

AGENDA

REGULAR MEETING  
MISSOULA RURAL FIRE DISTRICT

BOARD OF TRUSTEES

DATE: Tuesday, August 9th, 2022  
TIME: 4:00 P.M.  
PLACE: Station #1, 2521 South Avenue West, Missoula

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

READING OF MINUTES

PUBLIC COMMENT

CLAIMS

June Claims	\$ 4,600.89
July Claims	<u>\$916,949.34</u>
	\$921,550.23

COMMUNICATIONS

TRUSTEE REPORTS

STAFF REPORTS

OLD BUSINESS

NEW BUSINESS

1. FY22 4<sup>th</sup> QTR Budget vs Actuals
2. Resolution #2022-7 Resolution to amend FY21 Budget
3. Resolution #2022-8 Resolution to amend Missoula Rural Fire District 401 (a) Plan
4. Annexation: 28149 Highway 12 West, Lolo, 59847  
2013 Deer Creek Road, Milltown, 59851

ADJOURNMENT

Missoula Rural Fire District  
Board of Trustees  
Missoula, Montana 59804

July 12<sup>th</sup>, 2022

The Missoula Rural Fire District (MRFD) Board of Trustees (BOT) met in regular session at the Station 1 Headquarters meeting room and via a "Zoom" video conference on **Tuesday, July 12<sup>th</sup>, 2022.**

**CALL TO ORDER:** Chairman Murphy called the meeting to order at 16:00 hours.

### **PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Present: Chairman Ben Murphy, Trustee Jeff Merritt, and Trustee Dan Corti. Absent: Secretary Dick Mangan and Vice-Chairman Larry Hanson.

**READING OF THE MINUTES:** Trustee Merritt moved to accept the minutes as written. Trustee Corti seconded the motion. Motion was voted and passed.

**PUBLIC COMMENT:** No one from the public was present for comment.

**CLAIMS:** Trustee Corti moved to accept the claims as submitted. Trustee Merritt seconded the motion. Motion was voted and passed.

**COMMUNICATIONS:** Melissa Schnee conveyed that there were several thank you letters from the public, three notices of public hearing for annexation, a notice of approval from the Montana Board of Investments INTERCAP loan for the Type I and Type III engines, a DFM Report, an IT Report, a Call for Service Report, and a Public Relations Outreach Report.

### **TRUSTEE REPORTS:**

#### **STAFF REPORTS:**

**Local 2457:** BC Lubke reported that several Local 2457 members attended the State Convention hosted by the Locals in Butte and Anaconda at Fairmont Hot Springs. BC Lubke also mentioned that the International Convention is being held in Toronto this year and is working on determining which members will attend.

**Finance and Human Resources (HR):** Melissa Schnee reported that the last month was mostly focused on finance with the FY21 audit, FY22 year-end closing, and FY23 budget. Also, prep work was started for the upcoming Union negotiations.

**Battalion Chief (BC):** BC Lubke reported 310 incidents in June, about 4% over from where MRFD was this time last year. There were a few significant incidents in the last few weeks: several structure fires, a plane crash, a couple of vehicle accident extrications, and a hazmat incident. There were also a couple of large carrier vehicle fires on the interstate.

**Assistant Chief of Operations:** Chief Finlay reported that last month, he was sent as part of the Western Montana All Hazards Incident Management Team to Carbon County, specifically the area of Red Lodge. Efforts were concentrated on the infrastructure as a result of the flooding. He had an opportunity to meet with several folks in that area and worked closely with Brad Davis of the Missoula Fire Department. Immediately following that incident, Chief Finlay traveled to Sioux Falls, South Dakota, to pick up the new water tender, which will go into service on July 18<sup>th</sup>. Later in the month, Chief Finlay

attended the quarterly meeting with the Local Emergency Planning Committee and discussed emergency planning associated with the expected high temperatures and the fire danger level being raised to "high" on July 18<sup>th</sup>. There was also a considerable amount of Standard Operating Guidelines (SOG) work and transitioning to Blue Card. With continued education and certification, BC Lubke was one of the leaders in bringing that to fruition. Through this process, MRFD recognized that some of their SOGs needed to be tailored toward Blue Card. MRFD will transition to that style of command-and-control on September 1<sup>st</sup>, 2022. Chief Finlay also reported that he has been working on personnel evaluations.

**Fire Chief:** Chief Newman reported that the first round of interviews was completed. The next round of interviews will be with Chief Newman and Chief Finlay on July 25<sup>th</sup>. The plan is to hire four new firefighters for early September. We are in the last stage of the Strategic plan; the final draft will go into CPSE on July 15<sup>th</sup> and then will be published so everyone has the opportunity to see what will guide our operations for the next five years. The main topics were training, staffing, fiscal sustainability, EMS and mutual aid. There's a crew down in California right now with a type 5 in the Fresno area but will be coming home soon. The engine will have been down there for a month. Pretty good timing getting back right now as Paul was talking about. Still working on the Station Alerting and we'll have the final numbers in for that, which is part of the finalization of the budgeting process. Lastly, I would like to commend Chief Finlay and Jon Muir for their work as members of the Missoula Type 3 IMT in Red Lodge and the surrounding areas during the terrible flooding.

**OLD BUSINESS:**

**NEW BUSINESS:**

1. **Memorandum of Understanding between Missoula Rural Fire District and Jon Gildea:** Chief Newman informed the Board that as MRFD's medical director, Dr. Gildea has done a fantastic job. He was a tremendous help during Covid as a member of MRFD's internal Covid taskforce. Trustee Merritt makes a motion to accept the Memorandum of Understanding. Trustee Corti seconded the motion. Motion was voted and passed.
2. **General Release of Liability for Donation of Equipment – University of Montana:** During the last Board meeting, Trustee Corti asked if the Rad Meters for the surplus sale be donated to the University of Montana instead. Trustee Merritt motioned to accept the donation to the University of Montana. Trustee Corti seconded the motion.
3. **Annexation:**
  - a. **6090 Wilderness Trail, Missoula, MT 59804**
  - b. **2400 Larch Camp Rd, Missoula, MT 59803**
  - c. **7800 Alta View, Missoula, MT 59804**
  - d. **14400 HWY 200 East, Bonner, MT 59823**
  - e. **5065 Skyway Drive, Missoula, MT 59804**

Trustee Merritt motioned to accept the first five annexations into the District. Trustee Corti seconded the motion. Motion was voted and passed.
  - f. **11853 Bench Rd, Missoula, MT 59808:** The recommendation from the Deputy Fire Marshal was to allow the Board to decide on whether to annex. Some of the concerns for the property included a steep driveway with loose gravel, no turnaround, and no mitigation in the area, which would make it hard to get the apparatus to the property. Trustee Corti asked if the area could be mitigated to create a turnaround. Chief Newman said he would speak with the Deputy Fire Marshal about that possibility. Trustee Corti made a motion to deny annexation. Trustee Merritt seconded the motion. Motion was voted and passed.
  - g. **3900 Coal Mine Rd, Missoula, MT 59802:** Chief Newman does not recommend the annexation of this property at this time. This is mainly due to the unmitigated wildland fire

risk including difficult access and bad road conditions. Trustee Merritt asked if there is a liability to the District if we don't annex. Chief Newman responded no; we shouldn't annex a property if we can't realistically protect it. Chief Finlay commented that this is a much better system than what MRFD had previously. For instance, in the past there was a house annexed into the District south of Lolo that was on the other side of a river and was not accessible by any of MRFD apparatuses. Based on Chief Newman's recommendation, Trustee Corti moved to deny annexation. Trustee Merritt seconded the motion. Motion was voted and passed.

**ADJOURNMENT:** Trustee Merritt made a motion to adjourn. Trustee Corti seconded the motion. Chairman Murphy adjourned the meeting at 16:35 hours.

Respectfully submitted,



Jenn Culp, Administrative Assistant  
Missoula Rural Fire District

\_\_\_\_\_  
John (Ben) Murphy, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dick Mangan, Secretary

\_\_\_\_\_  
Date

07/25/22  
10:18:18

MISSOULA RURAL FIRE DISTRICT  
Claim Approval List  
For the Accounting Period: 6/22

Page: 1 of 3  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42699		1419 SOLESTONE REIMBURSEMENT SERVICES	2,079.54					
	12624	06/14/22 Medical Supplies	909.43*			1000 80 420480	222	101000
	12623	05/18/22 Medical Supplies	1,170.11*			1000 80 420480	222	101000
42702		1757 UL LLC	2,521.35					
	7202042559	07/27/21 Annual Ladder Inspection	2,521.35			1000 20 420440	370	101000
		# of Claims	2	Total:				4,600.89

08/03/22  
12:39:27

MISSOULA RURAL FIRE DISTRICT  
Claim Details  
For the Accounting Period: 7/22

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Report ID: AP100V

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42716	80311S	1390 AIRPRO	158.75						
1	IN17010 07/26/22 EXHAUST		158.75			1000 50 420460	375		101000
		<b>Total for Vendor:</b>	<b>158.75</b>						
42706	80312S	8 ALLBRAND'S APPLIANCE SERVICE	98.00						
1	166359 07/11/22 STA 1 WASHER REPAIR		98.00			1000 50 420460	361		101000
		<b>Total for Vendor:</b>	<b>98.00</b>						
42664	80247S	473 BLACK MOUNTAIN SOFTWARE	8,679.00						
1	28089 07/01/22 ANNUAL SERVICE AND SUPPORT		8,679.00*			1000 10 420510	321		101000
		<b>Total for Vendor:</b>	<b>8,679.00</b>						
42683	80259S	819 BLACKFOOT COMMUNICATIONS	486.14						
1	166467 07/01/22 STA 2		486.14			1000 10 420510	345		101000
		<b>Total for Vendor:</b>	<b>486.14</b>						
42685	80260S	1480 BRIAN LAFOREST	120.00						
1	22.0713 07/13/22 LAFOREST EVT TEST FEE		120.00			1000 20 420440	380		101000
42733	80300S	1480 BRIAN LAFOREST	15.00						
1	22.0731 07/31/22 LAFOREST JULY GYM REIMB		15.00			1000 20 420440	132		101000
		<b>Total for Vendor:</b>	<b>135.00</b>						
42679	80261S	1796 CALEB QUALLS	918.00						
1	22.0718 07/18/22 WL CA PER DIEM		918.00			1000 50 420460	379		101000
42689	80277S	1796 CALEB QUALLS	80.00						
1	22.0629 07/18/22 QUALLS WL CA BAGGAGE		80.00			1000 50 420460	379		101000
		<b>Total for Vendor:</b>	<b>998.00</b>						
42688	80278S	1424 CHARTER	550.54						
1	8313200410 07/11/22 STA 1		10.54			1000 10 420510	345		101000
2	0937511071 07/12/22 STA 1		540.00			1000 10 420510	345		101000

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MISSOULA RURAL FIRE DISTRICT  
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42700	80295S	1424 CHARTER	688.60						
1	0215411071	07/16/22 STA 6	231.47			1000 10 420510	345		101000
2	0121719072	07/20/22 STA 4	243.51			1000 10 420510	345		101000
3	0122687072	07/20/22 STA 5	213.62			1000 10 420510	345		101000
		<b>Total for Vendor:</b>	<b>1,239.14</b>						
42670	80248S	1299 CITY OF MISSOULA-FINANCE	31.63						
1	187950	07/05/22 STA 1	31.63			1000 10 420510	341		101000
42739	80301S	1299 CITY OF MISSOULA-FINANCE	18.68						
1	197965	07/27/22 STA 6	18.68			1000 10 420510	341		101000
		<b>Total for Vendor:</b>	<b>50.31</b>						
42723	80302S	216 Clearwater Credit Union	15,611.65						
1	1244600	06/23/22 HOUPPERT HAZMAT CONF. FLIGHT	742.21			1000 50 420460	380		101000
2	1244600	06/23/22 HOUPPERT HAZMAT CONF. FLIGHT	30.00			1000 50 420460	380		101000
3	1244600	06/23/22 GIARDINO IAAI FIT APPLICATION	90.00			1000 40 420410	380		101000
4	1244600	06/23/22 COWLING - THEFT	350.00			1000 50 420460	225		101000
5	1244600	06/23/22 BERGBOWER CA WL LODGING	1,211.68			1000 50 420460	379		101000
6	1244600	06/23/22 TANNER CA WL LODGING	1,211.68			1000 50 420460	379		101000
7	1244600	06/23/22 BERGBOWER CA WL FLIGHT	1,094.10			1000 50 420460	379		101000
8	1244600	06/23/22 TANNER CA WL FLIGHT	1,094.10			1000 50 420460	379		101000
9	1244600	06/23/22 BERGBOWER/TANNER CA WL FLIGHT	60.00			1000 50 420460	379		101000
10	1244600	06/23/22 WICK/QUALLS CA WL FLIGHT	60.00			1000 50 420460	379		101000
11	1244600	06/23/22 WICK CA WL FLIGHT	478.60			1000 50 420460	379		101000
12	1244600	06/23/22 QUALLS CA WL FLIGHT	478.60			1000 50 420460	379		101000
13	1244600	06/23/22 ACTIVE 911	1,012.50			1000 10 420510	333		101000
14	1244600	06/23/22 FUEL MIT SIGNS	472.99			1000 100 420441	339		101000
15	1244600	06/23/22 BERGBOWER CA WL LODGING	2,271.90			1000 50 420460	379		101000
16	1244600	06/23/22 TANNER CA WL LODGING	2,271.90			1000 50 420460	379		101000
17	1244600	06/23/22 FEES	12.81			1000 10 420510	356		101000
18	1244600	06/23/22 WICK CA WL LODGING	757.30			1000 50 420460	379		101000
19	1244600	06/23/22 QUALLS CA WL LODGING	757.30			1000 50 420460	379		101000
20	1244600	06/23/22 HORSENS IMAGE TREND FLIGHT	392.20			1000 50 420460	379		101000
21	1244600	06/23/22 HORSENS IMAGE THRED FLIGHT	30.00			1000 50 420460	379		101000

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22	1244600 06/23/22	POSTAGE	14.20			1000 10 420510	311		101000
23	1244600 06/23/22	POSTAGE	9.05			1000 10 420510	311		101000
24	1244600 06/23/22	HOUPPERT HAZMAT CONFERENCE FE	575.00			1000 50 420460	380		101000
25	1244600 06/23/22	REF DRIVING RECORDS	31.48			1000 60 420462	391		101000
26	1244600 06/23/22	POSTAGE	94.20			1000 10 420510	311		101000
27	1244600 06/23/22	POSTAGE	7.85			1000 10 420510	311		101000
		<b>Total for Vendor:</b>	<b>15,611.65</b>						
42696	80279S 1740	Cody Maxon	43.96						
1	22.0709 07/09/22	STA 5	12.56			1000 50 420460	365		101000
2	22.0709 07/09/22	STA 5	31.40			1000 50 420460	365		101000
42698	80296S 1740	Cody Maxon	820.71						
1	22.0722 07/22/22	PARAMEDIC CLASS MATERIALS	820.71			1000 50 420460	380		101000
		<b>Total for Vendor:</b>	<b>864.67</b>						
42738	80313S 76	CULLIGAN WATER CONDITIONING	202.00						
1	607138 07/25/22	ALL STATIONS	202.00			1000 10 420510	341		101000
		<b>Total for Vendor:</b>	<b>202.00</b>						
42722	80338S 1804	CUNA	1,336.30						
1	0822221921 07/28/22	CUNA FEES	1,336.30			1000 10 420510	356		101000
		<b>Total for Vendor:</b>	<b>1,336.30</b>						
42735	80314S 619	CUSTOM WEST PEST CONTROL	195.00						
1	3542507252 07/25/22	STA 1	195.00			1000 50 420460	361		101000
		<b>Total for Vendor:</b>	<b>195.00</b>						
42671	80249S 1416	D.L. WILLIAMS INSURANCE	55,185.00						
1	07012022MR 07/01/22	ANNUAL POLICY	55,185.00			1000 10 420510	510		101000
42697	80280S 1416	D.L. WILLIAMS INSURANCE	1,324.00						
1	1375 07/19/22	NEW WATER TENDER POLICY	1,324.00			1000 10 420510	510		101000
		<b>Total for Vendor:</b>	<b>56,509.00</b>						



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42680	80263S	1738 DYLAN WICK	998.00						
1	22.0718	07/18/22 WL CA PER DIEM	918.00			1000 50 420460	379		101000
2	22.0629	06/29/22 WL CA BAGGAGE	80.00			1000 50 420460	379		101000
		<b>Total for Vendor:</b>	<b>998.00</b>						
42707	80315S	1803 E-Q AUTO & DIESEL	225.00						
1	44304	07/06/22 308	225.00			1000 20 420440	372		101000
		<b>Total for Vendor:</b>	<b>225.00</b>						
42663	80250S	840 FIRST CALL COMPUTER SOLUTIONS	68.95						
1	81352	07/01/22 JULY WEBSITE MAINT	68.95			1000 10 420510	368		101000
		<b>Total for Vendor:</b>	<b>68.95</b>						
42754	80316S	141 GENERAL FIRE APPARATUS	33.63						
1	15091	07/20/22 341	33.63			1000 20 420440	272		101000
		<b>Total for Vendor:</b>	<b>33.63</b>						
42737	80317S	1286 HILLYARD - MT dba HOUSE OF CLEAN	751.04						
2	604795929	07/06/22 STA 1	55.12			1000 50 420460	361		101000
3	604803358	07/14/22 STA 1	26.86			1000 50 420460	361		101000
9	604800205	07/12/22 STA 2	192.22			1000 50 420460	362		101000
10	604803359	07/14/22 STA 2	64.07			1000 50 420460	362		101000
11	604819851	07/28/22 STA 2	68.90			1000 50 420460	362		101000
12	800589233	07/29/22 STA 2	-128.15			1000 50 420460	362		101000
20	604810156	07/20/22 STA 4	10.54			1000 50 420460	364		101000
21	604817049	07/27/22 STA 4	83.23			1000 50 420460	364		101000
25	604794421	07/05/22 STA 5	55.51			1000 50 420460	365		101000
26	604800206	07/12/22 STA 5	13.00			1000 50 420460	365		101000
27	604803360	07/14/22 STA 5	64.07			1000 50 420460	365		101000
29	604800207	07/12/22 STA 6	89.43			1000 50 420460	366		101000
30	604803361	07/14/22 STA 6	28.08			1000 50 420460	366		101000
31	604807540	07/18/22 STA 6	128.16			1000 50 420460	366		101000
		<b>Total for Vendor:</b>	<b>751.04</b>						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42717	80297S	650 HOME DEPOT CREDIT SERVICES	47.47						
1	9220 07/22/22 367		47.47			1000 20 420440	270		101000
		<b>Total for Vendor:</b>	<b>47.47</b>						
42708	80318S	1258 I-STATE TRUCK CENTER	93.87						
1	C253170850 07/07/22 NEW WATER TENDER		93.87			1000 20 420440	272		101000
		<b>Total for Vendor:</b>	<b>93.87</b>						
42719	80303S	1015 IAAI	90.00						
1	22.0728 07/28/22 PETERS IAAI-FII APPLICATION		90.00			1000 50 420460	380		101000
		<b>Total for Vendor:</b>	<b>90.00</b>						
42662	80251S	1840 IMAGE TREND	15,797.00						
1	136423 07/01/22 SOFTWARE		15,797.00*			1000 10 420510	321		101000
		<b>Total for Vendor:</b>	<b>15,797.00</b>						
42721	80304S	1847 J & K CUSTOMS, LLC	5,504.94						
1	1447 07/28/22 NEW RESCUE VEHICLE		5,504.94			1000 20 420440	945		101000
		<b>Total for Vendor:</b>	<b>5,504.94</b>						
42674	80257S	1599 Jon Gildea	9,500.00						
1	22.0713 07/13/22 FY23 CONTRACT		9,500.00*			1000 80 420461	356		101000
		<b>Total for Vendor:</b>	<b>9,500.00</b>						
42682	80264S	410 KEPRO/APS	753.66						
1	0031400 07/01/22 ADMIN		47.70			1000 10 420510	147		101000
2	0031400 07/01/22 RM		9.54			1000 20 420440	147		101000
3	0031400 07/01/22 TO/RVC		19.08			1000 30 420430	147		101000
4	0031400 07/01/22 FP		19.08			1000 40 420410	147		101000
5	0031400 07/01/22 SUP		457.92			1000 50 420460	147		101000
6	0031400 07/01/22 VOL		200.34			1000 60 420462	147		101000
		<b>Total for Vendor:</b>	<b>753.66</b>						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42758	80340S	1282 LIFE-ASSIST, INC	1,001.81						
1	1229125	07/13/22 MEDICAL SUPPLIES	899.01			1000 80 420461	222		101000
2	1229501	07/14/22 MEDICAL SUPPLIES	21.80			1000 80 420461	222		101000
3	1231041	07/19/22 MEDICAL SUPPLIES	81.00			1000 80 420461	222		101000
		<b>Total for Vendor:</b>	<b>1,001.81</b>						
42709	80319S	1743 LOCALITY MEDIA, INC	16,422.00						
1	2255	07/01/22 RENEWAL	16,422.00			1000 10 420510	368		101000
		<b>Total for Vendor:</b>	<b>16,422.00</b>						
42710	80320S	1676 Magda Nelson	1,601.25						
1	233	07/23/22 CONTRACTED SERVICES	1,601.25			1000 10 420510	356		101000
		<b>Total for Vendor:</b>	<b>1,601.25</b>						
42695	80281S	1846 Mckay Whiting	20.00						
1	22.0719	07/19/22 WHITING RFF FINGERPRINTING	20.00			1000 60 420462	391		101000
		<b>Total for Vendor:</b>	<b>20.00</b>						
42687	80265S	1568 MELISSA SCHNEE	85.19						
1	22.0718	07/18/22 SCHNEE REIMB - BRIEF CASE	85.19			1000 10 420510	210		101000
		<b>Total for Vendor:</b>	<b>85.19</b>						
42741	80321S	1806 MINUTEMAN PRESS	164.00						
1	3002	07/28/22 CAR SEAT SAFETY	164.00			1000 10 420510	210		101000
		<b>Total for Vendor:</b>	<b>164.00</b>						
42703	80322S	208 MISSOULA COUNTY MEDICAL BENEFITS	84,598.80						
1	0000010454	07/20/22 ADMIN	8,765.80			1000 10 420510	143		101000
2	0000010454	07/20/22 RM	1,857.10			1000 20 420440	143		101000
3	0000010454	07/20/22 IO/RVC	3,714.20			1000 30 420430	143		101000
4	0000010454	07/20/22 FM	3,094.10			1000 40 420410	143		101000
5	0000010454	07/20/22 SUP	67,167.60			1000 50 420460	143		101000
		<b>Total for Vendor:</b>	<b>84,598.80</b>						

