

# *A G E N D A*

A regular meeting of the Board of Trustees of the Waxahachie Firemen's Relief and Retirement (FR&R) Fund to be held at Waxahachie Fire Station No. 1, 407 Water Street, Waxahachie, Texas, Texas, on ***Monday, June 13, 2022 at 8:30 a.m.***

BOARD MEMBERS: Gary Myers, Chairman  
Matt Dorsey, Vice Chairman  
Scott Safford, Secretary  
Doug Barnes, Mayor  
Chad Tustison, Finance Director  
Lee Statham  
Phillip Young

1. Call to Order
2. ***Public Comments:*** Persons may address the Waxahachie Firemen's Relief and Retirement (FR&R) Fund on any issues. This is the appropriate time for citizens to address the Waxahachie Firemen's Relief and Retirement (FR&R) Fund on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Waxahachie Firemen's Relief and Retirement (FR&R) Fund may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

3. Consent Agenda

All matters listed under Item 3, Consent Agenda, are considered to be routine by the Board Members and will be enacted by one motion. Approval of the Consent Agenda authorizes the Chairman to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any Board Member.

- a. Minutes of the regular Firemen's Relief & Retirement Fund meeting of May 9, 2022
  - b. Annuity checks for FR&R Retirees and other disbursements for the month of July 2022
4. Discuss and consider Claude Parenteau's 1<sup>st</sup> quarter invoice
  5. Discuss and consider hiring a new money manager
  6. Discuss and consider new Investment Policy Statement
  7. Discuss and consider Qualified Domestic Relations Order Policy
  8. Discuss and consider retirement benefits for John Rodgers
  9. Discuss and consider child benefits for Caleb Wilson

10. Convene into Executive Session to deliberate the employment of Fire Fighter J Martin as permitted by Texas Government Code, Section 551.074
11. Reconvene and consider retirement benefits for J Martin
12. Set next meeting date and time of Firemen's Relief and Retirement Fund Board
13. Adjourn

**The Waxahachie Firemen's Relief and Retirement Fund reserves the right to go into Executive Session on any posted item.**

This meeting location is wheelchair-accessible. Parking for mobility impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4006 or (TDD) 1-800-RELAY TX

***Notice of Potential Quorum***  
***One or more members of the Waxahachie City Council may be present at this meeting.***  
***No action will be taken by the City Council at this meeting.***

Firemen's Relief and Retirement Fund  
May 9, 2022

(3a)

A regular meeting of the Board of Trustees of the Waxahachie Firemen's Relief and Retirement (FR&R) Fund was held at Waxahachie Fire Station No. 1, 407 Water Street, Waxahachie, Texas, Texas, on Monday, May 9, 2022 at 8:30 a.m.

Members Present: Gary Myers, Chairman  
Matt Dorsey, Vice Chairman  
Chad Tustison, Finance Director  
Lee Statham  
Phillip Young

Members Absent: Scott Safford, Secretary  
Doug Barnes, Mayor

**1. Call to Order**

Chairman Gary Myers called the meeting to order.

**2. Public Comments**

None

**3. Consent Agenda**

- a. Minutes of the regular Firemen's Relief & Retirement Fund meeting of April 11, 2022
- b. Annuity checks for FR&R Retirees and other disbursements for the month of June 2022

**Action:**

*Vice Chairman Matt Dorsey moved to approve items a. and b. on the Consent Agenda. Mr. Lee Statham seconded, All Ayes.*

**4. Consider and act on invoice from RHI for GASB 67/68 consulting fee**

**Action:**

*Finance Director Chad Tustison moved to approve an invoice from RHI for GASB 67/68 consulting fee. Vice Chairman Matt Dorsey seconded. All Ayes.*

**5. Consider and act on invoice from Helen Duval for services from October 2021-February 2022**

**Action:**

*Vice Chairman Matt Dorsey moved to approve an invoice from Helen Duval for services from October 2021-February 2022. Finance Director Chad Tustison seconded. All Ayes.*

