, and shrubs. However, the Snow Removal Contractor, Reed's Land & Home, LLC, is not responsible for any: a.) Damage to landscaping caused by the piling of snow. b.) Damage to items that are snow-covered or not visible. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, the Snow Removal Contractor, Reed's Land & Home, LLC, is not responsible for these accumulations but will do our best to remove them. The Client understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred.			

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Product/Service	Description	Qty.	Unit Price	Total
** Hold Harmless & Indemnity Agreement, Snow & ice	Hold Harmless / Indemnity This Indemnity / Hold Harmless Agreement is effective as of the Date on this form. With Client / Property Owner & Property address as listed above. For valuable consideration, the sufficiency of which is acknowledged and agreed to by the parties, the parties agree as follows: 1. The Client agrees to indemnify and hold harmless the Snow Removal Contractor, Reed's Land & Home, LLC, (RLH) from any claim or liability arising from the following activity: SNOW PLOWING and/or ICE MELT APPLICATIONS, any and all areas surrounding said area to be plowed and salted. 2. In the event of any claim or asserted liability against the Snow Removal Contractor, Reed's Land & Home, LLC, arising from the above activity, the Client agrees to defend and hold harmless the Snow Removal Contractor, Reed's Land & Home, LLC, from any loss or liability. In the event the Client fails to indemnify / hold harmless the Snow Removal Contractor, Reed's Land & Home, LLC, for any claim of liability arising from the activity described above, the Snow Removal Contractor, Reed's Land & Home, LLC, has the right to defend or settle such claim on their own behalf and be fully reimbursed by the Client for all costs and expenses of such defense or settlement. 3. This Agreement is the entire agreement between the parties. In witness of this, the undersigned have executed this Agreement as of the day and year first written above.			

Total **$0.00**

* Non-taxable

This quote is valid for 14 days from the date of the quote, after which values may be subject to change.

Obstructions
All personal items or any other obstruction(s) in work area(s) must be removed from work area(s) described above prior to RLH beginning work. If Items or other obstructions are not yet cleared from work area at time of service an addional $1.00 (one dollar) per minute per man will be added to final invoice If RLH moves obstructions or has to wait for obstructions to be moved prior to beginning work described in this estimate. RLH shall be held harmless for any damages to personal items left in work area.

Scheduling
At time of acceptance, all projects are tentative/soft scheduled. Tentative/soft scheduled start and completion dates may change due circumstances outside of RLH's control such as weather delays, material delays, labor delays, etc. RLH Shall be held harmless for project delays outside of RLH's control.

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Notes Continued...

Media
For various reasons RLH will take pictures and videos with or without audio of this project's home and or property to document before and after photos, project progress, etc. RLH reserves the right to utilize photos and videos of this project's home and or property for but not limited to advertisements on any social media platform, websites, or printed literature.

Waste Receptacles
For various reasons RLH may leave waste receptacles such as but not limited to roll off dumpsters, trailers, trash bags, trash cans, etc. on site for the duration of the project specifically for job related debris only. No other debris may be placed in waste receptacles provided by RLH. Addional fees may be applied for non job related debris placed in waste receptacles provided by RLH.

Consultation Fees
Consultation fees are only deducted from the final invoice if RLH does the work described in the "Consultation Fee" line item.

Payments
This agreement must be signed and a 50% down payment is required prior to being scheduled. Deposits are refundable at a rate of 50% of the total deposit amount received and will be reimbursed by check, mailed to the customer regardless of initial payment method. Projects requiring special order materials, deposits are NON-refundable.
Once the project is completed the final balance will be invoiced and must be paid within seven (7) calendar days. Overdue invoices will result in a 1.5% late fee applied to the balance on the last day of every month until the balance is paid in full.
Please make checks payable to "Reed's Land & Home, LLC". A receipt will be provided for the amount paid at time of payment.

RLH accepts cash, Credit cards, and checks.
4% processing fee applies to Credit card Transactions.