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MISSOULA RURAL FIRE DISTRICT  
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\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42757	80339S	211 MISSOULA COUNTY WORKERS COMP	663.61						
1	22.0731 07/31/22 VFF/REF JULY HOURS		663.61			1000 60 420462	146		101000
		<b>Total for Vendor:</b>	<b>663.61</b>						
42669	80252S	230 MISSOULA ELECTRIC COOPERATIVE	560.42						
1	223950 07/07/22 STA 2		19.50			1000 10 420510	341		101000
2	223950 07/07/22 STA 6		273.94			1000 10 420510	341		101000
3	223950 07/07/22 STA 2		266.98			1000 10 420510	341		101000
		<b>Total for Vendor:</b>	<b>560.42</b>						
42734	80323S	235 MISSOULA MOIOR PARTS	191.76						
1	578800 07/06/22 SHOP		7.32			1000 20 420440	270		101000
2	578800 07/06/22 341		44.46			1000 20 420440	272		101000
3	580687 07/11/22 305		11.97			1000 20 420440	272		101000
4	581677 07/13/22 367		9.76			1000 20 420440	272		101000
5	581687 07/13/22 367		11.86			1000 20 420440	272		101000
7	583595 07/18/22 326		24.98			1000 20 420440	272		101000
8	583655 07/18/22 STA 6		38.48			1000 50 420460	366		101000
9	584697 07/20/22 318		41.63			1000 20 420440	272		101000
10	584870 07/20/22 SHOP		-32.68			1000 20 420440	270		101000
11	866499 07/25/22 STA 1		33.98			1000 50 420460	361		101000
		<b>Total for Vendor:</b>	<b>191.76</b>						
42727	80324S	249 MODERN MACHINERY CO., INC.	28.00						
1	2829673 07/26/22 SAMPLES FOR 318 AND 367		28.00			1000 20 420440	372		101000
		<b>Total for Vendor:</b>	<b>28.00</b>						
42694	80282S	400 MONTANA BOARD OF INVESTMENTS	578,328.38						
1	2853-01 07/20/22 LADDER TRUCK INTEREST		1,779.74			1000 10 420510	620		101000
2	2853-01 07/20/22 LADDER TRUCK PRINCIPAL		255,548.77			1000 10 420510	610		101000
3	2888-01 07/20/22 TYPE I FIRE ENG'S INTEREST		2,220.10			1000 10 420510	620		101000
4	2888-01 07/20/22 TYPE I FIRE ENG'S PRINCIPAL		318,779.77			1000 10 420510	610		101000
		<b>Total for Vendor:</b>	<b>578,328.38</b>						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42666	80253S	1585 MONTANA FIRE TRUSTEES	500.00						
1	22.0707 07/07/22 ANNUAL DUES FY23		500.00			1000 10 420510	333		101000
		<b>Total for Vendor:</b>	<b>500.00</b>						
42684	80266S	1792 MONTANA MOBILE STORAGE, INC	170.00						
1	22925 07/13/22 CONNEX BOX		170.00			1000 10 420510	356		101000
		<b>Total for Vendor:</b>	<b>170.00</b>						
42675	80258S	614 MRFD Volunteer Association	3,250.00						
1	22.0713 07/13/22 FY23 CELL PHONE REIMBURSEMENT		3,250.00			1000 60 420462	134		101000
		<b>Total for Vendor:</b>	<b>3,250.00</b>						
42725	80325S	747 MSC INDUSTRIAL SUPPLY CO.	137.58						
1	5467456001 07/07/22 SHOP SUPPLIES		137.58			1000 20 420440	270		101000
		<b>Total for Vendor:</b>	<b>137.58</b>						
42712	80326S	259 MSUES FIRE TRAINING SCHOOL	95.00						
1	26-173 07/12/22 J.NOBLE FFII		95.00			1000 50 420460	380		101000
		<b>Total for Vendor:</b>	<b>95.00</b>						
42752	80327S	205 MT ACE HARDWARE	57.53						
1	219038269 07/12/22 351		4.00			1000 20 420440	272		101000
2	219042332 07/14/22 318		3.84			1000 20 420440	272		101000
3	219042332 07/14/22 MULE		1.53			1000 20 420440	272		101000
4	219043015 07/15/22 STA 4 EXTRACTOR		0.94			1000 50 420460	364		101000
5	219062079 07/27/22 STA 1		39.98			1000 50 420460	361		101000
6	23560770 07/29/22 STA 4		7.24			1000 50 420460	364		101000
		<b>Total for Vendor:</b>	<b>57.53</b>						
42724	80328S	1542 MT COFFEE EXPRESS	244.50						
1	1092 07/06/22 STA 1		51.50			1000 10 420510	220		101000
2	1222 07/26/22 STA 1		103.00			1000 10 420510	220		101000
3	800433 07/29/22 STA 1 WATER		90.00			1000 10 420510	341		101000
		<b>Total for Vendor:</b>	<b>244.50</b>						

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42711	80329S	260 MT ELECTRONICS COMPANY	187.54						
1	4252 07/11/22	NEW WATER TENDER	34.95			1000 20 420440	945		101000
2	4257 07/12/22	RADIOS	34.00			1000 50 420460	271		101000
3	4256 07/12/22	NEW WATER TENDER	29.95			1000 20 420440	945		101000
4	4294 07/27/22	311	88.64			1000 50 420460	271		101000
		<b>Total for Vendor:</b>	<b>187.54</b>						
42742	80305S	1322 MURDOCHS RANCH & HOME SUPPLY	205.36						
1	1111324910 07/27/22	FUEL MIT	34.46			1000 100 420441	220		101000
2	1111324910 07/27/22	FUEL MIT	170.90			1000 100 420441	220		101000
		<b>Total for Vendor:</b>	<b>205.36</b>						
42718	80298S	1731 NFPA Certification Department	175.00						
1	22.0727 07/27/22	MCDERMOTT NFPA MEMBERSHIP	175.00			1000 40 420410	333		101000
		<b>Total for Vendor:</b>	<b>175.00</b>						
42729	80330S	295 NORCO	24.18						
1	67259 07/31/22	CYLINDER RENTAL	24.18*			1000 80 420461	356		101000
		<b>Total for Vendor:</b>	<b>24.18</b>						
42668	80254S	547 NORTHWESTERN ENERGY	462.25						
1	0461994-6 07/01/22	STA 5	439.43			1000 10 420510	341		101000
2	3571057-3 07/01/22	ORIGINAL STA 5	22.82			1000 10 420510	341		101000
42701	80299S	547 NORTHWESTERN ENERGY	1,797.41						
1	3868058-3 07/15/22	STA 4	908.65			1000 10 420510	341		101000
2	0477741-3 07/19/22	STA 1	792.85			1000 10 420510	341		101000
3	1489125-3 07/19/22	STA 1	95.91			1000 10 420510	341		101000
42726	80306S	547 NORTHWESTERN ENERGY	47.58						
1	0536085-4 07/21/22	SIA 2	47.58			1000 10 420510	341		101000
		<b>Total for Vendor:</b>	<b>2,307.24</b>						

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Claim/ Line #	Check Invoice #/Inv	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42715	80331S	1725 PIERCE LEASING	590.00						
1	0048922	07/22/22 7/19/22-8/15/22 OFFICE TRAILER	590.00			1000 10 420510	530		101000
		<b>Total for Vendor:</b>	<b>590.00</b>						
42730	80307S	31 REPUBLIC SERVICES #889	956.18						
1	0889003155	07/28/22 ALL STATIONS	956.18			1000 10 420510	342		101000
		<b>Total for Vendor:</b>	<b>956.18</b>						
42747	80310S	204 RON LUBKE	27.50						
1	22.0731	07/31/22 LUBKE JULY GYM REIMB	27.50			1000 50 420460	132		101000
		<b>Total for Vendor:</b>	<b>27.50</b>						
42728	80332S	705 SEA WESTERN FIRE APPARATUS &	34,648.91						
1	INV17658	07/28/22 PPE	34,648.91			1000 50 420460	224		101000
		<b>Total for Vendor:</b>	<b>34,648.91</b>						
42753	80333S	360 SHIPPING DEPOT	15.02						
1	330407	07/01/22 JNOBLE FF2	9.95			1000 10 420510	311		101000
2	331339	07/24/22 RFF D/O BOOKS	5.07			1000 10 420510	311		101000
		<b>Total for Vendor:</b>	<b>15.02</b>						
42714	80334S	1419 SOLESTONE REIMBURSEMENT SERVICES	280.45						
1	12622	07/01/22 MEDICAL SUPPLIES	110.45			1000 80 420461	222		101000
2	12621	07/20/22 RFF NOMEK PAINT	170.00			1000 60 420462	391		101000
		<b>Total for Vendor:</b>	<b>280.45</b>						
42692	80283S	369 STAPLES	80.42						
1	9980639787	06/08/22 OFFICE SUPPLIES	5.49			1000 10 420510	210		101000
2	9980641025	06/08/22 OFFICE SUPPLIES	4.79			1000 10 420510	210		101000
3	9908859816	06/11/22 OFFICE SUPPLIES	15.17			1000 10 420510	210		101000
4	9908906247	06/15/22 OFFICE SUPPLIES	27.49			1000 10 420510	210		101000
5	9980699350	07/02/22 OFFICE SUPPLIES	27.48			1000 10 420510	210		101000
		<b>Total for Vendor:</b>	<b>80.42</b>						

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42704	80335S	1707 TEAR IT UP LLC	48.50						
1	59495 07/06/22	SHREDDING SERVICES	48.50			1000 10 420510	356		101000
		<b>Total for Vendor:</b>	<b>48.50</b>						
42690	80284S	1783 Trail West Bank	51,335.24						
1	22.0815 07/19/22	LOAN ACCT XXX0391 PRINCIPAL	17,760.40			1000 10 420510	610		101000
2	22.0815 07/19/22	LOAN ACCT XXX0391 INTEREST	1,864.84			1000 10 420510	620		101000
3	22.0815 07/19/22	LOAN ACCT XXX0392 INTEREST	3,450.00			1000 10 420510	620		101000
4	22.0815 07/19/22	LOAN ACCT XXX0393 INTEREST	3,750.00			1000 10 420510	620		101000
5	22.0815 07/19/22	LOAN ACCT XXX0394 INTEREST	4,860.00			1000 10 420510	620		101000
6	22.0815 07/19/22	LOAN ACCT XXX0395 INTEREST	5,220.00			1000 10 420510	620		101000
7	22.0815 07/19/22	LOAN ACCT XXX0396 INTEREST	6,510.00			1000 10 420510	620		101000
8	22.0815 07/19/22	LOAN ACCT XXX0397 INTEREST	7,920.00			1000 10 420510	620		101000
		<b>Total for Vendor:</b>	<b>51,335.24</b>						
42736	80336S	463 TRI ARC, INC.	62.92						
1	99028 07/26/22	357	30.36			1000 20 420440	272		101000
2	R22631 07/31/22	CYLINDER RENTAL	32.56			1000 20 420440	370		101000
		<b>Total for Vendor:</b>	<b>62.92</b>						
42681	80267S	696 UNIVERSITY OF MONTANA	97.00						
1	120 07/07/22	HIBALA ROCKY MIN RURAL TRAUMA	97.00			1000 60 420462	380		101000
		<b>Total for Vendor:</b>	<b>97.00</b>						
42665	80255S	1628 Univision	3,795.50						
1	243125 07/01/22	MICROSOFT 365	1,402.50			1000 10 420510	368		101000
2	243363 07/01/22	SUPPORT	207.00			1000 10 420510	368		101000
3	22.0707 07/07/22	COMPUTER SUPPORT	2,186.00			1000 10 420510	368		101000
		<b>Total for Vendor:</b>	<b>3,795.50</b>						
42691	80285S	408 VERIZON WIRELESS	940.00						
1	9910963206 07/11/22	WIRELESS	940.00			1000 10 420510	345		101000
		<b>Total for Vendor:</b>	<b>940.00</b>						



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\* ... Over spent expenditure

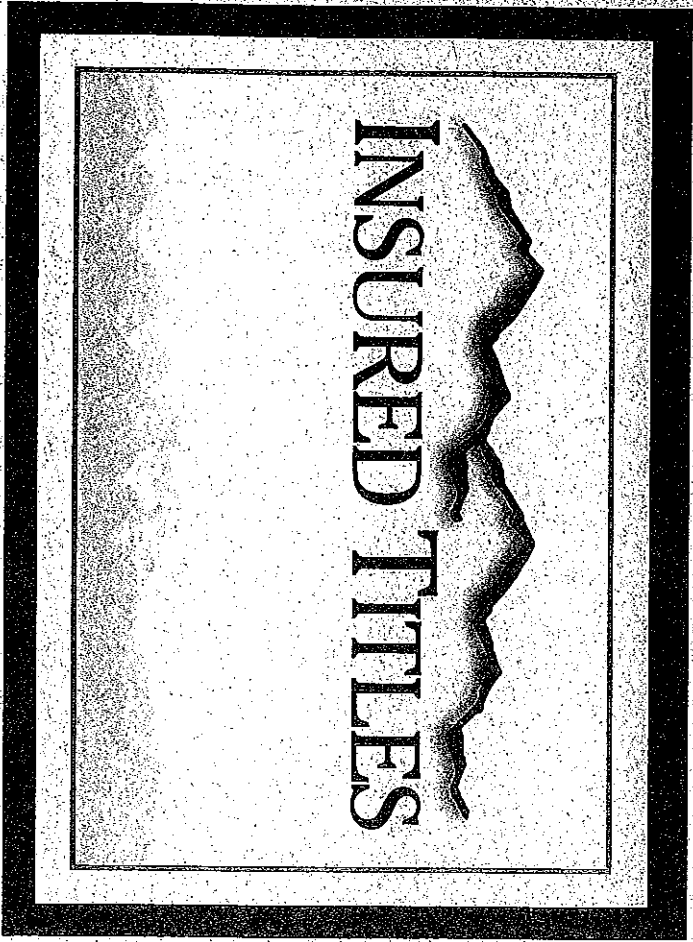
Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
42732	803375	1724 WEX Bank	12,626.03						
1	82716152	07/31/22 FUEL	11,931.10			1000 20 420440	231		101000
2	82716152	07/31/22 FM FUEL	694.93			1000 100 420441	231		101000
Total for Vendor:			12,626.03						
# of Claims			72	Total:	916,949.34	# of Vendors		64	

Claims reviewed and approved for payment at the Regular scheduled Missoula Rural Fire District Board of Trustee Meeting held Tuesday, August 9<sup>th</sup>, 2022, at 4:00 PM.

  
\_\_\_\_\_ Melissa Schnee, Finance/HR Director

\_\_\_\_\_ Ben Murphy, Chairman

\_\_\_\_\_ Dick Mangan, Secretary



Bob Denise  
Nancy Bob  
GJ Tricia  
Judy Lynn  
Heidi Linda  
Candy Sara  
Paul

7/22/02

Thank you for saving  
our ducks  
of  
The Insured Titles  
gang

Hello to the wonderful workers of the 2022 fire mitigation team. 7/26/22

I want you to know how much you helped my husband & I, and how wonderful you all were to work with.

This year, my husband became temporarily disabled (we hope it is temporary) after a series of botched shoulder surgeries. I have been doing the bulk of manual labor for the last 11 months. He helps, and can't be stopped, but he has slowed way down.

I was wondering how we were going to do what needed to be done as far as fire season prep was concerned.

Enter the heroes of the fire mitigation team. You all saved us this year.

**SAVED US.**

With your fantastic attitudes and your hard work, you turned our year and our property around. →

DRIVERSUSER

We are implementing your suggestions, utilizing your very handy check list, and raving about how incredible you all and your program is.

Thank you

Thank you

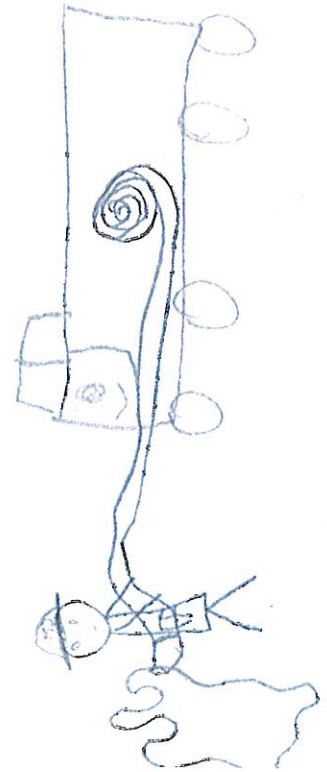
Thank you!

Sincerely,

Rawn Tyler

Dear Firefighters  
THANK YOU!

From: Veda



THANK YOU

american greetings

AGD29C08203  
©AGC, LLC

Return to: City Clerk  
City of Missoula  
435 Ryman Street  
Missoula MT 59802-4297

### RESOLUTION NUMBER 8606

**A resolution to annex and incorporate within the boundaries of the City of Missoula, Montana one certain parcel of land described as Portion 'A' of Lot A-1, Fairway View Addition, Lot A-1 and Lot A-2, Fairway View Addition, located in Section 1, Township 12 North, Range 20 West, P.M.M., as shown on Exhibit A and Exhibit B, and zone the property Fairway View Addition Planned Unit Development, based on the findings of fact in the staff report, subject to the recommended condition of annexation approval by City Council.**

**LEGAL DESCRIPTION:** Portion 'A' of Lot A-1, Fairway View Addition, Lot A-1 and Lot A-2, Fairway View Addition, located in Section 1, Township 12 North, Range 20 West, P.M.M., as shown on Exhibit A and Exhibit B.

**WHEREAS,** Joshua L. Green, owner of 100% of the property described herein as Portion 'A' of Lot A-1 (0.20 acres), has filed Petition No. 10064 with the City Clerk requesting annexation and waiving the need to prepare a service plan for the annexation; and

**WHEREAS,** it is the Missoula City Council's decision to consider this petition for annexation pursuant to the statutory annexation by petition method set forth in Title 7 Chapter 2 Part 46 Section 4601 (3)(a)(ii) Montana Code Annotated (MCA); and

**WHEREAS,** the herein described property is within the City of Missoula Utilities Service Area boundary, the City has current and future capacity to serve the property and development; and the owners/developers will pay all costs to extend the municipal sewer and water service to the property; and

**WHEREAS,** the City Council desires the annexation and zoning of the herein described property be conditioned upon annexation subject to the following condition:

1. The applicant shall file the amended plat subject to the conditions of approval for 2020-MSS-SEA-00021 within one hundred and eighty (180) days of annexation approval, subject to review and approval by Development Services and Engineering, otherwise the Resolution to Annex and the zoning upon annexation of the property shall become null and void, and the property shall revert to its original status in the County of Missoula.

**WHEREAS,** Section 7-2-4211 MCA requires municipalities to include the full width of any public street or road rights-of-way that are adjacent to the property being annexed; and

**WHEREAS,** the Lower Miller Creek right-of-way adjacent to Portion 'A' of Lot A-1 of Fairway View Addition, Lot A-1 and Lot A-2 of Fairway View Addition is currently within the municipal boundary of the City of Missoula; and

**WHEREAS,** the municipal sanitary sewer system is available to the parcel described herein; and

**WHEREAS,** the parcel described herein is currently zoned C-RR2 Residential in the County and the recommended zoning in the City is Fairway View Addition Planned Unit Development in accordance with MCA 76-2-303(3)(a) and Missoula Municipal Code criterion 20.85.040(l)(2c), it is the intention of the City of Missoula to annex this property with the recommended city zoning. FURTHER, the parcel is situated

adjacent to City Council Ward Area No. 5 and the Miller Creek Neighborhood Council District, and it is the intention of the Council to add this parcel to said Ward and Neighborhood Council District; and

**WHEREAS**, Resolution Number 8602 was duly and regularly passed and adopted by the Council of the City of Missoula and approved by the Mayor on 6/20/2022, stating the City's intention to consider extending the City limits to include the within described property and Council set a public hearing for 6/27/2022 at its regularly scheduled City Council meeting to hear all matters pertaining to the annexation and zoning of said property; and

**WHEREAS**, the City published notice of such proposed extension of the city limits on 6/12/2022 and 6/19/2022 as provided by Section 76-2-303 and 7-1-4127 MCA; and

**WHEREAS**, in the judgment of the City Council of the City of Missoula, it is deemed to be in the best interest of the City of Missoula, the inhabitants thereof and the current and future inhabitants of the parcel of land described herein, which have petitioned for annexation and are within the urban growth boundary, that the boundaries of the City of Missoula shall be extended to include the same within the corporate limits.