(3a)

Firemen's Relief and Retirement Fund

May 9, 2022

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**6. Consider and act on a rate change for Helen Duval**

**Action:**

*Finance Director Chad Tustison moved to approve a rate change for Helen Duval from \$250 to \$350. Vice Chairman Matt Dorsey seconded. All Ayes.*

**7. Consider and act on new money manager**

**Action:**

*Vice Chairman Matt Dorsey moved to approve the hiring of Global X MLP & Energy Infrastructure ETF as an addition to Fixed Income Class. Mr. Lee Statham seconded. All Ayes.*

**8. Consider and act on new Investment Policy Statement**

Item 8 was tabled for further discussion. No action taken.

**9. Consider and act on rebalancing the portfolio**

**Action:**

*Finance Director Chad Tustison moved to approve an investment of all cash minus \$100,000 in Global X MLP & Energy Infrastructure ETF. Mr. Lee Statham seconded. All Ayes.*

**10. Hear update on cost for document shredding**

Chairman Gary Myers announced the cost of document shredding was \$127.21.

**11. Hear request from Fire Marshal John Rodgers requesting exception on benefits and take action**

No action taken.

**12. Set next meeting date and time of Firemen's Relief and Retirement Fund Board**

The Firemen's Relief and Retirement Board set their next meeting for Monday, June 13th at 8:30 a.m. in the Fire Administration Conference Room.

**13. Adjourn**

There being no further business, the meeting adjourned at 10:01 a.m.

Respectfully submitted,

Jami Bonner

Assistant City Secretary

**MEMORANDUM**

**TO:** FR&R Board Members  
**FROM:** Amber Villarreal, City Secretary  
**DATE:** June 13, 2022  
**SUBJECT:** ANNUITY CHECKS

Please approve the annuity checks for the month of July for the following retirees/beneficiaries:

- Alexander Donald
- Alexander Jeffery
- Bennett Don
- Bratcher Billy
- Carrington Paul
- Chenault John
- Cobb Sharon
- Crececius Dennis
- Creed Lori
- Crow Len
- Evans Larry
- Fuller Donald
- Gilley Dorothy
- Hamilton Denise
- Hamilton Steven
- Irvin James
- Johnston Randy
- Junkin Loyd Wayne
- Kuykendal Terry
- Lewis Sammy
- Morgan Alan
- Muirhead Randal
- Nunn Carol
- Ogletree Billy
- Potter Randall
- Skipper Terry
- Slay Mike
- Sport Jeffery
- Sykes Jerry
- Tillery John
- Turner Sharon
- Turner John Olin
- Warren Lisa
- Williams Sidney
- Wilson Darla

**TOTAL** \$89,301.94

CAUSE NUMBER \_\_\_\_\_

IN THE MATTER OF  
THE MARRIAGE OF

{  
{

IN THE DISTRICT COURT

\_\_\_\_\_

{

\_\_\_\_\_ JUDICIAL DISTRICT

AND

{

\_\_\_\_\_

{

ELLIS, COUNTY, TEXAS

**WAXAHACHIE FIREMEN’S RELIEF AND RETIREMENT FUND**

**QUALIFIED DOMESTIC RELATIONS ORDER**

This order, written pursuant to a Decree of Divorce in the above reference matter is intended to be a “Qualified Domestic Relations Order” pursuant to Chapter 804 of the Texas Government Code, as amended, and Section 41A (p)(1)(a)(i) of the Internal Revenue Code.