Signature: _____ Date: _____

Bluegrass
Lawncare of St. Louis, LLC
314-770-2828

Contract #7318

Date: 12/13/2023
Start Date: 10/1/2023
End Date: 9/30/2024

Customer:

Suzette Stoyanov
Robertson Fire Protection District
3820 Taussig Ave
Bridgeton, MO 63044

Property:

Robertson Fire Protection
3820 Taussig
Bridgeton, MO 63044

Annual Snow Services

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Lot Services			
Lot Plowing 0.0" to 1.9"	1	$250.00	$250.00
Lot Plowing 2.0" to 3.9"	1	$500.00	$500.00
Lot Plowing 4.0" to 4.9"	1	$625.00	$625.00
Lot Plowing 5.0" to 5.9"	1	$750.00	$750.00
Lot Plowing 6.0" to 6.9"	1	$813.00	$813.00
Lot Plowing 7.0" to 7.9"	1	$875.00	$875.00
Lot Plowing 8.0" to 8.9"	1	$938.00	$938.00
Lot Plowing 9.0" to 9.9"	1	$1,000.00	$1,000.00
Lot Plowing 10.0" to 10.9"	1	$1,063.00	$1,063.00
Lot Plowing 11.0" to 11.9"	1	$1,125.00	$1,125.00
Lot Plowing 12.0" to 12.9"	1	$1,188.00	$1,188.00
Lot Plowing Each Additional Inch	1	$125.00	$125.00
Lot Deicer	1	$245.00	$245.00
Sidewalk Services			
Sidewalk Shoveling 0.0" to 1.9"	1	$80.00	$80.00
Sidewalk Shoveling 2.0" to 3.9"	1	$160.00	$160.00
Sidewalk Shoveling 4.0" to 4.9"	1	$200.00	$200.00
Sidewalk Shoveling 5.0" to 5.9"	1	$240.00	$240.00
Sidewalk Shoveling 6.0" to 6.9"	1	$280.00	$280.00
Sidewalk Shoveling 7.0" to 7.9"	1	$320.00	$320.00
Sidewalk Shoveling 8.0" to 8.9"	1	$360.00	$360.00
Sidewalk Shoveling 9.0" to 9.9"	1	$400.00	$400.00
Sidewalk Shoveling 10.0" to 10.9"	1	$440.00	$440.00

Sidewalk Shoveling 11.0" to 11.9"	1	$480.00	$480.00
Sidewalk Shoveling 12.0" to 12.9"	1	$520.00	$520.00
Sidewalk Shoveling Each Additional Inch	1	$40.00	$40.00
Sidewalk Deicer	1	$75.00	$75.00
		Total	**$13,092.00**

Terms & Conditions

Terms & Conditions

1. Net 30

A service charge of 1.5% per month will be assessed on all past due unpaid balances. Should it become necessary to collect past due balances, all costs and fees will be your responsibility. Per inch service costs will be based on the final accumulated amounts each day from midnight to midnight as recorded by third party weather services. Final accumulation totals will calculate each .1 inch of ice or sleet, as 1 inch of snow.

Service Limitations

In extreme conditions (snow above 11.9" or ice above .25") service time will increase significantly. Hauling snow off site will be bid upon request as needed. Unavailability of deicing material from local providers does not constitute service failure. Watch your property for icy or slippery conditions. If they arise call us for initial and additional services. Contractor will not provide service within three feet of any parked vehicles, equipment or other obstructions in parking lots, drives or other areas being serviced. If desired, customer is responsible for moving obstructions prior to services beginning. Contractor is not responsible for providing services in areas that are blocked or are otherwise inaccessible or obstructed.

Termination

This contract may be canceled by either party with a 30 day written notification.

Service Interruption

You agree to promptly pay invoices. If your account reaches 60 days overdue, services are subject to interruption.

Material Supply

Government mandated regulations or other factors or supply shortages may alter the availability of salt or deicer materials. Contractor cannot accept liability in these situations. Alternative materials may be required if available, and will be discussed at that time, as increased costs may apply.

By	_____	**By**	_____
	Daniel O'Leary		
Date	12/13/2023	**Date**	_____
	Bluegrass Lawncare of St. Louis, LLC		**Robertson Fire Protection**