**NOW, THEREFORE BE IT RESOLVED** that the corporate limits of the City of Missoula are hereby extended to incorporate and annex the property described herein; and

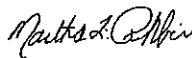
**BE IT FURTHER RESOLVED** that the parcel is hereby zoned Fairway View Addition Planned Unit Development in the City. **FURTHER**, that the parcel is hereby assigned to City Council Ward Area No. 5 and the Miller Creek Neighborhood Council District; and

**BE IT FURTHER RESOLVED** that the minutes of City Council of the City of Missoula, Montana, incorporate this resolution; and

**BE IT FURTHER RESOLVED** that if the city annexation of any lot(s), parcel(s), block(s) or tract(s) of land annexed into the city pursuant to this city annexation resolution or any provision of this resolution is ever held to be invalid or unconstitutional, the City Council hereby declares that any such decision shall not affect the validity of the annexation of the remaining lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or the remaining provisions of this resolution. The City Council hereby declares that it would have passed this resolution and annexed each lot(s), parcel(s), block(s) or tracts(s) of land into the city as well as each provision of this resolution irrespective of the fact that the annexation of any one or more lot(s), parcel(s), block(s) or tract(s) of land annexed into the city or provision of this resolution may have been declared invalid or unconstitutional, and if for any reason the annexation of any lot(s), parcel(s), block(s), tract(s) of land or any provision of this resolution should be declared invalid or unconstitutional, then the annexation of the remaining lot(s), parcel(s), block(s) or tracts(s) of land and resolution provisions are intended to be and shall be in full force and effect as enacted by the City Council.

**PASSED AND ADOPTED** this 11th day of July , 2022.

**ATTEST:**



Martha L. Rehbein, CMC  
City Clerk

**APPROVED:**



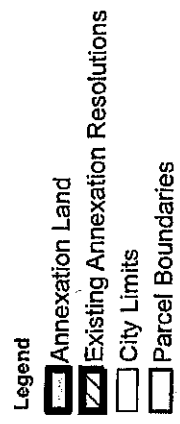
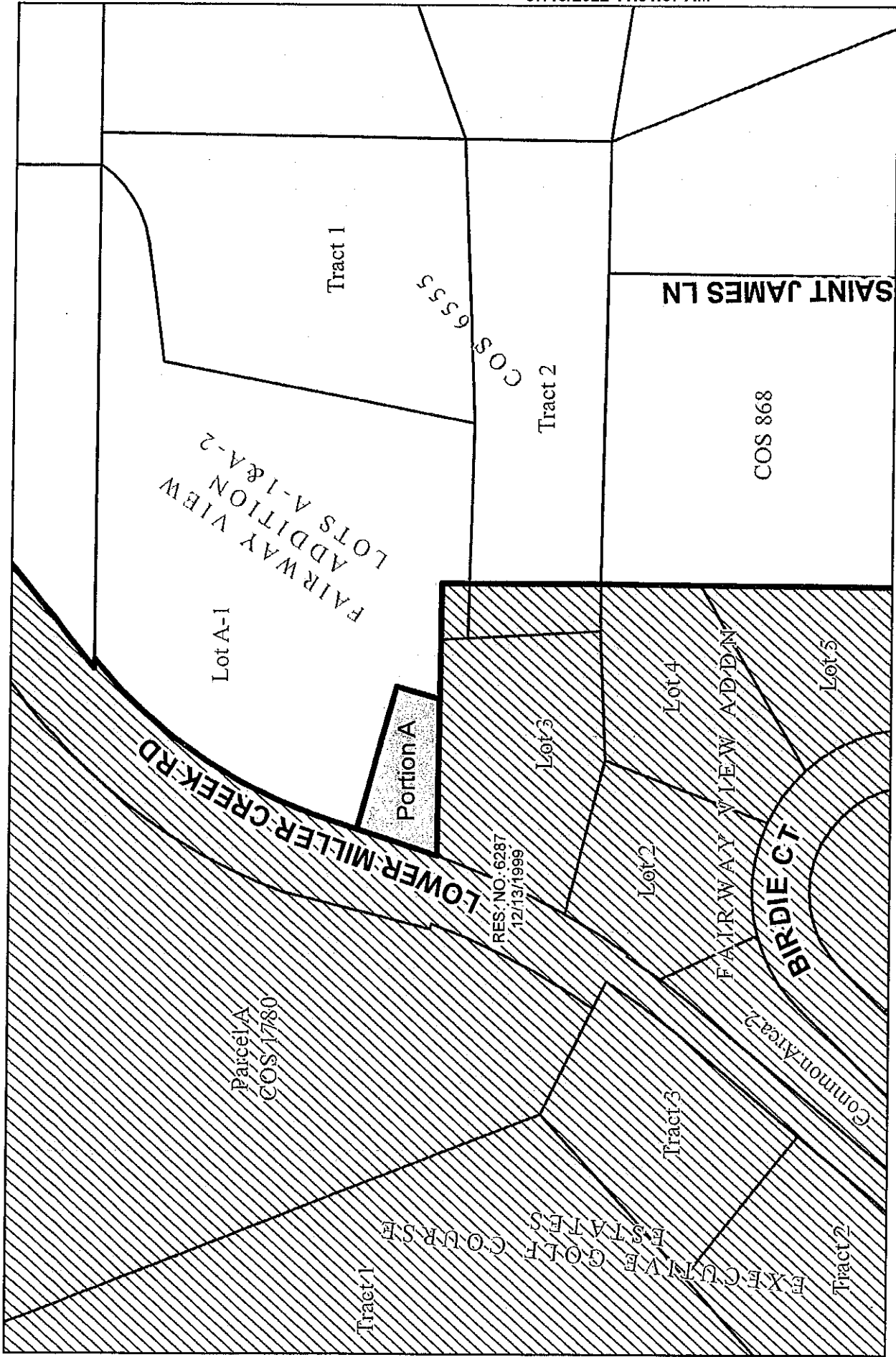
John Engen (Jul 12, 2022 13:43 MDT)

John Engen  
Mayor

(SEAL)

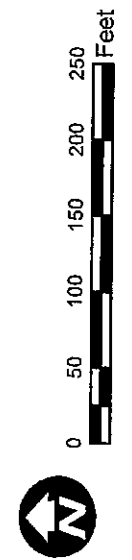






**EXHIBIT A**

**Portion 'A' of Lot A-1**  
**Fairway View Addition, Lots A-1 & A-2**  
 All Located in Section 1, T. 12 N., R. 20 W., P.M.M.  
 Prepared by: CITY OF MISSOULA GIS SERVICES



# ANNEXATION EXHIBIT

PORTION OF LOT A-1, FAIRWAY VIEW ADDITION, LOTS A-1 & A-2,  
AND LOT 3, FAIRWAY VIEW ADDITION, LOCATED IN THE  
SOUTH 1/2 OF SECTION 1, T.12N., R.20W., P.M.M.,  
CITY OF MISSOULA, MONTANA

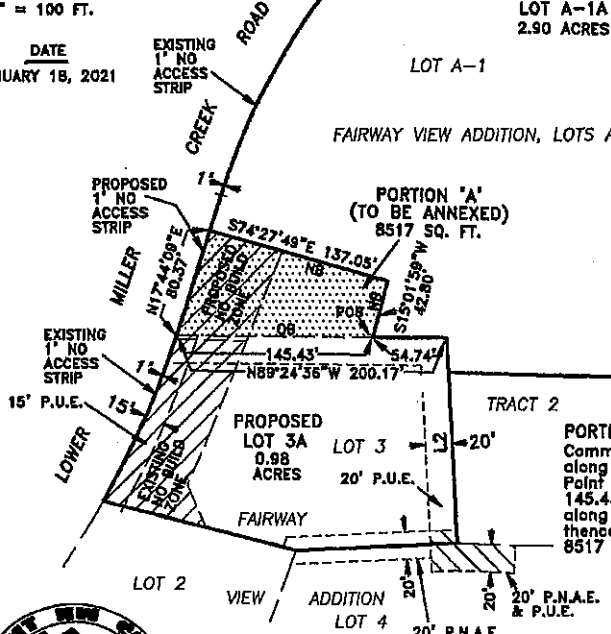
TRACT 1  
C.O.S. 6570

C.O.S. 694



SCALE  
1" = 100 FT.

DATE  
JANUARY 18, 2021



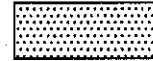
PRIVATE ACCESS EASEMENT  
FOR THE USE AND BENEFIT  
OF LOT A-2

NOTE: NO BUILD ZONE (SLOPE) AND  
NO ACCESS STRIP TO BE EXTENDED  
THROUGH PORTION 'A'.

### PORTION 'A' (TO BE ANNEXED) LEGAL DESCRIPTION

Commencing at the northeast corner of Lot 3, Fairway View Addition; thence along the north boundary of said Lot 3 N.89°24'36"W., 54.74 feet to The True Point of Beginning; thence continuing along said north boundary N.89°24'36"W., 145.43 to a point on the easterly right-of-way of Lower Miller Creek Road; thence along said right-of-way N.17°44'09"E., 80.37 feet; thence S.74°27'49"E., 137.05 feet; thence S.15°01'59"W., 42.80 feet to The True Point of Beginning, containing 8517 sq. ft. of land, more or less

- OB=OLD BOUNDARY
- NB=NEW BOUNDARY
- POB=POINT OF BEGINNING
- P.U.E.=PUBLIC UTILITY EASEMENT
- P.N.A.E.=PUBLIC NON-MOTORIZED ACCESS EASEMENT



=PROPOSED AREA TO BE ANNEXED



**MONTANA NORTHWEST COMPANY**

**SURVEYING MAPPING PLANNING CONSULTING**  
P.O. BOX 6777, MISSOULA, MT 59707 PHONE 406-721-4288 FAX 406-721-4288 MTNWCO.COM  
P.O. BOX 177, AVACINDA, MT 59711 PHONE 406-239-3025 FAX 406-239-3026 MTNWCO.COM

PREPARED AT THE REQUEST OF JOSH GREEN  
MTNWCO PROJECT NO. 2761-20 D-1571



**TYLER R. GERNANT  
CLERK & TREASURER  
200 WEST BROADWAY  
MISSOULA MT 59802-4292  
(406) 258-4752**

---

Missoula Rural Fire District  
2521 South Avenue West  
Missoula, Montana 59804

July 29, 2022

To Whom It May Concern;

Please find enclosed a Notice of Public Hearing and Certifications regarding the request for annexation of the following described parcels of land into the Missoula Rural Fire District:

6090 Wilderness Trail, Missoula MT 59804

2400 Larch Camp Rd, Missoula MT 59803

7800 Alta View, Missoula MT 59804

14400 Hwy 200 E, Bonner MT 59823

5064 Skyway Dr, Missoula MT 59804

The Petitions have been recorded and are available to view online at [missoularecords.us](http://missoularecords.us) at Book 1078 Page 950 through Page 954.

You may contact me at (406) 258-4752 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Baldrige".

Karen Baldrige  
Missoula Clerk & Records Office  
[recording@missoulacounty.us](mailto:recording@missoulacounty.us)  
1-406-258-4752

**NOTICE OF PUBLIC HEARING  
ANNEXATION TO MISSOULA RURAL FIRE DISTRICT**

NOTICE IS HEREBY GIVEN, that a public hearing will be held on the 11th day of August, 2022 beginning at 2:00 p.m. in the Sophie Moiese Room, Courthouse Annex Room 151, 200 West Broadway, Missoula, Montana 59802, on five petitions for annexation into the Missoula Rural Fire District for the following areas:

Parcel 1 of COS 4910 in the NW1/4 of Section 10 T12N R20W  
Tax ID #6002902, located at 6090 Wilderness Trl, Missoula MT 59804

Parcel A of COS 6547 in Section 10 T12N R19W  
Tax ID #1585509, located at 2400 Larch Camp Rd, Missoula MT 59803

Parcel 3A of COS 4548 in the NW1/4 SW1/4 of Section 10 T12N R20W  
Tax ID #3162709, located at 7800 Alta View, Missoula MT 59804

Parcel 2 of COS 5717 in Section 18 T13N R17W  
Tax ID: 3616303, located at 14400 Hwy 200 E, Bonner MT 59823

Parcel 1A of COS 5865 in Section 9 T12N R20W  
Tax ID: 2058009, located at 5064 Skyway Dr, Missoula MT 59804

(To view the petitions recorded at Book 1078 Pages 950 - 954, visit [www.missoularecords.us](http://www.missoularecords.us)  
or contact the Clerk & Recorder's Office at (406) 258-4752)

AND THAT all interested persons should appear in person, or dial 1-406-272-4824  
Conference ID: 413 793 704# at the above mentioned time, to be heard for or against said  
petitions. Written protest will be accepted by the Commissioner's Office, located at Missoula  
County Administration Building, 199 West Pine Street, Missoula, Montana 59802, prior to the  
hearing day.

BY ORDER of the Board of County Commissioners of Missoula County, Montana.



*Karen Bates*  
Tyler R. Gernant *as deputy*  
Clerk & Treasurer  
200 W. Broadway St.  
Missoula, MT 59802  
(406) 258-4752

Date: July 27, 2022

Publish Dates: July 31 & August 7, 2022


## CERTIFICATION

I, Karen Baldrige, Deputy Clerk & Recorder for Missoula County, Montana, hereby certify that the attached petition for annexation to the Missoula Rural Fire District contains the signatures of 40% or more of the owners of the real property within the proposed area to be annexed and of the owners of property representing 40% or more of the taxable value of property within the proposed area to be annexed.

The area to be annexed is described as follows:

Parcel 1 of COS 4910 in the NW1/4 of Section 10 T12N R20W  
Tax ID #6002902; located at 6090 Wilderness Trl, Missoula MT 59804

Signed this 26<sup>th</sup> Day of July, 2022

  
\_\_\_\_\_  
Karen Baldrige  
Deputy Clerk & Recorder



## CERTIFICATION

I, Karen Baldrige, Deputy Clerk & Recorder for Missoula County, Montana, hereby certify that the attached petition for annexation to the Missoula Rural Fire District contains the signatures of 40% or more of the owners of the real property within the proposed area to be annexed and of the owners of property representing 40% or more of the taxable value of property within the proposed area to be annexed.

The area to be annexed is described as follows:

Parcel A of COS 6547 in Section 10 T12N R19W

Tax ID #1585509, located at 2400 Larch Camp Rd, Missoula MT 59803

Signed this 26<sup>th</sup> Day of July, 2022

  
\_\_\_\_\_  
Karen Baldrige  
Deputy Clerk & Recorder



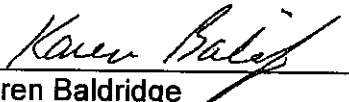
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I, Karen Baldrige, Deputy Clerk & Recorder for Missoula County, Montana, hereby certify that the attached petition for annexation to the Missoula Rural Fire District contains the signatures of 40% or more of the owners of the real property within the proposed area to be annexed and of the owners of property representing 40% or more of the taxable value of property within the proposed area to be annexed.

The area to be annexed is described as follows:

Parcel 3A of COS 4548 in the NW1/4 SW1/4 of Section 10 T12N R20W  
Tax ID #3162709, located at 7800 Alta View, Missoula MT 59804

Signed this 26<sup>th</sup> Day of July, 2022

  
\_\_\_\_\_  
Karen Baldrige  
Deputy Clerk & Recorder



## CERTIFICATION

I, Karen Baldrige, Deputy Clerk & Recorder for Missoula County, Montana, hereby certify that the attached petition for annexation to the Missoula Rural Fire District contains the signatures of 40% or more of the owners of the real property within the proposed area to be annexed and of the owners of property representing 40% or more of the taxable value of property within the proposed area to be annexed.

The area to be annexed is described as follows:

Parcel 2 of COS 5717 in Section 18 T13N R17W  
Tax ID: 3616303, located at 14400 Hwy 200 E, Bonner MT 59823

Signed this 26<sup>th</sup> Day of July, 2022

  
\_\_\_\_\_  
Karen Baldrige  
Deputy Clerk & Recorder





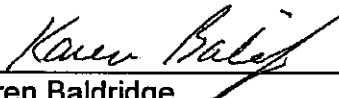
## CERTIFICATION

I, Karen Baldrige, Deputy Clerk & Recorder for Missoula County, Montana, hereby certify that the attached petition for annexation to the Missoula Rural Fire District contains the signatures of 40% or more of the owners of the real property within the proposed area to be annexed and of the owners of property representing 40% or more of the taxable value of property within the proposed area to be annexed.

The area to be annexed is described as follows:

Parcel 1A of COS 5865 in Section 9 T12N R20W  
Tax ID: 2058009, located at 5064 Skyway Dr, Missoula MT 59804

Signed this 26<sup>th</sup> Day of July, 2022

  
\_\_\_\_\_  
Karen Baldrige  
Deputy Clerk & Recorder



**Nicole M. Noonan, CPA, P.C.**  
435 Little Mill Creek Road  
St. Regis, Montana 59866  
Phone: (406) 649-2436  
Cell phone: (406) 239-4260  
E-mail: noonanaccounting@hotmail.com

July 29, 2022

Management and Board of Trustees  
Missoula Rural Fire District  
Missoula, Montana

I am pleased to confirm my understanding of the services I am to provide Missoula Rural Fire District for the year ended June 30, 2021. I will audit the financial statements of the governmental activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Missoula Rural Fire District as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Missoula Rural Fire District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to Missoula Rural Fire District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Changes in Other Postemployment Benefits Liability and Related Ratios
- 4) Schedule of Proportionate Share of the Net Pension Liability
- 5) Schedule of Pension Contributions

I have also been engaged to report on supplementary information other than RSI that accompanies Missoula Rural Fire District's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole, in a report combined with my auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards.

### **Audit Objectives**

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures I consider necessary to enable me to express such opinions. I

will issue written reports upon completion of my Single Audit. My reports will be addressed to the Board of Trustees of Missoula Rural Fire District. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or issue reports, or I may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. My responsibility as an auditor is limited to the period covered by my audit and does not extend to later periods for which I am not engaged as an auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Controls**

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of

controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of Missoula Rural Fire District's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Missoula Rural Fire District's major programs. For federal programs that are included in the Compliance Supplement, my compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Missoula Rural Fire District's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

I will also assist in preparing the financial statement notes of Missoula Rural Fire District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. I, in my sole

professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that I may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that I report.

Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for my review on September 15, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statement notes and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statement notes and that you have reviewed and approved the financial statement notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to

electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, currently extended to September 30, 2022 due to the coronavirus pandemic.

I will provide copies of my reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nicole M. Noonan, CPA, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Montana Department of Administration, Local Government Services or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nicole M. Noonan, CPA, P.C. personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin the audit on August 15, 2022 and to issue my reports no later than September 30, 2022. Nicole M. Noonan is the engagement partner and is responsible for supervising the engagement and signing the reports.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$14,800. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.



I appreciate the opportunity to be of service to Missoula Rural Fire District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

*Nicole M. Noonan, CPA, P.C.*

Nicole M. Noonan, CPA, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Missoula Rural Fire District.