1. This “Qualified Domestic Relations Order” assigns a portion of the benefits payable to \_\_\_\_\_, hereinafter the “Participant” in the WAXAHACHIE FIREMEN’S RELIEF AND RETIREMENT FUND, hereinafter the “Fund”, in recognition of the existence of \_\_\_\_\_’s, hereinafter the “Alternate Payee”, marital rights in \_\_\_\_\_’s retirement benefits;

2. Participant, for the purpose of this “Qualified Domestic Relations Order”, is \_\_\_\_\_, social security number \_\_\_\_-\_\_\_\_-\_\_\_\_, whose last known mailing address is \_\_\_\_\_, and whose date of birth is \_\_\_\_\_, and who was employed as a fire fighter by the City of Waxahachie, Texas from \_\_\_\_\_ to \_\_\_\_\_;

3. The Alternate Payee, for the purposes of this “Qualified Domestic Relations Order”, is \_\_\_\_\_ social security number \_\_\_\_-\_\_\_\_-\_\_\_\_, whose last known mailing address is \_\_\_\_\_, and whose date of birth is \_\_\_\_\_. The Participant and the Alternate Payee were married on \_\_\_\_\_;

4. The Fund Trustee and/or Administrator is ordered to make payments for each month, commencing on the date payments commence to be made to the Participant and continuing for the life of Participant, or life of the Alternate Payee. Upon the Death of the Participant, the Participant's benefits under the Plan and the Alternate Payee's benefits under the Plan shall cease. If the Alternate Payee shall predecease the Participant, the Alternate Payee's benefits under the Plan shall cease.

5. As a part of a just and right division of the estate of the parties, the Court assigns and grants to Alternate Payee \_\_\_\_% of Participant's accrued monthly benefits in the Fund, as of \_\_\_\_\_ being a total of \$\_\_\_\_\_ per month which \_\_\_\_% amounts to \$\_\_\_\_\_ per month;

6. IT IS ORDERED AND DECREED that should \_\_\_\_\_ cash in his interest in the Fund or withdraw funds from the Fund, or receive a refund of contributions, then an amount equal to \_\_\_\_% of the Participant's deposits, as of \_\_\_\_\_ being in the amount of \$\_\_\_\_\_ which \_\_\_\_% amounts to \$\_\_\_\_\_, minus any benefits already paid to \_\_\_\_\_, shall be paid to \_\_\_\_\_.

7. IT IS ORDERED AND DECREED that this "Qualified Domestic Relations Order" shall not require the Fund to provide any type or form of benefits or any option not otherwise provided by the Fund, nor shall this order require the Fund or the City of Waxahachie Fire Department to provide for increased benefits.

8. All benefits payable under the Fund, other than those payable to \_\_\_\_\_ shall be payable to \_\_\_\_\_ in such manner and form as \_\_\_\_\_ may elect in his sole and undivided discretion, subject only to the Fund's requirements;

9. \_\_\_\_\_ is ORDERED AND DECREED to report any retirement payments received on any applicable income tax return. The pension trustee is authorized to issue a Form 1099-R on any direct payment made to \_\_\_\_\_;

10. In the event \_\_\_\_\_ should receive funds due to \_\_\_\_\_ pursuant to this Order, then in that event, \_\_\_\_\_ is

(7)

designated as constructive trustee for receiving such retirement benefits under the Fund and is ORDERED AND DECREED to pay the benefit described above directly to \_\_\_\_\_ within three (3) days after receipt by \_\_\_\_\_. All payments made directly to \_\_\_\_\_ by the Fund shall be a credit against this order.

11. It is the intent of this court and the parties to provide the Alternate Payee with an interest in Participant's retirement benefit as defined and described above which represents his/her marital share of said benefits. In the event this order is submitted to the Trustee and/or Administrator of the Fund and is held not be a "Qualified Domestic Relations Order" within the meaning of Chapter 804 of the Texas Government Code, the Court reserves the right to enter an Order in Aid and clarification that will qualify as a "Qualified Domestic Relations Order" which will reflect the intent of the Court and/or the parties;

SIGNED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

AGREED:

\_\_\_\_\_

\_\_\_\_\_

Petitioner

\_\_\_\_\_

\_\_\_\_\_

Respondent

(7)

**WAXAHACHIE FIREMEN'S  
RELIEF AND RETIREMENT FUND**

**Plan Document Effective**

**October 11, 2021**

**Section 4**  
**Disability Retirement Benefits**

4.01 Application for Disability Retirement: Determination of Impairment Rating:

- a. Standard for Degree of Impairment. The doctor's evaluation of impairment under these provisions shall, for determining both the existence and degree of a Firefighter's impairment, use the most recent edition then existing of the Guides to the Evaluation of Permanent Impairment as published by the American Medical Association.
- b. Application. To receive disability retirement benefits, a Firefighter must file an application (or an application must be filed on behalf of the Firefighter) with the Board of Trustees (the "Board"). The application shall be on a form provided by the Board. The Board shall furnish the Firefighter with a written description of the duties of the Firefighter's position in the fire department and the duties of any other position (an "equivalent" position) in the fire department that could be offered to the Firefighter that would provide the Firefighter with pay that is at least equal to the pay the Firefighter would have been receiving if the injury or illness had not occurred.
- c. Statement by Attending Physician. The application, as filed by or on behalf of a Firefighter, must contain a sworn statement of the Firefighter's medical condition, signed by a doctor attending the Firefighter. The statement should assign a whole body impairment rating as determined by the doctor and state the clinical and/or laboratory test and results upon which it is based. The statement signed by the doctor should further state whether or not, in the doctor's opinion, the Firefighter is (as a result of physical or mental impairment) incapable of performing the duties of the Firefighter's position or an equivalent position in the fire department.
- d. Statement of Firefighter. The application also must contain a sworn statement of the circumstances under which the disability arose, signed by the Firefighter or by another person who has reason to know these circumstances. The application shall also contain such other information as the Board from time to time may require in order to determine the Firefighter's eligibility.
- e. Certification by Designated Doctor. The Board shall designate a doctor to determine if the Firefighter meets the requirements for a disability retirement benefit. The doctor selected by the Board should be familiar with illnesses or injuries such as those suffered by the Firefighter and should be trained in the determination of impairment ratings. The doctor may make a determination hereunder solely on the basis of the application and supporting documentation, or may examine or cause the Firefighter to be examined by other health professionals in order to make a determination hereunder. The designated doctor shall assign a whole body impairment rating to the impairment and shall state whether or not, in the opinion of the designated doctor, the Firefighter (as a result of physical or mental impairment) is incapable of performing the duties of the Firefighter's position or an equivalent position in the fire department. The designated doctor shall certify that rating and opinion to the Board, which shall promptly furnish a copy to the Firefighter.

- f. **Conclusive Effect if by Agreed Doctor.** If the Board and the Firefighter mutually agreed in writing on the doctor to be designated, the findings of the doctor shall be conclusive.
- g. **Time Within Which Firefighter May Dispute Findings.** If the Firefighter did not agree on the doctor to be designed and disputes the findings of the doctor, the Firefighter must file a notice to that effect with the Board within fifteen (15) days after the finding was mailed to the Firefighter's address as shown on the application. If the Firefighter does not file such a notice within the fifteen (15) day time period, the findings of the designated doctor shall be conclusive.
- h. **Findings by a Third Doctor, When Applicable.** If the Firefighter files the notice described in the preceding paragraph within the fifteen (15) day time limit, the designated doctor and the doctor who signed the application shall jointly designate a third doctor who should be familiar with illnesses or injuries such as those suffered by the Firefighter and should be trained in the determination of impairment ratings. The third doctor shall assign a whole body impairment rating to the impairment, shall certify that rating to the Board and shall state whether or not, in the opinion of that doctor, the Firefighter (as a result of physical or mental impairment) is incapable of performing the duties of the Firefighter's position or an equivalent position in the fire department. The findings made by the third doctor shall be conclusive.