*Melissa Schneec*

Melissa Schneec  
Office Manager

*8/1/22*  
Date

## July 2022 IT Report

- Due to a family medical emergency, I was out of town July 12 through the 27<sup>th</sup>. During that time, I worked remotely on a few problems such as a Telestaff login and printing.
- Additionally, while away, I spent several hours installing and reviewing new Remote Monitoring and Management (RMM) software with Univision. This software will give us more tools to manage computers, better track resources, and process help requests/solutions while facilitating Univision's capability to act as a stand-in during MRFD in-house IT absence to a greater degree than previously. This software is what Univision uses with all its managed clients but usually is not open to those client's access. In the case of MRFD we have full access to all tools and are treated as the primary technician for helpdesk requests. The system will be populated with the detailed notes about all aspects of our IT environment and instructions about software installations that have been created in-house over the last few years.
- Other items in July included
  - Station 1 Teams not connected to large screen
  - Downloading video footage of 2718 W. Central fire from a neighbor's iPad
  - Helping Station 4 personnel restart a couple of computers after a power outage due to a close lightning strike
  - Investigate MDT GPS location not displaying properly
  - Updated a couple computers to Windows 11

Joe Ford  
IT Manager

## Deputy Fire Marshal Monthly Report

Dodd McDermott

July 2022

Activities

### Business Inspections (re-inspections):

- 9220 Beierle Ln

### Certificate of Occupancy Finals (Business):

- 9912 Garrymore Ln
- 6020 Bonner Mill Rd Sprinkler Final

### Residential Sprinkler Final, Rough-Ins, and C of O (residential) Inspections:

- 2417 McCauley Ln CFO
- 10062 Royal Coachman Dr R-I
- 6365 Lamar Trail driveway
- 6020 Pitch Pine Ct
- 2634 S 3<sup>rd</sup> St W CFO
- 1136 Council Way CFO

### Annexation:

- 1<sup>st</sup> letter to 5649 Arnica Rd
- 12 2<sup>nd</sup> letters sent
- 2400 Deer Creek Rd
- Update list to reflect current status
- Resend 13207 Lolo Creek Dr annexation form

### Water Supply (cisterns, hydrants, etc.):

- 

### Lockboxes:

- 

### Community Risk Reduction, Fire Prevention, and Code Compliance:

- 

### Fire Investigations:

- 130 Tower
- Complete reports for 130 Tower and 2185 Amity Ln

### Classes/Training:

- New radio in service

### Plan Reviews:

- Adler Subdivision
- 10870 Sleeman Creek Rd
- 3005 Larch Camp Rd

- 13566 Harpers Bridge Rd
- 10751 Whistler Dr
- 6020 Pitch Pine Ct
- 4747 Gleneagle Way
- 5710 Lariat Loop
- 105 Horseshoe Ln
- 6119 Haugan Dr
- 9809 Valley Grove #2
- 8265 Double Tree Ln
- 5500 Aviation Way
- 2345 Paradise Rd
- 1030 Chief Joseph Cluster
- 7390 Deschamps
- 6005 Ocean View Dr
- 1890 White Tail Ln
- 12366 Highway 10 E

**First Due:**

- 

**Assignments and Other Activities:**

- PSA for Fireworks
- Fireworks related incident list to State Fire Marshal
- MCFPA School Program Meeting

## Deputy Fire Marshal Monthly Report

Peter V. Giardino

July 2022

### Activities

#### **Business Inspections (re-inspections):**

##### **Certificate of Occupancy Finals (Business)**

- NW Factory Finishes – 8973 Bonner Mill Rd.
- Kettlehouse Brewery – Bonner

##### **Residential Sprinkler Final, Rough-Ins, and C of O (residential) Inspections**

- 1637 Hayes Drive (rough-in)
- 3583 S. 3<sup>rd</sup> Street W.

#### **Annexation**

##### **Water Supply (cisterns, hydrants, etc.)**

- Leak Test – Grant Creek Storage

#### **Lockboxes**

- 7600 Pontrelli Place

##### **Community Risk Reduction, Fire Prevention, and Code Compliance**

- Researched Code for outside storage of vehicles (RV's)
- Approval letter sent to HDR, inc. re: Farm Lane hydrant locations.
- IFC for LP gas storage facilities

#### **Fire Investigations**

- 130 Tower Street
- 2718 West Central Ave. (witness interviews)
- Completed West Central fire investigation report.
- Gleneagle wildland fire (INVF trainee)
- Black Mountain Fire

#### **Classes/Training**

- Vehicle Fire Investigation Class

**Plan Reviews**

- 10131 Barns Ct. (New SFR with sprinklers)
- 1802 Cora Ct.
- 9610 Kegan Trail
- 11127 Saddleback Ln.
- 5585 Golf Drive
- 14105 Harpers Bridge Rd.
- 7088 Hwy 200 E
- 7102 Hwy 200 E.
- 7859 Hwy 200 E.
- 16900 Old Hwy 93 S.
- I-State fire alarm plans
- 1870 Mullan Trail

**First Due:**

- Reviewed survey put out by CRR Division

**Assignments and Other Activities**

- MCFPA meeting (virtual)

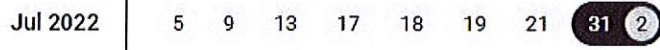
## **Public Relations Outreach Breakdown**

July 2022

- 9 total documented events
  - 6 social media posts (Facebook/Instagram/Twitter)
  - 0 scheduled media appearance (Newspaper/Radio/TV)
  - 1 in station event (Car Seat Event/Station Tour)
  - 2 impromptu media appearance (Newspaper/Radio/TV)
  - 0 other (Fundraiser/Parade/Etc.)

### Date

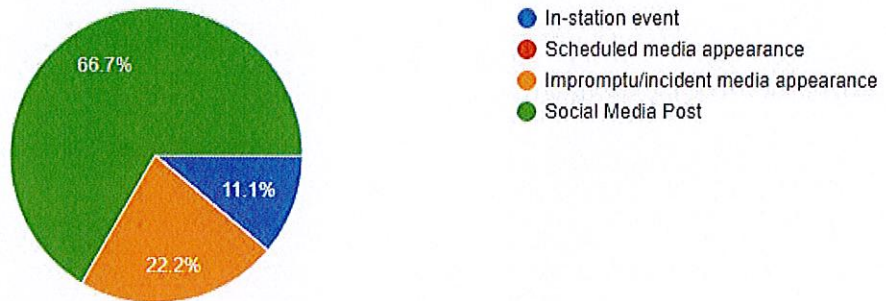
9 responses



### Type

9 responses

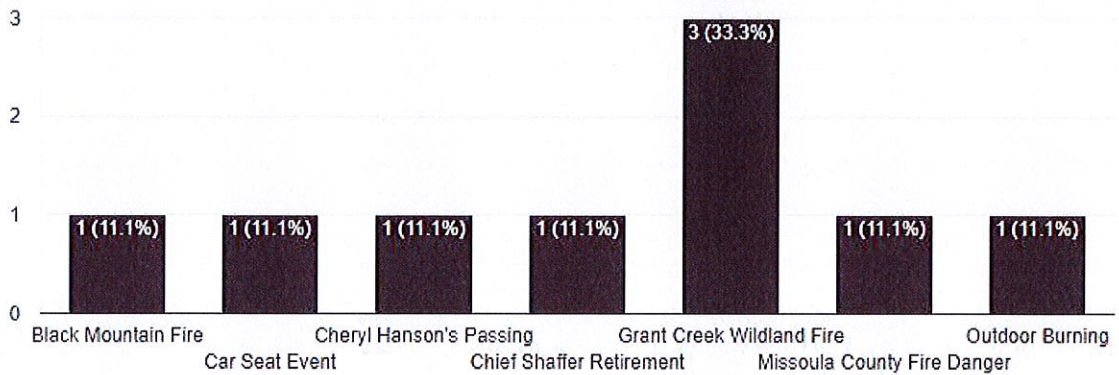
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### Topic Being Discussed

9 responses

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# **FIRE-RESCUE**

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## **MISSOULA RURAL FIRE DISTRICT**

### 4th Quarter Budget vs Actual

### FY 21/22



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MISSOULA RURAL FIRE DISTRICT  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 6 / 22

Page: 1 of 2  
Report ID: B110

1000 GENERAL FUND

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
<b>310000 TAXES</b>					
311010 REAL PROPERTY TAXES	665,619.49	7,950,701.11	8,105,519.00	154,817.89	98 %
311021 MOBILE HOME PROPERTY TAXES	9,823.77	93,977.54	0.00	-93,977.54	** %
311022 PERSONAL PROPERTY TAXES	72,770.37	125,626.00	0.00	-125,626.00	** %
312000 PENALTY & INTEREST ON DELQ. TAXES	5,041.50	17,273.00	0.00	-17,273.00	** %
<b>Account Group Total:</b>	<b>753,255.13</b>	<b>8,187,577.65</b>	<b>8,105,519.00</b>	<b>-82,058.65</b>	<b>101 %</b>
<b>330000 INTERGOVERNMENTAL REVENUES</b>					
331001 HMEP GRANT	0.00	1,330.11	0.00	-1,330.11	** %
331003 FUEL MITIGATION GRANT (FEDERAL)	30,664.05	139,914.39	135,456.00	-4,458.39	103 %
331004 SAFER GRANT	0.00	267,488.88	626,426.00	358,937.12	43 %
333041 MSLA WATER PILT	0.00	5,481.76	20,000.00	14,518.24	27 %
335230 STATE ENTITLEMENT SHARE	216,801.15	835,017.09	824,288.00	-10,729.09	101 %
336010 WILDLAND FIRE	0.00	328,865.69	80,000.00	-248,865.69	411 %
336011 ALL HAZARDS	0.00	2,266.53	30,000.00	27,733.47	8 %
<b>Account Group Total:</b>	<b>247,465.20</b>	<b>1,580,364.45</b>	<b>1,716,170.00</b>	<b>135,805.55</b>	<b>92 %</b>
<b>340000 CHARGES FOR SERVICES</b>					
342023 SUB-DIVISION REVIEW FEES	5,875.00	42,131.00	10,000.00	-32,131.00	421 %
342029 ALL HAZARD INCIDENT FEES	0.00	0.00	500.00	500.00	0 %
342030 LOCKBOX/SIGN FEES	627.00	1,463.00	4,000.00	2,537.00	37 %
342031 REPORT FEES	0.00	185.00	1,000.00	815.00	19 %
342060 FUEL MITIGATION FEES	1,800.00	12,600.00	12,000.00	-600.00	105 %
<b>Account Group Total:</b>	<b>8,302.00</b>	<b>56,379.00</b>	<b>27,500.00</b>	<b>-28,879.00</b>	<b>205 %</b>
<b>360000 MISCELLANEOUS REVENUES</b>					
362010 OTHER REVENUE	967.58	73,276.55	5,000.00	-68,276.55	*** %
362021 INSURANCE CLAIM	119.95	16,557.39	5,000.00	-11,557.39	331 %
362070 SAFE KIDS COALITION PROJECTS	105.00	1,268.00	0.00	-1,268.00	** %
365010 GIFTS/DONATIONS	0.00	2,088.00	8,000.00	5,912.00	26 %
367000 SURPLUS PROP SALE (NON-CAPT ASSESTS)	0.00	1,007.93	0.00	-1,007.93	** %
<b>Account Group Total:</b>	<b>1,192.53</b>	<b>94,197.87</b>	<b>18,000.00</b>	<b>-76,197.87</b>	<b>523 %</b>
<b>370000 INVESTMENT AND ROYALTY EARNINGS</b>					
371010 INTEREST EARNINGS	6,153.06	17,753.57	4,000.00	-13,753.57	444 %
<b>Account Group Total:</b>	<b>6,153.06</b>	<b>17,753.57</b>	<b>4,000.00</b>	<b>-13,753.57</b>	<b>444 %</b>
<b>380000</b>					
381000 PROCEEDS FROM LONG TERM DEBT	0.00	316,178.20	316,178.00	-0.20	100 %
382000 PROCEEDS FROM SALE OF CAPITAL ASSETS	0.00	631,720.00	15,000.00	-616,720.00	*** %
<b>Account Group Total:</b>	<b>0.00</b>	<b>947,898.20</b>	<b>331,178.00</b>	<b>-616,720.20</b>	<b>286 %</b>
<b>Fund Total:</b>	<b>1,016,367.92</b>	<b>10,884,170.74</b>	<b>10,202,367.00</b>	<b>-681,803.74</b>	<b>107 %</b>

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MISSOULA RURAL FIRE DISTRICT  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 6 / 22

Page: 2 of 2  
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2399 CAPITAL IMPROVEMENTS FUND

Account	Received		Estimated Revenue	Revenue %	
	Current Month	Received YTD		To Be Received	Received
380000					
383000 Transfer In	772,000.00	772,000.00	772,000.00	0.00	100 %
Account Group Total:	772,000.00	772,000.00	772,000.00	0.00	100 %
Fund Total:	772,000.00	772,000.00	772,000.00	0.00	100 %
Grand Total:	1,788,367.92	11,656,170.74	10,974,367.00	-681,803.74	106 %

MISSOULA RURAL FIRE DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 22

1000 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
420000 PUBLIC SAFETY							
420400 FIRE PROTECTION & CONTROL							
	110 Full-time Salaries	0.00	-362,862.53	0.00	0.00	362,862.53	%
	<b>Account Total:</b>	<b>0.00</b>	<b>-362,862.53</b>	<b>0.00</b>	<b>0.00</b>	<b>362,862.53</b>	<b>%</b>
420410 FIRE PREVENTION							
	110 Full-time Salaries	6,955.14	273,199.17	312,246.00	312,246.00	39,046.83	87 %
	111 Holiday Pay	190.47	897.37	0.00	0.00	-897.37	%
	120 Overtime Full-time	214.29	938.78	10,068.00	10,068.00	9,129.22	9 %
	130 Vacation-Sick Accrual	0.00	53,871.37	152,800.00	152,800.00	98,928.63	35 %
	135 Clothing Allowances	0.00	1,300.00	1,950.00	1,950.00	650.00	67 %
	136 Deferred Comp/Other Fringe	0.00	32,109.49	18,305.00	18,305.00	-13,804.49	175 %
	141 FICA	106.71	4,777.97	4,688.00	4,688.00	-89.97	102 %
	142 PERS	988.28	33,327.50	37,458.00	37,458.00	4,130.50	89 %
	143 Health/Dental/Optical	3,094.10	41,980.20	51,105.00	51,105.00	9,124.80	82 %
	144 Disability Coverage	8.16	148.77	531.00	531.00	382.23	28 %
	145 UCC	18.38	825.52	789.00	789.00	-36.52	105 %
	146 Workers Compensation	296.73	13,431.53	15,107.00	15,107.00	1,675.47	89 %
	147 EAP	0.00	104.94	120.00	120.00	15.06	87 %
	220 Operating Supplies	429.78	4,689.44	10,000.00	10,000.00	5,310.56	47 %
	221 Small Equipment	88.45	88.45	1,500.00	1,500.00	1,411.55	6 %
	235 Fire Investigation	0.00	1,149.10	1,000.00	1,000.00	-149.10	115 %
	322 Books	0.00	882.45	1,000.00	1,000.00	117.55	88 %
	333 Subscriptions	175.00	680.00	5,700.00	5,700.00	5,020.00	12 %
	339 Public Information	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	379 Food, Lodging, Travel	457.96	6,792.74	8,370.00	8,370.00	1,577.26	81 %
	380 Training	0.00	2,477.50	3,710.00	3,710.00	1,232.50	67 %
	384 Sub-Division Review	0.00	0.00	3,000.00	3,000.00	3,000.00	%
	<b>Account Total:</b>	<b>13,023.45</b>	<b>473,672.29</b>	<b>640,447.00</b>	<b>640,447.00</b>	<b>166,774.71</b>	<b>74 %</b>
420430 TRAINING							
	110 Full-time Salaries	13,786.47	133,512.03	106,382.00	106,382.00	-27,130.03	126 %
	111 Holiday Pay	725.61	2,252.22	0.00	0.00	-2,252.22	%
	120 Overtime Full-time	3,922.60	54,949.59	124,359.00	124,359.00	69,409.41	44 %
	135 Clothing Allowances	0.00	650.00	650.00	650.00	0.00	100 %
	141 FICA	266.24	2,769.25	2,087.00	2,087.00	-682.25	133 %
	142 PERS	2,514.26	19,885.54	15,276.00	15,276.00	-4,609.54	130 %
	143 Health/Dental/Optical	3,714.20	28,547.60	21,396.00	21,396.00	-7,151.60	133 %
	144 Disability Coverage	21.23	182.74	257.00	257.00	74.26	71 %
	145 UCC	46.07	478.40	378.00	378.00	-100.40	127 %
	146 Workers Compensation	697.34	7,045.60	7,251.00	7,251.00	205.40	97 %
	147 EAP	0.00	47.70	40.00	40.00	-7.70	119 %
	220 Operating Supplies	0.00	1,580.49	7,300.00	7,300.00	5,719.51	22 %
	221 Small Equipment	0.00	0.00	2,600.00	2,600.00	2,600.00	%
	333 Subscriptions	0.00	1,556.94	7,930.00	7,930.00	6,373.06	20 %
	379 Food, Lodging, Travel	0.00	823.21	3,500.00	3,500.00	2,676.79	24 %
	380 Training	0.00	120.00	2,000.00	2,000.00	1,880.00	6 %
	392 Research and Development	0.00	1,682.57	3,150.00	3,150.00	1,467.43	53 %
	394 Rescue Equipment Maintenance	435.64	7,149.90	6,000.00	6,000.00	-1,149.90	119 %
	<b>Account Total:</b>	<b>26,129.66</b>	<b>263,233.78</b>	<b>310,556.00</b>	<b>310,556.00</b>	<b>47,322.22</b>	<b>85 %</b>

1000 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
420440	RESOURCE MANAGEMENT						
110	Full-time Salaries	6,259.02	85,409.00	85,650.00	85,650.00	241.00	100 %
111	Holiday Pay	329.42	1,317.68	0.00	0.00	-1,317.68	%
120	Overtime Full-time	546.93	14,720.49	16,266.00	16,266.00	1,545.51	90 %
135	Clothing Allowances	0.00	650.00	650.00	650.00	0.00	100 %
141	FICA	103.46	1,480.24	1,374.00	1,374.00	-106.24	108 %
142	PERS	977.50	12,142.95	12,299.00	12,299.00	156.05	99 %
143	Health/Dental/Optical	1,857.10	23,136.30	21,396.00	21,396.00	-1,740.30	108 %
144	Disability Coverage	8.83	101.66	161.00	161.00	59.34	63 %
145	UCC	17.85	255.23	237.00	237.00	-18.23	108 %
146	Workers Compensation	283.09	3,957.11	4,537.00	4,537.00	579.89	87 %
147	EAP	0.00	38.16	40.00	40.00	1.84	95 %
202	Extrication	0.00	1,347.67	4,800.00	4,800.00	3,452.33	28 %
203	Thermal Imaging	94.55	8,397.44	9,100.00	9,100.00	702.56	92 %
204	SCBA	68.52	796.24	4,000.00	4,000.00	3,203.76	20 %
205	Fire Extinguisher	0.00	2,308.15	3,210.00	3,210.00	901.85	72 %
206	Saws	0.00	3,249.83	3,600.00	3,600.00	350.17	90 %
221	Small Equipment	0.00	319.00	11,500.00	11,500.00	11,181.00	3 %
231	Fuel	12,038.95	69,367.54	55,000.00	55,000.00	-14,367.54	126 %
232	Lubricants	39.02	2,088.19	4,500.00	4,500.00	2,411.81	46 %
233	Tires	0.00	23,580.95	22,930.00	22,930.00	-650.95	103 %
234	Small Tools	0.00	1,752.35	1,400.00	1,400.00	-352.35	125 %
270	Maintenance-All Other	150.42	6,590.27	6,395.00	6,395.00	-195.27	103 %
271	Radio Maintenance	0.00	11,197.79	8,000.00	8,000.00	-3,197.79	140 %
272	Vehicle Maintenance	4,830.18	33,668.12	51,394.00	51,394.00	17,725.88	66 %
301	Generators	0.00	9,171.08	7,100.00	7,100.00	-2,071.08	129 %
302	Extrication	4,793.00	4,923.00	4,200.00	4,200.00	-723.00	117 %
304	SCBA	0.00	1,710.00	9,000.00	9,000.00	7,290.00	19 %
305	Fire Extinguisher	0.00	766.00	1,210.00	1,210.00	444.00	63 %
333	Subscriptions	0.00	312.16	200.00	200.00	-112.16	156 %
370	Maintenance - All other Equip.	3,076.30	5,293.52	9,000.00	9,000.00	3,706.48	59 %
371	Radio Maintenance	0.00	595.00	0.00	0.00	-595.00	%
372	Vehicle Maintenance	692.33	29,507.48	45,000.00	45,000.00	15,492.52	66 %
373	Vehicle Body Repair	0.00	7,315.33	10,000.00	10,000.00	2,684.67	73 %
379	Food, Lodging, Travel	0.00	1,881.24	3,440.00	3,440.00	1,558.76	55 %
380	Training	0.00	658.00	1,240.00	1,240.00	582.00	53 %
941	Technical Equipment	0.00	8,325.17	8,100.00	8,100.00	-225.17	103 %
945	APPARATUS REPLACEMENT	241,701.15	436,929.23	648,000.00	648,000.00	211,070.77	67 %
	<b>Account Total:</b>	<b>277,867.62</b>	<b>815,259.57</b>	<b>1,074,929.00</b>	<b>1,074,929.00</b>	<b>259,669.43</b>	<b>76 %</b>
420450	MRFD HAZMAT						
220	Operating Supplies	584.00	658.52	10,000.00	10,000.00	9,341.48	7 %
221	Small Equipment	0.00	1,115.00	2,000.00	2,000.00	885.00	56 %
224	Turnout Clothing	0.00	0.00	2,500.00	2,500.00	2,500.00	%
379	Food, Lodging, Travel	0.00	0.00	200.00	200.00	200.00	%
	<b>Account Total:</b>	<b>584.00</b>	<b>1,773.52</b>	<b>14,700.00</b>	<b>14,700.00</b>	<b>12,926.48</b>	<b>12 %</b>