#### 4.02 Eligibility for Disability Retirement:

- a. An active Firefighter will qualify for a disability benefit if he becomes disabled (whether on-duty or off-duty) for either physical or mental reasons. For the first two (2) years, the Firefighter need only be disabled to the extent of being unable to perform the duties of his position or an equivalent position in the fire department. Thereafter, he must be unable to perform the duties of any occupation for which he is reasonably suited by education, training or experience. If a disabled Firefighter is gainfully employed while drawing a disability benefit, the monthly disability retirement benefit may be reduced or terminated as described in Section 4.04.
- b. The Firefighter will not be entitled to receive any disability retirement benefit if the disability is a result of:
  - i. Excessive and habitual use by the Firefighter of drugs, intoxicants or narcotics;
  - ii. Injury or disease sustained by the Firefighter while willfully and illegally participating in fights, riots, civil insurrections or while committing a felony;
  - iii. Injury or disease sustained by the Firefighter while serving in any armed forces;
  - iv. Injury or disease sustained by the Firefighter diagnosed or discovered subsequent to the date his employment has terminated; or
  - v. Any attempt at suicide, while sane or insane, or by injuries intentionally self-inflicted.

(1)

- c. **Board Action on Application.** Regardless of the specific impairment rating, if the conclusive finding under Section 4.01 is that the Firefighter (as a result of physical or mental impairment) is not capable of performing the duties of the Firefighter's position or the equivalent position of the fire department, the Board shall approve the application and grant the Firefighter disability retirement, except as provided in Section 4.02.c. If the conclusive finding under Section 4.01 is that the Firefighter is capable of performing the duties of the Firefighter's position or the equivalent position in the fire department, the Board shall deny the application regardless of the specific impairment rating.
- d. **Service Retirement vs. Disability Retirement.** However, if the Firefighter is eligible for a normal service retirement benefit on the date of disability, the Firefighter will receive the normal service retirement benefit to which he would be entitled had he retired as of the date of disability.
- e. **Disability During Leave of Absence.** A Firefighter who becomes disabled while on a non-paid, voluntary leave of absence from the fire department shall not be considered an "active paid firefighter" and is not eligible to receive a disability retirement benefit.
- f. **When Benefit Payments Begin.** No disability retirement benefit shall be paid hereunder until the Firefighter's employment has ceased. The payments will begin on the last day of the calendar month following the month of employment termination. For the month of employment termination, a partial monthly disability retirement benefit will also be paid. This partial benefit is equal to the disability retirement benefit described above multiplied by a fraction, the numerator of which is the number of days from the date of employment termination to the end of the month, and the denominator of which is the total number of days in the month of employment termination. This payment will be paid on the last day of the calendar month following the month of employment termination.
- g. **Termination of Payments During First Two Years.** If at any time during the first two (2) years during which disability retirement benefit payment are being paid to a Firefighter hereunder, the Firefighter is offered a position in the fire department with pay that is equal to or greater than the pay the Firefighter would have been receiving if the Firefighter had continued in the Firefighter's former position in the fire department, the Board shall terminate that Firefighter's disability retirement benefit. In the event the Board determines the Firefighter has submitted or caused false documents to be submitted to the Board in connection with obtaining benefits hereunder, the Board may discontinue or terminate payments hereunder.
- h. **Termination of Payments After First Two Years.** All disability retirement payments to a Firefighter hereunder shall cease if either:
  - i. The Firefighter fails or refuses to provide income tax returns or other information concerning the Firefighter's income, or fails or refuses to submit to an examination by a doctor within thirty (30) days after receiving a request from the Board for such documents or examination; however, the Board may reinstate future payments for the benefit once the Firefighter complies.

- ii. At any time after the Firefighter has been receiving disability retirement benefit payments for at least two (2) years, the monthly benefit payable to that Firefighter is reduced to zero under other provisions of this Plan.
- i. The disability retirement benefit is not a vested accrued benefit and the provisions regarding disability retirement benefits may be amended.