MISSOULA RURAL FIRE DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 22

1000 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
420460 FIRE SUPPRESSION							
110	Full-time Salaries	276,714.70	3,803,476.75	3,780,673.00	3,780,673.00	-22,803.75	101 %
111	Holiday Pay	13,620.61	137,696.49	193,995.00	193,995.00	56,298.51	71 %
120	Overtime Full-time	45,047.10	356,832.11	254,000.00	254,000.00	-102,832.11	140 %
122	Overtime Regular Training	1,194.96	116,438.23	368,352.00	368,352.00	251,913.77	32 %
128	Overtime Wildland	0.00	132,827.16	100,000.00	100,000.00	-32,827.16	133 %
130	Vacation-Sick Accrual	0.00	7,523.56	0.00	0.00	-7,523.56	%
132	Health Club Reimbursement	116.25	1,642.17	4,000.00	4,000.00	2,357.83	41 %
135	Clothing Allowances	0.00	31,200.00	31,200.00	31,200.00	0.00	100 %
141	FICA	4,869.24	70,010.62	63,972.00	63,972.00	-6,038.62	109 %
142	PERS	41,215.38	556,680.09	570,762.00	570,762.00	14,081.91	98 %
143	Health/Dental/Optical	68,997.90	814,307.90	864,274.00	864,274.00	49,966.10	94 %
144	Disability Coverage	384.66	4,830.66	7,500.00	7,500.00	2,669.34	64 %
145	UCC	841.42	11,465.03	11,030.00	11,030.00	-435.03	104 %
146	Workers Compensation	13,182.56	180,071.90	211,329.00	211,329.00	31,257.10	85 %
147	EAP	0.00	1,822.14	1,920.00	1,920.00	97.86	95 %
220	Operating Supplies	18.84	5,075.77	5,460.00	5,460.00	384.23	93 %
223	Foam Concentrate	0.00	0.00	4,000.00	4,000.00	4,000.00	%
224	Turnout Clothing	12.00	32,230.32	94,905.00	94,905.00	62,674.68	34 %
225	Wildland Clothing	0.00	6,908.18	4,800.00	4,800.00	-2,108.18	144 %
226	EMT Clothing	0.00	1,491.65	3,000.00	3,000.00	1,508.35	50 %
229	Wildland Supplies	20.99	2,724.99	5,265.00	5,265.00	2,540.01	52 %
230	Uniforms	913.64	913.64	4,900.00	4,900.00	3,986.36	19 %
234	Small Tools	0.00	1,407.96	2,500.00	2,500.00	1,092.04	56 %
236	WL Hose/Nozzle	0.00	9,959.06	24,000.00	24,000.00	14,040.94	41 %
322	Books	0.00	0.00	100.00	100.00	100.00	%
333	Subscriptions	0.00	325.00	300.00	300.00	-25.00	108 %
361	Maint. Bldgs/Grounds Station 1	2,088.97	14,453.46	12,200.00	12,200.00	-2,253.46	118 %
362	Maint. Bldgs/Grounds Station 2	412.23	8,177.58	8,500.00	8,500.00	322.42	96 %
364	Maint. Bldgs/Grounds Station 4	477.96	8,182.49	8,500.00	8,500.00	317.51	96 %
365	Maint. Bldgs/Grounds Station 5	1,123.64	8,006.91	8,500.00	8,500.00	493.09	94 %
366	Maint. Bldgs/Grounds Station 6	-168.84	8,595.11	8,500.00	8,500.00	-95.11	101 %
367	Station Maintenance Projects	0.00	5,616.17	63,000.00	63,000.00	57,383.83	9 %
369	Maint. Turnout Clothing	0.00	277.97	4,000.00	4,000.00	3,722.03	7 %
375	Exhaust System Maint.	0.00	20,119.84	37,500.00	37,500.00	17,380.16	54 %
379	Food, Lodging, Travel	3,507.40	34,239.57	102,425.00	102,425.00	68,185.43	33 %
380	Training	10,480.00	41,094.47	110,437.00	110,437.00	69,342.53	37 %
533	Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
941	Technical Equipment	0.00	12,505.00	23,355.00	23,355.00	10,850.00	54 %
<b>Account Total:</b>		<b>485,071.61</b>	<b>6,449,129.95</b>	<b>6,999,654.00</b>	<b>6,999,654.00</b>	<b>550,524.05</b>	<b>92 %</b>
420470 FUEL MITIGATION							
110	Full-time Salaries	15,517.50	69,192.51	140,760.00	140,760.00	71,567.49	49 %
120	Overtime Full-time	385.81	7,014.32	1,000.00	1,000.00	-6,014.32	701 %
128	Overtime Wildland	0.00	0.00	10,000.00	10,000.00	10,000.00	%
141	FICA	1,192.67	5,409.78	10,768.00	10,768.00	5,358.22	50 %
142	PERS	575.30	1,420.54	0.00	0.00	-1,420.54	%
144	Disability Coverage	0.56	6.98	0.00	0.00	-6.98	%
145	UCC	39.75	190.57	211.00	211.00	20.43	90 %
146	Workers Compensation	642.28	3,007.59	6,869.00	6,869.00	3,861.41	44 %
220	Operating Supplies	309.81	4,060.95	2,700.00	2,700.00	-1,360.95	150 %

MISSOULA RURAL FIRE DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 22

1000 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
221	Small Equipment	0.00	12,332.92	3,300.00	3,300.00	-9,032.92	374 %
231	Fuel	1,355.54	3,617.36	3,000.00	3,000.00	-617.36	121 %
339	Public Information	0.00	0.00	1,000.00	1,000.00	1,000.00	%
356	Contract Services	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	<b>Account Total:</b>	<b>20,019.22</b>	<b>106,253.52</b>	<b>180,608.00</b>	<b>180,608.00</b>	<b>74,354.48</b>	<b>59 %</b>
420480 MEDICAL							
220	Operating Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	%
222	Medical Supplies	4,281.81	37,658.23	28,000.00	28,000.00	-9,658.23	134 %
356	Contract Services	0.00	11,687.50	15,000.00	15,000.00	3,312.50	78 %
	<b>Account Total:</b>	<b>4,281.81</b>	<b>49,345.73</b>	<b>45,000.00</b>	<b>45,000.00</b>	<b>-4,345.73</b>	<b>110 %</b>
420490 MRFD Volunteers							
133	Volunteer Operations Budget	0.00	0.00	7,000.00	7,000.00	7,000.00	%
134	Volunteer Cell Phone	0.00	0.00	3,000.00	3,000.00	3,000.00	%
146	Workers Compensation	725.01	9,327.29	15,000.00	15,000.00	5,672.71	62 %
147	EAP	0.00	810.90	1,419.00	1,419.00	608.10	57 %
380	Training	1,060.00	11,247.20	26,000.00	26,000.00	14,752.80	43 %
391	Recruitment and Retention	0.00	11,984.30	138,750.00	138,750.00	126,765.70	9 %
	<b>Account Total:</b>	<b>1,785.01</b>	<b>33,369.69</b>	<b>191,169.00</b>	<b>191,169.00</b>	<b>157,799.31</b>	<b>17 %</b>
420510 ADMINISTRATION							
110	Full-time Salaries	35,885.97	483,156.95	462,851.00	462,851.00	-20,305.95	104 %
111	Holiday Pay	1,745.59	7,126.43	0.00	0.00	-7,126.43	%
120	Overtime Full-time	0.00	907.90	5,000.00	5,000.00	4,092.10	18 %
132	Health Club Reimbursement	0.00	0.00	200.00	200.00	200.00	%
135	Clothing Allowances	0.00	2,850.00	2,200.00	2,200.00	-650.00	130 %
136	Deferred Comp/Other Fringe	2,609.86	34,235.14	33,081.00	33,081.00	-1,154.14	103 %
141	FICA	1,555.22	43,787.28	19,422.00	19,422.00	-24,365.28	225 %
142	PERS	4,509.06	58,399.08	58,478.00	58,478.00	78.92	100 %
143	Health/Dental/Optical	8,765.80	90,829.90	86,778.00	86,778.00	-4,051.90	105 %
144	Disability Coverage	38.58	463.47	815.00	815.00	351.53	57 %
145	UCC	94.08	1,235.21	1,199.00	1,199.00	-36.21	103 %
146	Workers Compensation	990.48	13,287.32	15,732.00	15,732.00	2,444.68	84 %
147	EAP	0.00	190.80	200.00	200.00	9.20	95 %
220	Operating Supplies	103.00	3,789.09	57,500.00	57,500.00	53,710.91	7 %
221	Small Equipment	0.00	1,932.50	4,500.00	4,500.00	2,567.50	43 %
227	Petty Cash	0.00	0.00	175.00	175.00	175.00	%
234	Small Tools	0.00	0.00	500.00	500.00	500.00	%
311	Postage	163.97	2,504.65	4,000.00	4,000.00	1,495.35	63 %
320	Printing	500.19	2,009.10	4,000.00	4,000.00	1,990.90	50 %
321	Computer Programs	16,801.90	104,414.29	102,888.00	102,888.00	-1,526.29	101 %
322	Books	0.00	0.00	1,000.00	1,000.00	1,000.00	%
333	Subscriptions	809.00	5,473.00	7,000.00	7,000.00	1,527.00	78 %
337	Legal Advertising	0.00	921.20	2,500.00	2,500.00	1,578.80	37 %
339	Public Information	0.00	0.00	3,500.00	3,500.00	3,500.00	%
341	Electricity, Gas, Water	3,771.60	49,618.08	48,000.00	48,000.00	-1,618.08	103 %
342	Garbage Collection	2.79	10,343.18	8,500.00	8,500.00	-1,843.18	122 %
345	Telephone	3,392.19	38,749.11	46,000.00	46,000.00	7,250.89	84 %
352	Attorney Fees	6,031.00	17,684.15	20,000.00	20,000.00	2,315.85	88 %
354	Audit Fees	0.00	14,700.00	30,000.00	30,000.00	15,300.00	49 %

MISSOULA RURAL FIRE DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 22

1000 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
356	Contract Services	10,291.98	48,818.04	139,850.00	139,850.00	91,031.96	35 %
368	Computer Maintenance	275.95	16,080.09	14,840.00	14,840.00	-1,240.09	108 %
379	Food, Lodging, Travel	871.63	6,736.60	19,965.00	19,965.00	13,228.40	34 %
380	Training	260.00	3,493.00	11,935.00	11,935.00	8,442.00	29 %
391	Recruitment and Retention	0.00	2,574.01	5,000.00	5,000.00	2,425.99	51 %
395	Election Costs	0.00	0.00	10,000.00	10,000.00	10,000.00	%
510	Insurance	0.00	47,810.00	50,000.00	50,000.00	2,190.00	96 %
530	Office Rent	590.00	7,670.00	7,080.00	7,080.00	-590.00	108 %
610	Interest and Debt Redemption	0.00	519,532.09	699,770.00	699,770.00	180,237.91	74 %
620	Interest	0.00	75,458.47	97,621.00	97,621.00	22,162.53	77 %
920	Buildings and Improvements	0.00	997,110.13	1,416,080.00	1,416,080.00	418,969.87	70 %
943	Office Equipment	0.00	126,912.47	256,083.00	256,083.00	129,170.53	50 %
	<b>Account Total:</b>	<b>100,059.84</b>	<b>2,840,802.73</b>	<b>3,754,243.00</b>	<b>3,754,243.00</b>	<b>913,440.27</b>	<b>76 %</b>
	<b>Account Group Total:</b>	<b>928,822.22</b>	<b>10,669,978.25</b>	<b>13,211,306.00</b>	<b>13,211,306.00</b>	<b>2,541,327.75</b>	<b>81 %</b>
520000							
521000	Transfer out						
	820 Transfer Out	772,000.00	772,000.00	772,000.00	772,000.00	0.00	100 %
	<b>Account Total:</b>	<b>772,000.00</b>	<b>772,000.00</b>	<b>772,000.00</b>	<b>772,000.00</b>	<b>0.00</b>	<b>100 %</b>
	<b>Account Group Total:</b>	<b>772,000.00</b>	<b>772,000.00</b>	<b>772,000.00</b>	<b>772,000.00</b>	<b>0.00</b>	<b>100 %</b>
	<b>Fund Total:</b>	<b>1,700,822.22</b>	<b>11,441,978.25</b>	<b>13,983,306.00</b>	<b>13,983,306.00</b>	<b>2,541,327.75</b>	<b>82 %</b>



MISSOULA RURAL FIRE DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 22

2399 CAPITAL IMPROVEMENTS FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
420000	PUBLIC SAFETY						
420440	RESOURCE MANAGEMENT						
	941 Technical Equipment	0.00	300,000.00	300,000.00	300,000.00	0.00	100 %
	945 APPARATUS REPLACEMENT	0.00	0.00	122,000.00	122,000.00	122,000.00	%
	<b>Account Total:</b>	0.00	300,000.00	422,000.00	422,000.00	122,000.00	71 %
420510	ADMINISTRATION						
	920 Buildings and Improvements	0.00	0.00	350,000.00	350,000.00	350,000.00	%
	<b>Account Total:</b>	0.00	0.00	350,000.00	350,000.00	350,000.00	%
	<b>Account Group Total:</b>	0.00	300,000.00	772,000.00	772,000.00	472,000.00	39 %
	<b>Fund Total:</b>	0.00	300,000.00	772,000.00	772,000.00	472,000.00	39 %
	<b>Grand Total:</b>	1,700,822.22	0.00	11,741,978.25	14,755,306.00	3,013,327.75	80 %



RESOLUTION #2022-7

A RESOLUTION TO AMEND APPROPRIATIONS IN THE GENERAL FUND FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

WHEREAS, the governing body of the Missoula Rural Fire District is authorized by Section 7-6-4006, M.C.A. to amend its annual approved budget to provide for additional appropriations in funds; and

WHEREAS, the Governmental Accounting Standards Board (GASB) Statement No. 85 requires the District to record the District's proportionate share of on-behalf contributions made by the State directly to pension plans offset by pension expenditures in the District's general fund; and

WHEREAS, the District recorded the adjustment to recognize the State on-behalf pension contribution revenue of \$1,363,879 and pension expenditures of \$1,363,879 applicable to the fiscal year ending June 30, 2021 in accordance with generally accepted accounting principles; and

WHEREAS, actual progress exceeded expectations regarding the construction of Station #4 during the fiscal year ending June 30, 2021 and therefore costs incurred during the fiscal year exceeded budgeted capital outlay expenditures in the amount of \$823,515. The District received construction loan draws to fund the costs.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Missoula Rural Fire District hereby amend the original FY20-21 budget by increasing appropriations in the general fund in the amount of \$2,187,394 and directs the office manager to increase appropriations for the following fund, org. #, function, and object code:

1000-50-420460-195 @ \$1,363,879; and

1000-10-410510-920 @ \$823,515.

The effective date of the resolution is June 30, 2021.

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Ben Murphy  
Board of Trustees-Chair

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Chris Newman  
Fire Chief

Missoula Rural Fire District  
2521 South Avenue West  
Missoula, Montana 59804

Board of Trustees

**Resolution # 2022-8**

The Missoula Rural Fire District Board of Trustees met in Regular Session on Tuesday, January 12, 2016

Motion was made to amend the Missoula Rural Fire District 401 (a) Plan.

Motion was seconded after discussion on the matter before the Board and vote was passed.

\_\_\_\_\_  
Ben Murphy, Chairman

\_\_\_\_\_  
Dick Mangan, Secretary

\_\_\_\_\_  
Chris Newman, Fire Chief

Cc: BOT Minutes  
mhs

ADOPTION AGREEMENT FOR
CMFG LIFE INSURANCE COMPANY
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: Missoula Rural Fire District

Address: 2521 South Avenue West

Street

Missoula Montana 59804
City State Zip

Telephone: (406) 549-6172

Taxpayer Identification Number (TIN): 81-0386669

Employer's Fiscal Year ends: June 30th

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [ ] State government or state agency
b. [ ] County or county agency
c. [X] Municipality or municipal agency
d. [ ] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?

- a. [X] No
b. [ ] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [ ] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Question 9.)

4. PLAN NAME:

Missoula Rural Fire District 401a Plan

5. PLAN STATUS

- a. [ ] New Plan
b. [X] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
1. [X] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement) Initial Effective Date of Plan (except for restatements, cannot be earlier than the first day of the current Plan Year)

- a. May 19, 2000 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

**Restatement Effective Date.** If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. July 1, 2022 (enter month day, year; NOTE: The restatement date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a.  the calendar year
- b.  the twelve-month period ending on June 30th (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

- c.  N/A
- d.  beginning on \_\_\_\_\_ (enter month day, year; e.g., July 1, 2020) and ending on \_\_\_\_\_ (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a.  every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
- b.  the last day of each Plan Year
- c.  the last day of each Plan Year quarter
- d.  other (specify day or days): \_\_\_\_\_ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a.  Employer (use Employer address and telephone number)
- b.  The Committee appointed by the Employer (use Employer address and telephone number)
- c.  Other:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Street

City

State

Zip

Telephone: \_\_\_\_\_

10. TYPE OF PLAN (select one)

- a.  Profit Sharing Plan.
- b.  Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a.  This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
  - 1.  All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select prior contributions at g. - j. (optional), skip questions 12-18 and 22-30)
  - 2.  All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

- 3.  as of \_\_\_\_\_ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CURRENT CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b.  **Employer contributions other than matching** (Questions 24-25)
  - 1.  This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c.  **Employer matching contributions** (Questions 26-28)
- d.  **Mandatory Employee contributions** (Question 30)

- e.  After-tax voluntary Employee contributions
- f.  Rollover contributions (Question 36)

**PRIOR CONTRIBUTIONS**

The Plan used to permit, but no longer does, the following contributions (choose all that apply, if any):

- g.  Employer matching contributions
- h.  Employer contributions other than matching contributions
- i.  Rollover contributions
- j.  After-tax voluntary Employee contributions

**ELIGIBILITY REQUIREMENTS**

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)

- a.  No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
- b.  Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
  - 1.  Union Employees (as defined in Plan Section 1.17)
  - 2.  Nonresident aliens (as defined in Plan Section 1.17)
  - 3.  Leased Employees (Plan Section 1.29)
  - 4.  Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than \_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
  - 5.  Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
  - 6.  Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  - 7.  Other: All Employees who are not District Chief, Deputy Chief or Assistant Chief (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)

**NOTE:** If option 4. - 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

- a.  No age and service required. No age and service required for all Contribution Types (skip to Question 14).
- b.  Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

**Eligibility Requirements**

- c.  Age Requirement
  - 1.  No age requirement
  - 2.  Age 20 1/2
  - 3.  Age 21
  - 4.  Age \_\_\_\_\_ (may not exceed 26)
- d.  Service Requirement
  - 1.  No service requirement
  - 2.  \_\_\_\_\_ (not to exceed 60) months of service (elapsed time)
  - 3.  1 Year of Service
  - 4.  \_\_\_\_\_ (not to exceed 5) Years of Service
  - 5.  \_\_\_\_\_ consecutive month period from the Eligible Employee's employment commencement date and during which at least \_\_\_\_\_ Hours of Service are completed.
  - 6.  \_\_\_\_\_ consecutive months of employment.
  - 7.  Other: \_\_\_\_\_ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

**NOTE:** If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

**NOTE:** Year of Service means Period of Service if the elapsed time method is chosen.

**Waiver of conditions.** The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e.  If employed on \_\_\_\_\_ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
  - 1.  service requirement (may let part-time Eligible Employees into the Plan)

- 2.  age requirement
- 3.  waiver is for: \_\_\_\_\_

**Amendment or restatement to change eligibility requirements**

- f.  This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
  - 1.  The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
  - 2.  The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a.  date such requirements are met
- b.  first day of the month coinciding with or next following the date on which such requirements are met
- c.  first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d.  earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e.  first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f.  first day of the Plan Year in which such requirements are met
- g.  first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h.  other: \_\_\_\_\_ (must be definitely determinable)

**SERVICE**

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a.  No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b.  Service with the designated employers is recognized as follows (select c. -- e. and one or more of columns 1. - 3.; chose other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete option h. under Section B of Appendix A):

Other Employer	1. Eligibility	2. Vesting	3. Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
d. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]
e. <input type="checkbox"/> Employer name: _____	[ ]	[ ]	[ ]

**Limitations**

- f.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ [ ] [ ] [ ]  
(e.g., credit service with X only on/following 1/1/19)
- g.  The following provisions or limitations apply with respect to the recognition of service with other employers: \_\_\_\_\_ [ ] [ ] [ ]  
(e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

**NOTE:** If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

- NOTE:** If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:
- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
  - 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
  4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
  5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a.  **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1.  all purposes (skip to Question 17)
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  allocations, distributions and contributions
- b.  **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1.  **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
  2.  **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
  3.  **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distribution and contributions

Such method will apply to:

    - c.  all Employees
    - d.  Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
    - e.  other: \_\_\_\_\_ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

    - f.  days worked (10 hours per day)
    - g.  weeks worked (45 hours per week)
    - h.  semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
    - i.  months worked (190 hours per month)
    - j.  bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
    - k.  other: \_\_\_\_\_ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
  4.  **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least \_\_\_\_\_ (not to exceed 1,000) Hours of Service for:
    - a.  all purposes
    - b.  the following purposes (select one or more):
      1.  eligibility to participate
      2.  vesting
      3.  allocations, distributions and contributions
- c.  **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following purposes: (select one)
1.  all purposes
  2.  the following purposes (select one or more):
    - a.  eligibility to participate
    - b.  vesting
    - c.  sharing in allocations or contributions



- d.  **Other service crediting provisions:** \_\_\_\_\_ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.)

NOTE: Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:

1.  All purposes  
 2.  The following purposes (select one or more):  
     a.  eligibility to participate  
     b.  vesting  
     c.  allocations, distributions and contributions

**VESTING**

17. **VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))**  
 a.  N/A (no Employer contributions; skip to Question 19)  
 b.  The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

**Vesting for Employer contributions other than matching contributions**

- c.  N/A (no Employer contributions (other than matching contributions); skip to f.)  
 d.  100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.  
 e.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):  
     1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%  
     2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%  
     3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%  
     4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years  
     5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**Vesting for Employer matching contributions**

- f.  N/A (no Employer matching contributions)  
 g.  The schedule above will also apply to Employer matching contributions.  
 h.  100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.  
 i.  The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:  
     1.  6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%  
     2.  4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%  
     3.  5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%  
     4.  Cliff: 100% vesting after \_\_\_\_\_ (not to exceed 15) years  
     5.  Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

**NOTE:** If any Part-time/Seasonal/Temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be 100% vested.

**18. VESTING OPTIONS**

**Excluded vesting service.** The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a.  Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b.  Service prior to the computation period in which an Employee has attained age \_\_\_\_\_.
- c.  Service during a period for which an Employee did not make mandatory Employee contributions.

**Vesting for death, Total And Permanent Disability and Early/Normal Retirement.** Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d.  Death
- e.  Total and Permanent Disability
- f.  Early Retirement Date
- g.  Normal Retirement Age

**RETIREMENT AGES**

**19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.33) means:**

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a.  **Specific age.** The date a Participant attains age 60
- b.  **Age/participation.** The later of the date a Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c.  **Other:** \_\_\_\_\_ (must be definitely determinable)

**NOTE:** If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

**Qualified public safety employees.** Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d.  Age \_\_\_\_\_ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

**20. NORMAL RETIREMENT DATE (Plan Section 1.34) means, with respect to any Participant, the:**

- a.  date on which the Participant attains "NRA"
- b.  first day of the month coinciding with or next following the Participant's "NRA"
- c.  first day of the month nearest the Participant's "NRA"
- d.  Anniversary Date coinciding with or next following the Participant's "NRA"
- e.  Anniversary Date nearest the Participant's "NRA"
- f.  Other: \_\_\_\_\_ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)
- a.  N/A (no early retirement provision provided)
  - b.  Early Retirement Date means the:
    - 1.  date on which a Participant satisfies the early retirement requirements
    - 2.  first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
    - 3.  Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
- Early retirement requirements**
- 4.  Participant attains age 55  
AND, completes.... (leave blank if not applicable)
    - a.  at least \_\_\_\_\_ Years (or Periods) of Service for vesting purposes
    - b.  at least \_\_\_\_\_ Years (or Periods) of Service for eligibility purposes
- c.  Early Retirement Date means: \_\_\_\_\_ (must be definitely determinable)

**COMPENSATION**

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

**Base definition**

- a.  Wages, tips and other compensation on Form W-2
- b.  Code §3401(a) wages (wages for withholding purposes)
- c.  415 safe harbor compensation

**NOTE:** Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

**Determination period.** Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d.  the Plan Year
- e.  the Fiscal Year coinciding with or ending within the Plan Year
- f.  the calendar year coinciding with or ending within the Plan Year

**Adjustments to Compensation** (for Plan Section 1.10). Compensation will be adjusted by:

- g.  No adjustments (skip to Question 23. below)
- h.  Adjustments. Compensation will be adjusted by (select all that apply):
  - 1.  excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
  - 2.  excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
  - 3.  excluding Compensation paid during the "determination period" while not a Participant in the Plan.
  - 4.  excluding Military Differential Pay
  - 5.  excluding overtime
  - 6.  excluding bonuses
  - 7.  other: Clothing Allowance (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)

**415 Compensation (post-severance compensation adjustments)** (select all that apply at a.; leave blank if none apply)

**NOTE:** Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will **include** (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

- a.  The defaults listed above apply except for the following (select one or more):
  - 1.  Leave cash-outs will be **excluded**
  - 2.  Nonqualified unfunded deferred compensation will be **excluded**
  - 3.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
  - 4.  Other: \_\_\_\_\_ (must be definitely determinable)

**Plan Compensation (post-severance compensation adjustments)**

- b.  Defaults apply. Compensation will **include** (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
- c.  Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.
- d.  Post-severance adjustments. The defaults listed at b. apply except for the following (select one or more):
  - 1.  Exclude all post-severance compensation

- 2.  Regular pay will be **excluded**
  - 3.  Leave cash-outs will be **excluded**
  - 4.  Nonqualified unfunded deferred compensation will be **excluded**
  - 5.  Military Differential Pay will be **included**
  - 6.  Disability continuation payments will be **included** for all Participants and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- e.  Other: \_\_\_\_\_ (must be definitely determinable)

**CONTRIBUTIONS AND ALLOCATIONS**

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a.  **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b.  **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
  - 1.  Each Participant constitutes a separate classification.
  - 2.  Participants will be divided into the following classifications with the allocation methods indicated under each classification.

**Definition of classifications.** Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification B will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification C will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Classification D will consist of \_\_\_\_\_  
 The allocation method will be:  pro rata based on Compensation  
 equal dollar amounts (per capita)

Additional Classifications: \_\_\_\_\_ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

**NOTE:** If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

**Determination of applicable group.** If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a.  Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
  - b.  Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
  - c.  Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
  - d.  One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- c.  **Fixed contribution** equal to (only select one):
- 1.  7.65 % of each Participant's Compensation for each:
    - a.  Plan Year
    - b.  calendar quarter
    - c.  month

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- d.  pay period
  - e.  week
  - 2.  \$ \_\_\_\_\_ per Participant.
  - 3.  \$ \_\_\_\_\_ per Hour of Service worked while an Eligible Employee
    - a.  up to \_\_\_\_\_ hours (leave blank if no limit)
  - 4.  other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d.  **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

- 1.  Sick leave
- 2.  Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

- 3.  **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
  - a.  The Former Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- 4.  **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
  - a.  The Employee must be at least age \_\_\_\_\_ (e.g., 55)
  - b.  The value of the sick and/or vacation leave must be at least \$ \_\_\_\_\_ (e.g., \$2,000)
  - c.  A contribution will only be made if the total hours is over \_\_\_\_\_ (e.g., 10) hours
  - d.  A contribution will not be made for hours in excess of \_\_\_\_\_ (e.g., 40) hours
- e.  **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected) **AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)**
  - 1.  Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than \_\_\_\_\_ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
  - 2.  Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
  - 3.  Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
  - 4.  Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
  - 5.  Other: \_\_\_\_\_ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a.  the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b.  the Employer only
- c.  both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute \_\_\_\_\_% of each eligible Participant's Compensation.

**NOTE:** If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25

below do not apply to the Employer contribution made pursuant to this provision.

- f.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).

- b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)

**Conditions for Participants NOT employed on the last day of the Plan Year**

1.  A Participant must complete at least \_\_\_\_\_ (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least \_\_\_\_\_ (not to exceed 3) months of service if the elapsed time method is selected).
2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
3.  Participants will NOT share in the allocations, regardless of service.
4.  Participants will share in the allocations, regardless of service.
5.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Conditions for Participants employed on the last day of the Plan Year**

6.  No service requirement.
7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.
9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death
- d.  Total and Permanent Disability
- e.  Termination of employment on or after Normal Retirement Age
1.  or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a.  Elective deferrals to a **457 plan**. Enter Plan name(s): \_\_\_\_\_
- b.  Elective deferrals to a **403(b) plan**. Enter Plan name(s): \_\_\_\_\_
- c.  Voluntary Employee Contributions
- d.  Other: \_\_\_\_\_ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

- e.  **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to \_\_\_\_\_% (e.g., 50) of the Participant's "matched Employee contributions"
1.  that do not exceed \_\_\_\_\_% of a Participant's Compensation (leave blank if no limit)  
Additional matching contribution (choose 2. if applicable):
2.  plus an additional matching contribution of a discretionary percentage determined by the Employer,
- a.  but not to exceed \_\_\_\_\_% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f.  **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

- g.  **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1.  vesting purposes
  2.  eligibility purposes
- h.  **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1.  **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i.  **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

- j.  Other: \_\_\_\_\_ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

**27. MATCHING CONTRIBUTION PROVISIONS**

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- a.  N/A (no Plan specific limit on the amount of matching contribution)  
 b.  \$ \_\_\_\_\_  
 c.  \_\_\_\_\_% of Compensation.

- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):

- d.  the Plan Year (potential annual true-up required)  
 e.  each payroll period (no true-up)  
 f.  each month (potential monthly true-up required)  
 g.  each Plan Year quarter (potential quarterly true-up required)  
 h.  each payroll unit (e.g., hour) (no true-up)  
 i.  Other (specify): \_\_\_\_\_ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

**28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.**

- a.  **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).  
 b.  **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)  
**Conditions for Participants NOT employed on the last day of the Plan Year.**  
 1.  A Participant must complete more than \_\_\_\_\_ Hours of Service (or \_\_\_\_\_ months of service if the elapsed time method is selected).  
 2.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).  
 3.  Participants will NOT share in the allocations, regardless of service.  
 4.  Participants will share in the allocations, regardless of service.  
 5.  Other: \_\_\_\_\_ (must be definitely determinable)

**Conditions for Participants employed on the last day of the Plan Year**

6.  No service requirement.  
 7.  A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).  
 8.  A Participant must complete at least \_\_\_\_\_ Hours of Service during the Plan Year.  
 9.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c.  Death  
 d.  Total and Permanent Disability  
 e.  Termination of employment on or after Normal Retirement Age  
 1.  or Early Retirement Date



**Conditions based on period other than Plan Year.** The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

f.  The Plan Year quarter.

g.  Payroll period.

h.  Other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. **FORFEITURES (Plan Sections 1.21 and 4.3(e))**

**Timing of Forfeitures.** Except as provided in Plan Section 1.21, a Forfeiture will occur:

a.  N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))

b.  As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.

c.  As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.

d.  As soon as reasonably practical after the date the Participant severs employment.

**Use of Forfeitures.** (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

e.  added to the Employer contribution and allocated in the same manner

f.  used to reduce any Employer contribution

g.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year

h.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. **MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)**

**Type of mandatory Employee Contribution.** The mandatory Employee contribution is being made in accordance with the following: (select one)

a.  The mandatory Employee contribution is a condition of employment.

b.  The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

**Amount of mandatory Employee Contribution (select one)**

c.  An Eligible Employee must contribute to the Plan \_\_\_\_\_% (not to exceed 25%) of Compensation.

d.  An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from \_\_\_\_\_% (not less than 1%) to \_\_\_\_\_% (not to exceed 25%) of Compensation.

**Conditions of Mandatory Employee Contributions**

e.  **Additional provisions and conditions:** \_\_\_\_\_ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

**Employer pick-up contribution.** The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

f.  The mandatory Employee contribution is not "picked-up" by the Employer.

**DISTRIBUTIONS**

31. **FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)**

Distributions under the Plan may be made in (select all that apply; must select at least one):

a.  lump-sums

b.  substantially equal installments

c.  partial withdrawals, provided the minimum withdrawal is \$ \_\_\_\_\_ (leave blank if no minimum)

d.  partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):

1.  Only Participants (and not Beneficiaries) may elect partial withdrawals or installments

2.  Other: \_\_\_\_\_ (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)

e.  annuity: \_\_\_\_\_ (describe the form of annuity or annuities)

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f.  other: \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**NOTE:** Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

**Cash or property.** Distributions may be made in:

g.  cash only, except for (select all that apply; leave blank if none apply):

1.  insurance Contracts
2.  annuity Contracts
3.  Participant loans
4.  all investments in an open brokerage window or similar arrangement

h.  cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

1.  \_\_\_\_\_ (must be definitely determinable and not subject to Employer discretion)

**Joint and Survivor Annuity provisions.** (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

i.  **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)

j.  **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.

**AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).**

1.  The one-year marriage rule applies.

**Spousal consent requirements.** Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

k.  **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).

l.  **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

**AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).**

1.  The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

**A. Accounts in excess of \$5,000**

- a.  Distributions may be made as soon as administratively feasible following severance of employment.
- b.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d.  Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e.  Distributions may be made as soon as administratively feasible after \_\_\_\_\_ months have elapsed following severance of employment.
- f.  No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

**B. Accounts of \$5,000 or less**

- h.  Same as above
- i.  Distributions may be made as soon as administratively feasible following severance of employment.
- j.  Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k.  Other: \_\_\_\_\_ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

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- C. **Timing after initial distributable event.** If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f. and 32.h.):

l.  Other: \_\_\_\_\_ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

- D. **Participant consent (i.e., involuntary cash-outs).** Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

**NOTE:** The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m.  No, Participant consent is required for all distributions.  
n.  Yes, Participant consent is required only if the distribution is over:

1.  \$5,000
2.  \$1,000
3.  \$\_\_\_\_\_ (less than \$1,000)

**NOTE:** If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.

**Automatic IRA rollover.** With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4.  If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_ (e.g., \$200).

- E. **Rollovers in determination of \$5,000 threshold.** Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

o.  Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)

**NOTE:** Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

33. **DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))**

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a.  be made pursuant to the election of the Participant or "designated Beneficiary"
- b.  begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries
- d.  be made within 5 (or if lesser \_\_\_\_\_) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

**NOTE:** The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. **OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)**

A. **IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)**

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a.  In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
  1.  Age. The Participant has reached: (select one)
    - a.  Normal Retirement Age
    - b.  age 62
    - c.  age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
    - d.  age \_\_\_\_\_ (may not be less than age 62 for Money Purchase Pension Plans)
  2.  the Participant has been a Participant in the Plan for at least \_\_\_\_\_ years (may not be less than five (5))
  3.  the amounts being distributed have accumulated in the Plan for at least 2 years
  4.  other: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

**More than one condition.** If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

5.  A Participant must satisfy each condition

**NOTE:** Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

**Account restrictions.** In-service distributions are permitted from the following Participant Accounts:

- b.  all Accounts
- c.  only from the following Accounts (select one or more):
  - 1.  Account attributable to Employer matching contributions
  - 2.  Account attributable to Employer contributions other than matching contributions
  - 3.  Rollover Account
  - 4.  Transfer AccountPermitted from the following assets attributable to (select one or both):
  - a.  non-pension assets
  - b.  pension assets (e.g., from a Money Purchase Pension Plan)
- 5.  Mandatory Employee Contribution Account
- 6.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

**Limitations.** The following limitations apply to in-service distributions:

- d.  N/A (no additional limitations)
- e.  Additional limitations (select one or more):
  - 1.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - 2.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - 3.  Distributions may only be made from Accounts which are fully Vested.
  - 4.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**B. HARSHIP DISTRIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)**

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f.  Hardship distributions are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer matching contributions
    - b.  Account attributable to Employer contributions other than matching contributions
    - c.  Rollover Account (if not available at any time under Question 36)
    - d.  Transfer Account (other than amounts attributable to a money purchase pension plan)
    - e.  Mandatory Employee Contribution Account
    - f.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**NOTE:** Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

**Additional limitations.** The following limitations apply to hardship distributions:

- 3.  N/A (no additional limitations)
- 4.  Additional limitations (select one or more):
  - a.  The minimum amount of a distribution is \$\_\_\_\_\_.
  - b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
  - c.  Distributions may only be made from Accounts which are fully Vested.
  - d.  A Participant does not include a Former Employee at the time of the hardship distribution.
  - e.  Hardship distributions may be made subject to the following provisions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

**Beneficiary Hardship.** Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5.  Hardship distributions for expenses of Beneficiaries are allowed  
**Special effective date** (may be left blank if effective date is same as the Plan or Restatement Effective Date; select a. and, if applicable, b.)
  - a.  effective as of \_\_\_\_\_
  - b.  eliminated effective as of \_\_\_\_\_

MISCELLANEOUS

35. LOANS TO PARTICIPANTS (Plan Section 7.4)

- a.  New loans are NOT permitted.
- b.  New loans are permitted.

**NOTE:** Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.

36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

- a.  Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
- b.  Participants who are Former Employees

**Distributions.** When may distributions be made from a Participant's Rollover Account?

- c.  At any time
- d.  Only when the Participant is otherwise entitled to any distribution under the Plan

37. HEART ACT (Plan Section 4.11) (select one or more)

- a.  **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
- b.  **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.

**Reliance on Provider Opinion Letter.** The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as CMFG Life Insurance Company Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (*Note: The Effective Date may be retroactive or may be prospective.*)

The Provider, CMFG Life Insurance Company will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and CMFG Life Insurance Company no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: CMFG Life Insurance Company

Address: 5910 Mineral Point Rd  
Madison Wisconsin 53705

Telephone Number: (800) 999-8786

Email address (optional): \_\_\_\_\_

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature.

EMPLOYER: Missoula Rural Fire District

By: \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

**APPENDIX A  
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

**A. Special effective dates (leave blank if not applicable):**

- a.  **Special effective date(s):** \_\_\_\_\_ For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance))

**B. Other permitted elections (the following elections are optional):**

- a.  **No other permitted elections**

**The following elections apply (select one or more):**

- b.  **Deemed 125 compensation (Plan Section 1.23).** Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c.  **Break-in-Service Rules.** The following Break-in-Service rules apply to the Plan. (select 1. or 2.)
1.  **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)).** The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
- a.  eligibility purposes
- b.  vesting purposes
2.  **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both)
- a.  all Break-in-Service rules set forth in such Sections.
- b.  only the following: \_\_\_\_\_ (specify which provisions apply to the Plan)
- d.  **Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)).** In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: \_\_\_\_\_ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e.  **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1.  **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
- a.  joint and 100% survivor annuity
- b.  joint and 75% survivor annuity
- c.  joint and 66 2/3% survivor annuity
2.  **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
- a.  100% of a Participant's interest in the Plan.
- b.  \_\_\_\_\_% (may not be less than 50%) of a Participant's interest in the Plan.
- f.  **Limitation Year (Plan Section 1.30).** The Limitation Year for Code §415 purposes will be \_\_\_\_\_ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g.  **415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4).** If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1.  Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":  
\_\_\_\_\_
- h.  **Recognition of Service with other employers (Plan Sections 1.40 and 1.55).** Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	<b>Eligibility</b>	<b>Vesting</b>	<b>Contribution Allocation</b>
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

3.  Employer name: \_\_\_\_\_ a.  b.  c.

4.  Employer name: \_\_\_\_\_ a.  b.  c.

5.  Employer name: \_\_\_\_\_ a.  b.  c.

6.  Employer name: \_\_\_\_\_ a.  b.  c.

**Limitations**

7.  The following provisions or limitations apply with respect to the recognition of prior service: \_\_\_\_\_ a.  b.  c.   
(e.g., credit service with X only on/following 1/1/19)

i.  **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1.  **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: \_\_\_\_\_ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2.  **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. - d.):

**Applicable Participants.** The vesting schedules in Question 17 only apply to:

- a.  Participants who are Employees as of \_\_\_\_\_ (enter date).
- b.  Participants in the Plan who have an Hour of Service on or after \_\_\_\_\_ (enter date).
- c.  Participants (even if not an Employee) in the Plan on or after \_\_\_\_\_ (enter date).
- d.  Other: \_\_\_\_\_ (e.g., Participants in division A. Must be definitely determinable.)

j.  **Minimum distribution transitional rules** (Plan Section 6.8(e)(5))

**NOTE:** This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:

1.  April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2.  April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):
  - a.  A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of \_\_\_\_\_ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:
    1.  N/A (annuity distributions are not permitted)
    2.  Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
    3.  Upon the recommencement of distributions, a new Annuity Starting Date is created.
  - b.  A Participant who had not begun receiving required minimum distributions as of \_\_\_\_\_ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
    1.  The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k.  **Other spousal provisions** (select one or more)

1.  **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: \_\_\_\_\_
2.  **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3.  **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l.  **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: \_\_\_\_\_



- m.  **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: \_\_\_\_\_ (must be definitely determinable).
- n.  **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): \_\_\_\_\_
- o.  **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
1.  The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
2.  The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: \_\_\_\_\_  
(specify which provisions apply and/or modified)
- p.  **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Section 6.11)  
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
- Limitations.** The following limitations apply to these in-service distributions:
1.  The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
2.  N/A (no limitations)
3.  The following elections apply to in-service distributions at age 62 (select one or more):
- a.  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
- b.  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
- c.  Distributions may only be made from Accounts which are fully Vested.
- d.  In-service distributions may be made subject to the following provisions: \_\_\_\_\_ (must be definitely determinable and not subject to discretion).
- q.  **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

**ADMINISTRATIVE PROCEDURES**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

**A. Loan Limitations.** (complete only if loans to Participants are permitted; leave blank if none apply)

- a.  Limitations (select one or more):
    - 1.  Loans will be treated as Participant directed investments.
    - 2.  Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
      - a.  hardship reasons specified in Plan Section 6.12
      - b.  financial necessity (as defined in the loan program).
    - 3.  The minimum loan will be \$\_\_\_\_\_.
    - 4.  A Participant may only have \_\_\_\_\_ (e.g., one (1)) loan(s) outstanding at any time.
    - 5.  All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
    - 6.  The home loan term will be \_\_\_\_\_ years. (if not selected, the Administrator establishes the term for repayment of a home loan)
    - 7.  **Account restrictions.** Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      - a.  Account(s) attributable to Employer matching contributions
      - b.  Account attributable to Employer contributions other than matching contributions
      - c.  Rollover Account
      - d.  Transfer Account
      - e.  Other: \_\_\_\_\_
- AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
- f.  by determining the limits by only considering the restricted accounts.
  - g.  by determining the limits taking into account a Participant's entire interest in the Plan.