#### 4.03 Amount of Disability Retirement Benefit, First Two Years:

- a. When a Disability is Considered "Duty Related". If (1) the fire department has determined that the impairment which caused a Firefighter to be terminated from active duty with the fire department resulted from the performance of that Firefighter's duties as a Firefighter, and (2) the Firefighter was an active paid firefighter at the time of termination of service with the fire department, the Firefighter's initial disability retirement benefit will be calculated and paid in accordance with Section 4.03.b. If the fire department did not make the determination stated in clause (1), but the Firefighter was an active paid firefighter at the time of termination of service with the fire department, the Firefighter's initial disability retirement benefit will be calculated and paid in accordance with Section 4.03.c.
- b. Disability Retirement Benefit Payments. During the first two (2) years a Firefighter is receiving a disability retirement benefit under this Section 4.03, the Firefighter will receive a standard monthly benefit equal to the benefit as calculated in Section 2.02.

For a duty related disability, the years of Service is equal to a minimum of twenty (20) years.

#### 4.04 Review of Disability Retirement After First Two Years:

- a. Obtaining Information for Review. The Board shall review each disability retirement after the first two years that the benefit has been paid and annually thereafter. At least sixty (60) days prior to the review, the Board shall send to the Firefighter receiving the benefit written notice that the Firefighter must furnish to the Board a true and correct copy of the Firefighter's most recent Federal income tax return, that the return must be received prior to the review, and failure to furnish a copy of the return will result in the benefit being discontinued. Likewise, the Board will furnish to a doctor designated by the Board a copy of the Firefighter's disability retirement file as maintained by the Fund and ask the doctor to review same in order to determine if a new medical examination would be useful in determining the Firefighter's current degree of whole body impairment. If the designated doctor believes that a new medical examination would be useful, the Board will send a notice to the Firefighter receiving the disability retirement benefits, advising that Firefighter that he or she must have such an examination and that failure to submit to the examination within thirty (30) days after the notice will result in the benefit being discontinued. Upon receipt of the report of such new medical examination, the Board will furnish it to the designated doctor.
- b. Review by Designated Doctor. The doctor designated by the Board shall review the information provided by the Board and shall advise the Board in writing as to whether or not the existing whole body impairment rating is still applicable. If the designated doctor advises the Board that the existing rating is still applicable, that finding shall be conclusive. If the designated doctor believes that the existing rating is no longer applicable, that doctor shall assign a new whole body impairment rating and advise the Board in writing of this new rating. If the Board and the

Firefighter mutually agreed in writing on the doctor to be designated, this new rating shall be conclusive.

- c. **Time Within Which Retiree May Dispute Findings.** The Board shall promptly furnish the Firefighter with a copy of the designated doctor's findings if those findings change the impairment rating. If the new rating is not conclusive under Section 4.04.b, and the Firefighter disputes the new rating, the Firefighter must file a notice to that effect within fifteen (15) days after the finding was mailed to the Firefighter's address as shown on the Fund's records. If the Firefighter does not file a notice within that period, the findings of the designated doctor shall be conclusive.
- d. **Report of Retiree's Own Physician.** If a Firefighter has filed a notice under Section 4.04.c, the Firefighter must (at his own cost and expense) be examined by a doctor chosen by the Firefighter and forward to the Board the written report by the doctor regarding that examination within thirty (30) days after the notice was filed under Section 4.04.c. The written report must assign a whole body impairment rating as determined by the doctor and state the clinical and/or laboratory test and result upon which it is based. If the written report, containing the information set forth in this Section 4.04.d, is not received by the Board within forty (40) days after the notice under Section 4.04.c was received by the Board, the designated doctor's findings shall be conclusive. Likewise, if the written report from the doctor chosen by the Firefighter assigns the same impairment rating as was assigned by the designated doctor, that rating shall be conclusive.
- e. **Findings by Third Doctor, When Applicable.** If the report from the doctor chosen by the Firefighter is timely received by the Board and assigns a higher whole body impairment rating, the Board shall forward a copy to the designated doctor. If the designated doctor concurs in those findings, the designated doctor will notify the Board in writing, and the findings shall be conclusive. If the designated doctor disagrees with those findings, the designated doctor and the doctor chosen by the Firefighter shall jointly designate a third doctor, who should be familiar with illnesses or injuries such as those suffered by the Firefighter and should be trained in the determination of impairment ratings. The third doctor shall assign a body impairment rating to the impairment and shall certify that rating to the Board. The findings made by the third doctor shall be conclusive.
- f. **Determination of Earnings Potential.** If the impairment rating is less than fifty percent (50%), the Board will provide a vocational evaluator designated by the Board a written description of the specific nature of the impairment and a copy of the conclusive findings as to the whole body impairment rating. The vocational evaluator, after reviewing that documentation, and after examining the Firefighter when the evaluator believes an examination is appropriate, shall issue a written report to the Board, stating what amount of money (if any) a person with that impairment and that impairment rating should be able to earn, taking into account the specific individual's educational and work background.

#### 4.05 Action by the Board:

Upon receipt of the relevant reports and findings described in Section 4.04, the Board will act upon such information and findings as follows:

- a. **Impairment Rating at Least Fifty Percent (50%).** If the impairment rating is fifty percent (50%) or greater, the Board shall continue paying a benefit equal to the annual benefit paid during the first two (2) years; provided, however, that the actual income (if any) the Firefighter received during the preceding calendar year,

when added to the benefit otherwise payable under this provision would exceed the total compensation the Firefighter would have been receiving as in the Firefighter's position if the disability had not occurred and the Firefighter had continued in his former position with the fire department, the Board shall reduce the disability retirement benefit by the amount of the difference on a dollar-for-dollar basis.

- b. **Impairment Rating Less Than Fifty Percent (50%).** If the impairment rating is less than fifty percent (50%), the Board shall reduce the annual benefit to an amount equal to the annual benefit paid during the first two (2) years multiplied by the impairment rating. However, if either the Firefighter's actual income for the preceding year or the Firefighter's current annual earnings potential as reported by the vocational evaluator equals or exceeds that reduced annual benefit amount, the Firefighter shall be conclusively deemed not to be disabled, and the Firefighter's disability retirement benefit shall be discontinued.
- c. **Return of Account Balance.** If the disability benefit is terminated under Section 4.05.b and the Firefighter did not have at least ten (10) years of Service, then an amount equal to the excess (if any) of the Firefighter's contributions over the total of disability benefit payments made shall be paid to the Firefighter in a lump sum payment unless the Firefighter returns to employment in the fire department prior to such lump sum payment. If the Firefighter had at least ten (10) years of Service in the fire department and elects to leave his contributions in the Fund after ceasing to receive a disability retirement benefit, the Firefighter will become eligible for the vested termination benefit described in Section 5 upon meeting the requirements of that section.

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**WAXAHACHIE FIREMEN'S  
RELIEF AND RETIREMENT FUND**

**Plan Document Effective**

**October 11, 2021**

## **Section 6 Death Benefits**

6.01 Conditions and Amounts of Benefits payable to Surviving Spouse. The Firefighter's Surviving Spouse will receive an immediate monthly benefit for as long as such Surviving Spouse is alive subject to the conditions and in the amounts described below:

- a. If a Firefighter's death occurred while he was in active employment covered under the Fund, the sum of (A) a standard death benefit equal to 34.67% of his Highest 60-Month Average Salary; plus (B) two-thirds (2/3) of any additional service benefit the Firefighter had earned as of the date of his death.
- b. If the Firefighter's death occurred following his service retirement, a standard death benefit equal to two-thirds (2/3) of the service retirement benefit the Firefighter was receiving at the date of death.
- c. If the Firefighter's death occurred following his disability retirement, a standard benefit equal to two-thirds (2/3) of the disability retirement benefit the Firefighter was receiving at the date of death.
- d. If the Firefighter's death occurred following his Termination of Service after July 1, 1999, and the Firefighter was eligible for or receiving a vested termination benefit under Section 5 on the date of his death, a standard benefit equal to two-thirds (2/3) of the vested termination benefit defined in Section 5.
- e. The benefits payable to a Surviving Spouse shall be payable for as long as the Surviving Spouse lives and does not remarry. The benefits shall terminate upon remarriage of the Surviving Spouse. Upon remarriage, an amount equal to the excess, if any, of the Firefighter's contributions over the amount of payments made on behalf of the Firefighter will be paid to the Surviving Spouse in a lump sum payment.
- f. Each Surviving Spouse claiming death benefits must certify by February 1 of each year, in a form and manner acceptable to the Board, that said spouse has not remarried since the death of the Firefighter and is not married as of the time of said declaration. The failure to provide such certification as set out herein shall be grounds for discontinuance of benefits.
- g. The death benefits payable to a Surviving Spouse are not a vested accrued benefit and may be amended.