**Additional Loan Provisions** (select all that apply; leave blank if none apply)

- b.  **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
  - 1.  payroll deduction
  - 2.  ACH (Automated Clearing House)
  - 3.  check
    - a.  Only for prepayment
- c.  **Interest rate.** Loans will be granted at the following interest rate (if left blank, then 3. below applies):
  - 1.  \_\_\_\_\_ percentage points over the prime interest rate
  - 2.  \_\_\_\_\_%
  - 3.  the Administrator establishes the rate at the time the loan is made
- d.  **Refinancing.** Loan refinancing is allowed.

**B. Life Insurance.** (Plan Section 7.5)

- a.  Life insurance may not be purchased.
- b.  Life insurance may be purchased...
  - 1.  at the option of the Administrator
  - 2.  at the option of the Participant

**Limitations**

- 3.  N/A (no limitations)
- 4.  The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
  - a.  Each initial Contract will have a minimum face amount of \$\_\_\_\_\_.
  - b.  Each additional Contract will have a minimum face amount of \$\_\_\_\_\_.
  - c.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service.
  - d.  The Participant has completed \_\_\_\_\_ Years (or Periods) of Service while a Participant in the Plan.
  - e.  The Participant is under age \_\_\_\_\_ on the Contract issue date.
  - f.  The maximum amount of all Contracts on behalf of a Participant may not exceed \$\_\_\_\_\_.
  - g.  The maximum face amount of any life insurance Contract will be \$\_\_\_\_\_.

**C. Plan Expenses.** Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?

- a.  No
- b.  Yes

**Use of Forfeitures**

Forfeitures of Employer contributions other than matching contributions will be:

- c.  added to the Employer contribution and allocated in the same manner
- d.  used to reduce any Employer contribution
- e.  allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- f.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

Forfeitures of Employer matching contributions will be:

- g.  N/A. Same as above or no Employer matching contributions.
- h.  used to reduce the Employer matching contribution.
- i.  used to reduce any Employer contribution.
- j.  other: \_\_\_\_\_ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion)

**D. Directed investments**

- a.  Participant directed investments are NOT permitted.
- b.  Participant directed investments are permitted from the following Participant Accounts:
  - 1.  all Accounts
  - 2.  only from the following Accounts (select one or more):
    - a.  Account attributable to Employer contributions
    - b.  Rollover Account
    - c.  Transfer Account
    - d.  Other: \_\_\_\_\_ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

**E. Rollover Limitations.** Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?

- a.  No, Administrator determines in operation which sources will be accepted.
- b.  Yes

**Rollover sources.** Indicate the sources of rollovers that will be accepted (select one or more)

- 1.  **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
  - b.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions
  - c.  a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
  - d.  a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
  - e.  a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
  - f.  a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
  - g.  a plan described in Code §457(b) (eligible deferred compensation plan)

**Direct Rollovers of Participant Loan.** The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)

- h.  The Plan will accept a direct rollover of a Participant loan
- i.  The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):  
 \_\_\_\_\_ (e.g., only from Participants who were employees of an acquired organization).

- 2.  **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution (select one or more):
  - a.  a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
  - b.  a plan described in Code §403(a) (an annuity plan)
  - c.  a plan described in Code §403(b) (a tax-sheltered annuity)
  - d.  a governmental plan described in Code §457(b) (eligible deferred compensation plan)
- 3.  **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

**F. Trustee(s) or Insurer(s).** Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement)

(Note: Select a. if not using provided trust. MUST select b and following questions as applicable):

- a.  Do not produce the trust agreement
- b.  Complete the following UNLESS not selecting supporting forms:

Non-Standardized Governmental 401(a)

Trustee/Insurer (select a. OR one or more of d. - e.)

c.  Insurer. This Plan is funded exclusively with Contracts (select one or more of 1. - 4)

Name of Insurer(s)

1.  \_\_\_\_\_
2.  \_\_\_\_\_
3.  Use Employer address/telephone number/email
4.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

d.  Individual Trustee(s)

e.  Corporate Trustee

Name of Trust

f. Specify name of Trust (required for FIS trust): Missoula Rural Fire District 401a Plan

Individual Trustees (if d. selected above, complete g. - j.)

Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.)

g.  Select for each individual Trustee (skip to next question)

h.  The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable)

1.  A discretionary Trustee over all plan assets (may not be selected with 2. - 4.)
2.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.)
3.  The individual Trustee(s) will serve as a discretionary Trustee over the following assets: \_\_\_\_\_  
(may not be selected with 1. or 2.)
4.  The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets:  
\_\_\_\_\_ (may not be selected with 1. or 2.)

Individual Trustee(s) (complete if d. selected above)

i.  Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below)

a. Name Dan Corti

Title/Email:

1. Title Trustee
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

b. Name Kenneth Peers

Title/Email:

1. Title Trustee
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

c. Name Lary Hanson

Title/Email:

1. Title Trustee
2. Email \_\_\_\_\_ (optional)

Trustee is: (complete if g. selected above; select 3. - 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be select with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

d. Name Steve Cunningham

**Title/Email:**

1. Title Trustee
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

e. Name Cheryl Hanson

**Title/Email:**

1. Title Trustee
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

f. Name \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

g. Name \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

h. Name \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

i. Name \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. – 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j. Name \_\_\_\_\_

**Title/Email:**

1. Title \_\_\_\_\_
2. Email \_\_\_\_\_ (optional)

**Trustee is:** (complete if g. selected above; select 3. - 6. as applicable)

3.  Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)
4.  A discretionary Trustee over the following plan assets: \_\_\_\_\_ (may not be selected with 3. or 5.)
5.  Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)
6.  A nondiscretionary (directed) Trustee or Custodian over the following plan assets \_\_\_\_\_ (may not be selected with 3. or 5.)

j.  **Individual Trustee Address** (complete if d. selected above)

1.  Use Employer address/telephone number/email
2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Corporate Trustee Name/Type/Address** (complete if e. selected above)

k.  Name \_\_\_\_\_

**Address/telephone number/email**

1.  Use Employer address/telephone number/email
2.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Directed/Discretionary.** The Corporate Trustee is (select 3. - 6. as applicable)

3.  A discretionary Trustee over all plan assets (may not be selected with 4. - 6.)
4.  A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3., 5. or 6.)
5.  A discretionary Trustee over the following plan assets over the following assets: \_\_\_\_\_ (may not be selected with 3. - 4.)
6.  A nondiscretionary (directed) Trustee over the following plan assets \_\_\_\_\_ (may not be selected with 3. - 4.)

**Signee** (optional):

7.  Name of person signing on behalf of the corporate Trustee \_\_\_\_\_
8.  Email address of person signing on behalf of the corporate Trustee \_\_\_\_\_

**Special Trustee for collection of contributions.** The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions (*optional*)

l.  Name \_\_\_\_\_

**Title:**

1. \_\_\_\_\_

**Address/telephone number/email**

2.  Use Employer address/telephone number/email
3.  Use following address/telephone number/email
  - a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Custodian(s) Name/Address .** The Custodian(s) are (*optional*)

m.  **Name(s)** \_\_\_\_\_

**Address/telephone number/email**

1.  Use Employer address/telephone number/email

**Non-Standardized Governmental 401(a)**

2.  Use following address/telephone number/email
- a. Street: \_\_\_\_\_
  - b. City: \_\_\_\_\_
  - c. State: \_\_\_\_\_
  - d. Zip: \_\_\_\_\_
  - e. Telephone: \_\_\_\_\_
  - f. Email: \_\_\_\_\_

**Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: *(optional)*

- n.  \_\_\_\_\_ (Specify the names of one or more trust funds in which the Plan can invest)

**Choice of law**

- o.  This trust will be governed by the laws of the state of:
- 1.  State in which the Employer's principal office is located
  - 2.  State in which the corporate trustee or insurer is located
  - 3.  Other \_\_\_\_\_

**ADOPTING RESOLUTION**

The undersigned authorized representative of Missoula Rural Fire District (the Employer) hereby certifies that the following resolution was duly adopted by the Employer on \_\_\_\_\_, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Plan and Trust effective July 1, 2022, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto are true copies of Missoula Rural Fire District 401a Plan as amended and restated, and the Summary of Plan Provisions, which are hereby approved and adopted.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]



## MISSOULA RURAL FIRE DISTRICT 401A PLAN

The Employer hereby establishes or restates the Missoula Rural Fire District 401a Plan, pursuant to the following terms and conditions. The Trustee accepts the Trust hereby created and agrees to perform the obligations this Trust imposes on the Trustee.

### ARTICLE I DEFINITIONS

**1.01 Plan.** This Trust is associated with the following plan ("the Plan"): Missoula Rural Fire District 401a Plan, which is intended to be qualified under Code §401(a). All of the definitions of the Plan are incorporated into this Trust by reference. All "Section" references in this Trust are to provisions of the Trust and not to Provisions of the Plan, unless otherwise clearly indicated. The Trustee may rely upon the terms of the Plan, including identification of the Named Fiduciary and Plan Administrator, as well as any documents relating to the Plan provided by the Employer, Named Fiduciary, or Plan Administrator, until such time as the Trustee receives a replacement document or a revocation of the prior document.

**1.02 Trustee.** Trustee means the person or persons who as Trustee, Insurer, or Custodian execute the Trust, or any successor in office who in writing accepts the position. Such signature shall indicate the capacity in which the person is agreeing to serve, either as Discretionary Trustee, Directed Trustee, Insurer, or Custodian. The Trustee is identified in Article 4. References to Trustee do not include a Special Trustee (as described in Section 2.06), unless the context requires otherwise. If the Plan is funded totally by insurance contracts, the Insurer shall be the Trustee and shall have all powers of a Custodian hereunder. If the sponsor is a bank, savings and loan, trust company, credit union or similar institution, a person or entity other than the sponsor (or its affiliates or subsidiaries) may not serve as Trustee without the written consent of the pre-approved plan sponsor.

**1.03 Custodian.** The Employer may appoint a custodian of the Plan assets. A Custodian has the same powers, rights and duties as a Directed Trustee hereunder. Any reference in the Plan to a Trustee also is a reference to a Custodian unless the context of the Plan indicates otherwise. A limitation of the Trustee's liability by Plan provision also acts as a limitation of the Custodian's liability. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, an Investment Manager, a named Fiduciary or other third party with authority to provide direction to the Custodian. It is not intended under this agreement that a Custodian have any duties or obligations that would cause it to become a fiduciary as that term is defined pursuant to ERISA. The resignation or removal of the Custodian shall be made in accordance with the terms of this document. Notwithstanding the foregoing, if a Custodian is a bank which, under its governing state law, does not possess trust powers, then Sections 2.01(A), (C) as it relates to common trust funds or collective investment funds, (D), (E), (G), and (J), and Section 3.08 do not apply and the Custodian only has the power and the authority to exercise the remaining powers under Section 2.01 and to perform the duties under Section 2.05.

**1.04 Trust Fund.** The Trust Fund means and includes all property of every kind acquired by the Plan and held by the Trust, other than incidental benefit insurance contracts. The Trust Fund is intended to be a qualified trust under Code § 501(a); all contributions so received, together with the income therefrom and any other increment thereon, shall be held, invested, reinvested and administered by the Trustee pursuant to the terms of this agreement. All right, title and interest in and to the assets of the Trust Fund shall be at all times, vested exclusively in the Trustee. Only assets actually received by Trustee will become part of the Trust Fund. Plan Sponsor acknowledges and agrees that it is responsible for effectuating the transfer of any assets held by a prior trustee or custodian to Trustee. All assets so received, together with the income there from and any other increment thereon, shall be held by Trustee pursuant to the terms of this agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall have only such duties with respect to the Plan as are set forth in this agreement.

**1.05 Effective Date.** The Trust is effective on the Effective Date of the Plan. To the extent the Plan has operated under a prior trust agreement (including one incorporated into the Plan document), this document amends and restates the Trust effective as of the later of the date it is executed or when the Trustee receives assets.

**1.06 Employer.** The Employer means the Employer named in the Plan. By an appendix to this Trust, the Employer may provide that any and all powers of the Employer hereunder may be exercised by the Named Fiduciary specified in the Plan.

### ARTICLE II TRUSTEE POWERS AND DUTIES

**2.01 Discretionary Trustee Powers.** A Discretionary Trustee has full discretion and authority with regard to the investment of the Trust Fund, except as to a Plan asset: (i) properly under the control or the direction of an Investment Manager, ancillary trustee or other Plan fiduciary; (ii) subject to proper Employer or Named Fiduciary direction of investment; or (iii) subject to proper Participant or Beneficiary direction of investment. The exercise of any investment discretion hereunder shall be consistent with the funding policy determined by the Employer. Any such policy shall be consistent with the objectives of this Plan and with the requirements of Title I of the Act. The Discretionary Trustee is authorized and empowered, but not by way of limitation, with the following powers:

**(A) General Powers.** To invest and reinvest the Trust Fund and to keep the Trust Fund invested without distinction between principal and income and in such securities or property, real or personal, wherever situated, as the Trustee shall deem advisable, including, but not limited to: any time deposits, or savings accounts, common or preferred stocks, open end or closed end mutual funds (including proprietary funds), put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U.S. Treasury bills, U.S. Treasury notes and other

direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, to buy or sell options on common stock on a nationally recognized exchange with or without holding the underlying common stock, to open and to maintain margin accounts, to engage in short sales, to buy and sell commodities, commodity options and contracts for the future delivery of commodities, and to make any other investments the Trustee deems appropriate. In making such investments, the Trustee shall not be restricted to securities or other property of the character expressly authorized by the applicable law for trust investments; however, the Trustee shall give due regard to any limitations imposed by the Code or the Act, so that at all times this Plan may qualify as a qualified Plan and Trust. The Trustee shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

**(B) Liquidity.** To retain in cash so much of the Trust Fund as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust Fund in a bank or other institutional account at reasonable interest or without interest if the Trustee determines that such deposits are reasonable or necessary to facilitate a Plan transaction or for other purposes, but consistent with the Trustee's duties under Section 2.05.

**(C) Trustee's Common/Collective Funds.** To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by any State, in any type of deposit of the Trustee (or of a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund, as described in Code §584, or in a collective investment fund, (including a group trust described in Section 3.08), the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or the affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency, as applicable.

**(D) Real/Personal Property.** To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such considerations and on such terms and conditions as the Trustee decides.

**(E) Borrowing.** To borrow or raise money for the purposes of the Plan in such amount, and upon such terms and conditions, as the Trustee shall deem advisable; and for any sum so borrowed, to issue a promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Fund. No person lending money to the Trust shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.

**(F) Claims.** To compromise, contest, arbitrate or abandon claims and demands affecting the investment of Trust assets, in the Trustee's discretion. However, nothing in this paragraph requires a Participant or Beneficiary to arbitrate any claim under the Plan.

**(G) Voting, Tender, Exercise.** To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, including any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property.

**(H) Mineral rights.** To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interests in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders.

**(I) Annuities or other Contracts.** To apply for and procure from the Insurer as an investment of the Trust Fund any annuity or other Contracts (on the life of any Participant, or in the case of a profit sharing plan (including a 401(k) Plan), on the life of any person in whom a Participant has an insurable interest, or on the joint lives of a Participant and any person in whom the Participant has an insurable interest) as the Plan Administrator shall deem proper; to exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other Contracts; to collect, receive, and settle for the proceeds of all such annuity, or other Contracts as and when entitled to do so under the provisions thereof.

**(J) Title.** To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship. However, any securities held in a nominee or street name must be held on behalf of the Plan by: (a) a bank or trust company that is subject to supervision by the United States, any State, or a nominee of such bank or trust company; (b) a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer; or (c) a clearing agency as defined in Securities Exchange Act of 1934, Section 3(a)(23), or its nominee.

**(K) Hold Pending Dispute Resolution.** To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes final adjudication.

**(L) Litigation.** To settle, compromise, or submit to arbitration (provided such arbitration does not apply to Participants or Beneficiaries) any claims, debts, or damages due or owing to or from the Plan, to commence or defend suits or legal or administrative proceedings, and to represent the Plan in all suits and legal and administrative proceedings. The Trustee shall have no obligation to undertake, defend or continue to maintain any action or proceeding arising in connection with the Trust, unless and until the Employer requests the Trustee to do so and agrees in writing to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto, to be primarily liable for such payment and to make periodic payments in respect of such fees and expenses during the course of such proceedings. If the Employer thereafter does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee shall discontinue participation in such action or proceeding, and charge the assets of the Trust Fund to the extent sufficient for any unpaid fees and expenses.

**(M) Investment Policy.** To adopt and to amend from time to time, an investment policy consistent with the Plan's funding policy.

**(N) Bank.** The Trustee may employ a bank or trust company pursuant to the terms of its usual and customary bank agency agreement, under which the duties of such bank or trust company shall be of a custodial, clerical and record keeping nature.

**(O) Pooling Assets.** To pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Employer or any related or affiliated Employer, and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and Trust and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

**(P) Catch All.** To perform any and all other acts which in the Trustee's judgment are necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust.

**2.02 Directed Trustee.** Except as otherwise provided herein, a Directed Trustee has all of the same powers as a Discretionary Trustee in Section 2.01 except that the Directed Trustee only may exercise such powers pursuant to a proper written direction. A "proper written direction" means the written direction of a Plan fiduciary or of a Participant or Beneficiary with authority over the Trust asset which is the subject of the direction. Written direction may be given electronically. The Employer and the Directed Trustee may, in writing, limit the powers of the Directed Trustee to any combination of powers listed within Section 2.01. The party which has the authority to manage and control the investment of the Plan assets shall discharge its duties with respect to the Plan solely in the interest of the Participants and Beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Employer, in adopting this Trust, acknowledges and agrees:

**(A) No Discretion.** The Directed Trustee does not have any discretion as to the investment or the reinvestment of the Trust Fund and the Directed Trustee is acting solely as a directed fiduciary as to the assets comprising the Trust Fund, to the extent that the Directed Trustee has the authority to act upon such assets as granted by the Employer.

**(B) No Review or Recommendations.** The Directed Trustee does not have any duty to review or to make recommendations regarding investments made pursuant to a proper written direction.

**(C) No Action Without Direction.** The Directed Trustee must retain any investment obtained upon a proper written direction until receipt of another proper written direction to dispose of such investment.

**(D) No Liability for Following Orders.** The Directed Trustee is not liable in any manner or for any reason for making, retaining or disposing of any investment pursuant to any proper written direction.

**(E) Indemnity.** The Employer will indemnify, defend and hold the Directed Trustee harmless from any damages, costs or expenses, including reasonable attorneys' fees, which the Directed Trustee may incur as a result of any claim asserted against the Directed Trustee or the Trust arising out of the Directed Trustee's compliance with any proper written direction.

**2.03 Agents.** The Trustee may employ and pay from the Trust Fund reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee reasonably may delegate to any agent, attorney, accountant or other person selected by it any power or duty vested in it by the Plan, to the extent that such delegation of power or duty is allowed under ERISA, and the Trustee may act reasonably or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

**2.04 Orphaned Plan.** If the Trustee determines that the Employer has abandoned the Plan, the Trustee (if qualified to so act) may appoint itself as a Qualified Termination Administrator ("QTA"), as defined in Department of Labor guidance, for purposes of terminating the Plan and distributing all Plan Accounts. As a QTA, the Trustee may undertake all authorized acts to wind up the Plan, including causing

the Trust to pay from Trust assets to the QTA and to other service providers a reasonable fee for services rendered. A Directed Trustee may serve as a QTA without regard to the receipt of proper written direction.

**2.05 Duties.** The Trustee agrees to perform the responsibilities expressly imposed on it hereunder. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement. The Trustee agrees to the following duties:

**(A) ERISA.** If ERISA applies to the Plan and to the extent that ERISA so requires, to act: (a) solely in the interest of Participants and Beneficiaries for the exclusive purposes of providing benefits under the Plan and defraying the reasonable expenses of Plan administration; (b) with the care, skill, prudence and diligence under the circumstances then prevailing as would a prudent person acting in a like capacity and familiar with such matters; (c) by diversifying Trust investments so as to minimize the risk of large losses unless not prudent under the circumstances to do so; and (d) in accordance with the Plan to the extent that the Plan is consistent with ERISA.

**(B) Investment Policy.** To coordinate its investment policy with Plan financial needs as communicated to it by the Plan Administrator.

**(C) Trust Accounting.** To furnish to the Employer and to the Plan Administrator an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement, including the net income, or loss, of the Trust Fund, the gains, or losses, realized by the Trust Fund upon sales or other disposition of the assets, and the increase, or decrease, in the value of the Trust Fund, stating the assets of the Trust held at the end of the Plan Year. Such statements are conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 45 days after the receipt of the statements or for which ERISA authorizes a longer period within which to object. The Trustee also may agree with the Employer or Plan Administrator to provide the information described in this paragraph more frequently than annually. Nothing contained in this Section shall deprive the Trustee of any right to have its accounts judicially settled if the Trustee so desires. To the extent permitted by law, but subject to any express provision of applicable law as may be in effect from time to time to the contrary, no person other than the Plan Administrator or Employer may require an accounting or bring any action against the Trustee with respect to the assets of the Trust or its actions as Trustee.