6.02 Conditions and Amounts of Benefits Payable to a Child:

- a. A death benefit will be paid to each eligible child upon the death of an active Firefighter, service retired Firefighter, disability retired Firefighter, or a Firefighter entitled to a vested deferred monthly benefit, under the conditions and amounts described below:
  - i. if a Surviving Spouse is also receiving a benefit, each eligible child will receive a monthly benefit of 6.93% of the Firefighter's Highest 60-Month Average Salary until age 18;
  - ii. if no Surviving Spouse is receiving a benefit, each eligible child will receive a monthly benefit of 13.86% of the Firefighter's Highest 60-Month Average Salary until age 18.

- b. The benefits defined in Section 6.02.a are payable from age 18 to age 25 as long as the child remains a full-time student between these ages. If the child becomes totally disabled as a result of a physical or mental illness, injury or retardation, the benefits defined in Section 6.02.a are payable after age 17 and for as long as the child remains totally disabled. The Board of Trustees, in its sole discretion, shall make the determination of disability as it relates to a child. For purposes of this section, an eligible child shall be defined as a child who is unmarried and is a dependent of the Firefighter. A child is either the Firefighter's natural-born child or legally adopted child. In order for a natural- born child to be eligible to receive a death benefit under this section, the child's date of birth must be no later than ten (10) months following the first to occur of the date the Firefighter retires, dies or Terminates Service with a vested benefit. In order for an adopted child to be eligible to receive a death benefit under this section, the child must have been adopted prior to the first to occur of the date the Firefighter retires or dies or Terminates Service with a vested benefit.
- c. The death benefits payable to a child are not a vested accrued benefit and may be amended.
- 6.03 If the Firefighter should die with no Surviving Spouse or eligible child, a lump sum amount equal to the excess, if any, of the Firefighter's contributions (without interest) over the amount of payments made on behalf of the Firefighter will be paid to the Firefighter's Estate. No other death benefits will be payable.
- 6.04 The sum of all monthly benefits being paid or payable at any point in time shall not exceed:
- a. for a retired Firefighter, the amount of service or disability retirement benefit the Firefighter was receiving;
  - b. for a Firefighter who was not retired but was eligible for service retirement at his time of death, the service retirement benefit the Firefighter would have received had the Firefighter retired on the date of death; and
  - c. for a Firefighter who was not retired and was not eligible for service retirement at his time of death, the disability retirement benefit the Firefighter would have received had the Firefighter become disabled on the date of death.
- If the sum of all benefits payable on behalf of the Firefighter's Surviving Spouse and children would otherwise exceed the limits set forth above, then the benefit attributable to the Surviving Spouse and each child shall be reduced by the same percentage so that the sum of the reduced benefits equals the applicable limit. If the benefit for the Surviving Spouse or one or more of the children should subsequently be terminated then the benefits for the remaining beneficiaries shall be recalculated to provide the full benefits specified in this plan or a larger pro-rata share of those benefits if the sum of the benefits still exceeds the above-mentioned limit.
- 6.05 Payment of monthly benefits will begin on the 15<sup>th</sup> day of the calendar month following the Firefighter's death. A full monthly death benefit will be payable on the 15<sup>th</sup> day of the month following the death of a Firefighter, the death or remarriage of the Surviving Spouse, or the death or termination of eligibility of a child