**(D) Trust Valuation.** To the extent directed by the terms of the Plan, the Plan Administrator, or the Named Fiduciary, to report the value of the Trust Fund and as applicable, the value of the Trust assets within each Participant or Beneficiary Account provided, however, the Trustee reserves the right to notify the Plan Administrator or Named Fiduciary of any non-marketable securities or other property held under the Trust without a readily-determinable value, and such securities or other property shall be valued as determined by the Plan Administrator or Named Fiduciary or other fiduciary (but not the Trustee) at least annually. However, if the Trustee is a Directed Trustee (as defined in this document) the Named Fiduciary will value the assets and will provide the valuation to the Trustee, unless the Trustee and the Named Fiduciary agree that the Trustee will conduct the valuation. The Trustee may reasonably rely on any valuation the Named Fiduciary conducts and provides.

**(E) Distributions.** To credit and distribute the Trust Fund as the Plan Administrator directs. The Trustee is not obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee is accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the direction of the Plan Administrator. The Trustee must promptly notify the Plan Administrator of any unclaimed Plan payment or distribution and then dispose of the distribution in accordance with the Plan Administrator's direction, including any processes or limitations enumerated in the Plan document. The Trustee shall be released and discharged from all further accountability or liability respecting such assets of the Trust, shall be fully protected in making payments out of the assets of the Trust in accordance with such written directions, and shall have no responsibility to see to the application of such payments or to ascertain whether such directions comply with the provisions of the Plan.

**(F) Fees/Expenses.** To pay from the Trust Fund all reasonable Plan fees and expenses, and if applicable to allocate the fees and expenses to Plan Accounts, both as the Plan Administrator directs. Any fee or expense that the Employer pays, directly or indirectly, is not an Employer contribution to the Plan, provided the fee or the expense relates to the ordinary and necessary administration of the Trust Fund.

**(G) Loans.** To make loans to a Participant or to a Beneficiary in accordance with the Plan Administrator's direction and the terms of the Plan.

**(H) Records/Statements.** To keep the Trustee's Plan records open to the inspection of the Plan Administrator and the Employer at all reasonable times and to permit the review or audit of such records from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee must furnish the Plan Administrator with whatever information relating to the Trust Fund the Plan Administrator considers necessary to perform its duties as Plan Administrator.

**(I) Tax Returns.** To file all information and tax returns required of the Trustee.

**(J) Incapacity.** To follow the direction of the Plan Administrator with regard to distributions to any Participant or Beneficiary whom the Plan Administrator has determined to be incapacitated (such as physical or mental incapacity, or age as defined by the Plan). The Trustee also will provide any reasonable information and take any reasonable action that the Plan Administrator requests relating to a determination of incapacity or otherwise pertaining to the administration of the Account of any incapacitated person. The Trustee has no duty or liability with regard to such distributions except to follow the instructions of the Plan Administrator.

**(K) Bond.** To provide a bond for the faithful performance of its duties as Trustee under the Trust to the extent required by ERISA.

**(L) Contributions.** To receive, take and hold any contributions paid to the Trustee by the Employer in cash or, in the case of a profit sharing plan, such other property as may be acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held managed and administered by the Trustee pursuant to the terms of this Trust without distinction between principal and income and without liability for the payment of interest thereon. Notwithstanding the foregoing, the Trustee agrees to perform the responsibilities expressly imposed on it. The Employer and the Trustee intend that nothing shall be construed to require the Trustee to perform any responsibility or function that it has no express authority to perform under this agreement.

## **2.06 Duty to Collect Employer Contributions.**

**(A) Duty.** A discretionary Trustee has the duty to collect Employer contributions, including, but not limited to, elective deferrals, except to the extent such duty is limited by the Employer or as provided in paragraph (B). A Directed Trustee does not have the duty to collect employer contributions and the Employer represents and warrants that it either has responsibility as a "named fiduciary" (as defined in ERISA §402(a)(2)) or has properly delegated the responsibility to a Plan fiduciary, other than the Directed Trustee, for determining the correctness, amount and timing of contributions and for the collection of contributions. This duty is effective no sooner than the later of the date the Employer signs this Agreement or the date the Trustee or Special Trustee executes either this Agreement or otherwise accepts its responsibilities under the Agreement.

**(B) Special Trustee.** If a Special Trustee has been appointed, the Special Trustee will have the duty to collect Employer Contributions, working with the highest-ranking officer of the Employer in the case of resignation or removal until another Trustee is appointed. This is the sole duty of the Special Trustee, acting in that capacity. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee will either execute the Trust Agreement or a form accepting its position and agreeing to its obligations hereunder. The Special Trustee may perform any and all acts which in the Special Trustee's judgment are necessary or appropriate for the proper and advantageous discharge of its responsibilities.

**(C) Standards.** In determining how to discharge any duty to collect contributions, a Trustee, Special Trustee, or other Named Fiduciary of the Plan should weigh the value of the Plan assets involved, the likelihood of a successful recovery, and the expenses expected to be incurred. Among other factors, a Trustee, Special Trustee or other Named Fiduciary of the Plan may take into account the Employer's solvency in deciding whether to expend Plan assets to pursue a claim.

## **ARTICLE III ADMINISTRATIVE PROVISIONS**

**3.01 Co-fiduciary Liability.** Each fiduciary under the Trust is responsible solely for his/her or its own acts or omissions. A fiduciary does not have any liability for another fiduciary's breach of fiduciary responsibility with respect to the Trust unless the fiduciary: (a) participates knowingly in or undertakes to conceal the breach; (b) has actual knowledge of the breach and fails to take reasonable remedial action to remedy the breach; or (c) through failure to perform his/her or its own specific fiduciary responsibilities that give rise to fiduciary status, the fiduciary has enabled the other fiduciary to commit a breach of the latter's fiduciary responsibility.

## **3.02 Limitation of Liability.**

**(A) Apportionment of duties.** The Named Fiduciary, the Trustee(s) and any properly appointed Investment Manager may execute a written agreement as a part of this Plan delineating the duties, responsibilities and liabilities of the Investment Manager or Trustee(s) with respect to any part of the Trust Fund under the control of the Investment Manager or the Trustee(s).

**(B) Investment Manager.** The Trustee is not liable for the acts or omissions of any Investment Manager the Named Fiduciary may appoint, nor is the Trustee under any obligation to invest or otherwise to manage any asset of the Trust Fund which is subject to the management of a properly appointed Investment Manager. If investment of the Plan assets is to be directed in whole or in part by an Investment Manager, the Trustee shall be under no duty or obligation to review any investment to be acquired, held or disposed of pursuant to such directions nor to make any recommendations with respect to the disposition or retention of any such investment. The Trustee shall have no liability or responsibility for acting or not acting pursuant to the direction of, or failing to act in the absence of any direction from, the Investment Manager.

**(C) Other Fiduciaries.** The Trustee is not liable for the acts or omissions of any ancillary trustee or independent fiduciary properly appointed under Section 3.06. However, if a Discretionary Trustee, pursuant to the delegation described in Section 3.06, appoints an ancillary trustee, the Discretionary Trustee is responsible for the periodic review of the ancillary trustee's actions and the ancillary trustee must exercise its delegated authority in accordance with the terms of the Plan and in a manner consistent with ERISA.

**(D) Indemnity.** To the extent permitted by the Code and ERISA, the Employer agrees to indemnify and hold harmless the Trustee against any and all claims, losses, damages, expenses and liabilities the Trustee may incur in the exercise and performance of the Trustee's powers and duties hereunder, unless the same are judicially determined to be due to gross negligence or willful misconduct; including, but not limited to, attorney's fees in expenses covered. This provision applies whether or not the Trustee has resigned or has been removed.

**(E) Receipt of Assets.** The Trustee shall have no duty or responsibility to inquire as to the propriety of the amount, value or type of assets transferred to the Trust, nor to conduct any due diligence with respect to such assets; provided, however, that such assets are otherwise eligible to be held by the Trustee under the terms of the Plan.

**(F) Insurer.** The Trustee (other than an Insurer acting as Trustee) shall not be responsible for the validity of the provisions under an insurance contract issued to the Plan or for the failure or refusal by the Insurer to provide benefits under such contract. The Trustee is also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the contract or which renders the contract invalid or unenforceable in whole or in part.

**(G) Direction.** If the Trustee shall be directed by a Participant (pursuant to Plan authorized procedures), the Employer, or an Investment Manager or other agent appointed by the Employer with respect to the investment of any or all Plan assets, the Trustee shall have no liability with respect to the investment of such assets, but shall be responsible only to execute such investment instructions as so directed. In addition, if the investment of Plan assets is to be directed by Participants, the Plan Administrator, Employer or other designated Named Fiduciary shall be solely responsible for the Plan satisfying the various criteria set forth in Department of Labor Regulation §2550.404c-1 for qualification as an "ERISA Section 404(c) Plan."

**(1) Reliance.** The Trustee shall be entitled to rely fully on the written (or other form acceptable to the Plan Administrator and the Trustee, including but not limited to, voice recorded) instructions of a Participant (pursuant to the Plan procedures), the Employer, or any fiduciary or nonfiduciary agent of the Employer, in the discharge of such duties, and shall not be liable for any loss or other liability resulting from such direction (or lack of direction) of the investment of any part of the Plan assets.

**(2) Delegation.** The Trustee may delegate the duty of executing such instructions to any nonfiduciary agent, which may be an affiliate of the Trustee or any Plan representative.

**(3) Refusal.** The Trustee may refuse to comply with any direction from the Participant in the event the Trustee, in its sole and absolute discretion, deems such direction improper by virtue of applicable law. The Trustee shall not be responsible or liable for any loss or expense that may result from the Trustee's refusal or failure to comply with any direction from the Participant.

**(4) Costs.** Any costs and expenses related to compliance with the Participant's directions shall be borne by the Participant's Directed Account, unless paid by the Employer.

**(5) Collectibles.** Notwithstanding anything herein above to the contrary, the Trustee shall not invest any portion of a Participant's Directed Account in "collectibles" within the meaning of Code §408(m).

**3.03 Multiple Trustees.** An Employer may appoint one or more Trustees to perform duties in Section 2.01 for specified assets in the Plan if the Trustees accept such appointment. Multiple Trustees may consist of financial institutions or individuals in any combination at the election of the Employer. If multiple parties act as Trustee over specified assets in the Plan, the power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

**(A) Majority Decisions.** If more than two persons act as Trustee, a decision of the majority of such persons controls with respect to any decision regarding the administration or the investment of the Trust Fund or of any portion of the Trust Fund with respect to which such persons jointly act as Trustee. Except as provided in paragraph (B), the Trustees jointly will manage and control the assets of the Trust Fund (or those Trust assets as to which they act as Trustee).

**(B) Multiple Institutional Trustees.** If there is more than one Trustee which is a financial institution, each Trustee shall be the Trustee only with respect to those assets specifically deposited by the Employer in the Trust Fund for which such Trustee is the Trustee. References in the Trust to the responsibilities, power or duties of the Trustee shall be interpreted as applying to each such Trustee only with respect to the assets of the Trust Fund for which such Trustee is the Trustee. Each Trustee shall have no responsibility for, or liability with respect to, any of the Trust Fund other than the assets for which it serves as Trustee.

(C) **Allocation.** Multiple Trustees may allocate among themselves specific responsibilities or obligations or may authorize one or more of them, either individually or in concert, to exercise any or all of the powers granted to the Trustee, or to perform any or all of the duties assigned to the Trustee under this Trust.

(D) **Signature.** The signature of only one Trustee is necessary to effect any transaction on behalf of the Trust (or as to those Trust assets as to which the signatory acts as Trustee).

**3.04 Trustee Fees and Expenses.** A Trustee will receive reasonable compensation and reimbursement for reasonable Trust expenses (including counsel fees) actually incurred as Trustee, as set forth in the Trustee's fee schedule (if the Trustee has such a schedule), or as may be agreed upon from time to time by the Employer and the Trustee. No person who is receiving full pay from the Employer may receive compensation (except for reimbursement of Plan expenses) for services as Trustee. As the Plan Administrator or Employer directs, such fees and expenses will be paid by the Employer, or the Trustee will charge the Trust for the fees or expenses. If, within a reasonable time after a Plan related fee or expense is incurred (or if within the time specified in any agreement between the Plan and the Trustee regarding payment of a fee or expense) the Plan Administrator does not communicate the Employer's decision regarding payment or if the Employer does not pay the fee or expense, the Trustee may charge the Trust for such reasonable fees and expenses as are not settlor expenses. All taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

**3.05 Third Party Reliance.** A person dealing with the Trustee is not obligated to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Plan. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and is not liable to any person in so acting. The certificate of the Trustee that it is acting in accordance with the Plan is conclusive in favor of any person relying on the certificate.

### **3.06 Appointment of Ancillary Trustee or Independent Fiduciary**

(A) **Appointment.** The Employer or Named Fiduciary, in writing, may appoint any qualified person in any state to act as ancillary trustee with respect to a designated portion of the Trust Fund, subject to any consent required under the Plan. An ancillary trustee must acknowledge in writing its acceptance of the terms and conditions of its appointment as ancillary trustee and its fiduciary status under ERISA.

(B) **Powers.** The ancillary trustee has the rights, powers, duties and discretion as the Employer may delegate, subject to any limitations or directions specified in the agreement appointing the ancillary trustee and to the terms of the Plan or of ERISA. The Employer may delegate its responsibilities under this Section 3.06 to a Discretionary Trustee (subject to the acceptance by such Discretionary Trustee of that delegation), but the Employer may not delegate its responsibilities to a Directed Trustee. The investment powers delegated to the ancillary trustee may include any investment powers available under Section 2.01. The delegated investment powers may include the right to invest any portion of the assets of the Trust Fund in a common trust fund, as described in Code §584, or in any collective investment fund, the provisions of which govern the investment of such assets and which the Plan incorporates by this reference, but only if the ancillary trustee is a bank or similar financial institution supervised by the United States or by a state and the ancillary trustee (or its affiliate, as defined in Code §1504) maintains the common trust fund or collective investment fund exclusively for the collective investment of money contributed by the ancillary trustee (or its affiliate) in a trustee capacity and which conforms to the rules of the Comptroller of the Currency, as applicable. The Employer also may appoint as an ancillary trustee, the trustee of any group trust fund designated for investment pursuant to the provisions of Section 3.08.

(C) **Resignation/Removal.** The ancillary trustee may resign its position and the Employer may remove an ancillary trustee as provided in Section 3.07 regarding resignation and removal of the Trustee. In the event of such resignation or removal, the Employer may appoint another ancillary trustee or may return the assets to the control and management of the Trustee.

(D) **Independent Fiduciary.** If the DOL requires engagement of an independent fiduciary to have control or management of all or a portion of the Trust Fund, the Employer will appoint such independent fiduciary, as directed by the DOL. The independent fiduciary will have the duties, responsibilities and powers prescribed by the DOL and will exercise those duties, responsibilities and powers in accordance with the terms, restrictions and conditions established by the DOL and, to the extent not inconsistent with ERISA, the terms of the Plan. The independent fiduciary must accept its appointment in writing and must acknowledge its status as a fiduciary of the Plan.

**3.07 Resignation and Removal.** The following provisions relate to Trustee resignation and removal and to appointment of a successor. They apply to a Special Trustee as well as a Trustee.

(A) **Resignation.** The Trustee may resign its position by giving written notice to the Named Fiduciary and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Named Fiduciary consents in writing to shorter notice.

(B) **Removal.** The Employer or Named Fiduciary may remove a Trustee by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the

Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

**(C) Successor Appointment.** In the event of the death, incapacity, resignation or the removal of a Trustee, where no other Trustee continues to serve, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons shall have full authority to act under the terms of the Plan as Trustee.

**(1) Default Successor Trustee.** Except as provided in subparagraph (2) below, if the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee. If state law prohibits the Employer from serving as successor Trustee, the appointed successor Trustee is the president of a corporate Employer, the managing partner of a partnership Employer, the managing member of a limited liability company Employer, the sole proprietor of a proprietorship Employer, or in the case of any other entity type, such other person with title and responsibilities similar to the foregoing.

**(2) Default Custodian.** If the Employer fails to appoint a successor Custodian as of the effective date of Custodian resignation or removal, the Trustee will direct the investment of Plan assets held by the former Custodian.

**(D) Acceptance.** Each successor Trustee succeeds its predecessor Trustee by accepting in writing its appointment as successor Trustee and by filing the acceptance with the former Trustee and the Plan Administrator. For this purpose, the successor Trustee's execution of this Trust or the Adoption Agreement to the Plan constitutes the Trustee's acceptance of its appointment as successor Trustee. The successor Trustee will also execute such other documents, if any, as the Plan Administrator may reasonably require in connection therewith.

**(E) Outgoing Trustee.** The resigning or removed Trustee, upon receipt of acceptance in writing of the Trust by the successor Trustee, must execute all documents and must perform all acts necessary to vest the title to Plan assets of record in any successor Trustee. In addition, to the extent reasonably necessary for the ongoing administration of the Plan, at the request of the Plan Administrator and the successor Trustee, the resigning or removed Trustee must transfer records, provide information and otherwise cooperate in effecting the change of Trustees. Such resigning or removed Trustee is authorized to reserve such sum of money (and for that purpose to liquidate such property as may be necessary to produce such sum) for payment of all proper expenses and charges against the assets of the Trust including reasonable expenses in connection with such resignation or removal, and any balance of such reserve remaining after the payment of such charges shall be paid over to the successor Trustee. Whenever any Trustee hereunder ceases to serve as such, the Trustee shall furnish to the Employer and Plan Administrator a written statement of account with respect to the portion of the Plan Year during which the individual or entity served as Trustee. This statement shall be either (i) included as part of the annual statement of account for the Plan Year or (ii) set forth in a special statement. Any such special statement of account should be rendered to the Employer no later than the due date of the annual statement of account for the Plan Year. The procedures set forth in Section 2.05 for the approval by the Employer of annual statements of account shall apply to any special statement of account rendered hereunder and approval by the Employer of any such special statement in the manner provided in Section 2.05 shall have the same effect upon the statement as the Employer's approval of an annual statement of account.

**(F) Successor Powers.** Each successor Trustee has and enjoys all of the powers, both discretionary and ministerial, conferred under the Plan upon its predecessor.

**(G) No Liability for Predecessor or Successor.** A successor Trustee is not personally liable for any act or failure to act of any predecessor Trustee, except as required under ERISA. With the approval of the Employer and the Plan Administrator, a successor Trustee, with respect to the Plan, may accept the account rendered and the property delivered to it by a predecessor Trustee without liability. No Trustee shall be required to investigate, or be responsible for, any acts or omissions occurring before it became, or after it ceased to be, Trustee.

**3.08 Investment in Group Trust Fund.** The Employer specifically authorizes a Directed Trustee, as directed, or a Discretionary Trustee to invest all or any portion of the assets comprising the Trust Fund in any group trust fund which at the time of the investment provides for the pooling of the assets of plans qualified under Code §401(a), including a group trust fund that also permits the pooling of qualified plan assets with assets of an individual retirement account that is exempt from taxation under Code §408(e), assets of an eligible governmental plan under Code §457(b) that is exempt from taxation under Code §457(g), assets of a custodial account under Code §403(b)(7) or a retirement income account under Code §403(b)(9), or assets of a governmental plan under Code §401(a)(24). This authorization applies solely to a group trust fund exempt from taxation under Code §501(a) and the trust agreement of which satisfies the requirements of Rev. Rul. 81 100 (as modified and clarified by Rev. Rul. 2004-67, Rev. Rul. 2011-1, and Rev. Rul. 2014-24), or any successor thereto. The provisions of the group trust fund agreement, as amended from time to time, are by this reference incorporated within this Plan and Trust. The provisions of the group trust fund will govern any investment of Plan assets in that fund. To comply with Code §4975(d)(8) as to any group trust fund maintained by a disqualified person, including the Trustee, the following provisions apply: (a) a Discretionary Trustee or a Directed Trustee may invest in any such fund at the direction of the Named Fiduciary who is independent of the Trustee and the Trustee's affiliates; (b) a Discretionary Trustee or a Directed Trustee (the latter as directed) may invest in any such fund



which the Employer specifies in the Adoption Agreement to the Plan or in an appendix thereto; and (c) notwithstanding (a) and (b) a Discretionary Trustee may invest in its own funds as described in Section 2.01(C). The Employer may attach an appendix to this Trust to specify the group trust funds in which the assets of the Trust Fund may be invested. If so, investments in group trust funds shall be limited to the group trust funds so specified.

**3.09 Combining Trusts.** At the Employer's direction, the Trustee, for collective investment purposes, may combine into one trust fund the Trust created under this Plan with the trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Account Balance under the qualified plans in which he/she is a participant.

**3.10 Amendment/Substitution.** The Employer may, at any time and from time to time, amend or restate the Trust or any of its provisions. Any Trust amendment (a) must not conflict with any other provisions of the Plan (except as expressly are intended to override an existing Trust provision); and (b) must not cause the Plan to violate Code §401(a). The Trustee must execute or consent in writing to any amendment.

**3.11 Electronic Communication.** Any communication, notice, direction, or other writing in connection with the Trust may be given electronically, under reasonable commercial procedures satisfactory to the Trustee.

**3.12 Governing Law.** The law of the state or commonwealth where the Employer's principal office is located will determine all questions arising with respect to the provisions of the Trust.

**3.13 Reliance on Counsel.** The Trustee may consult with legal counsel (who may be of counsel to the Employer) concerning any question which may arise with reference to its duties under this Trust Agreement and the opinion of such counsel shall be full and complete protection to the Trustee in respect to any action taken or suffered by the Trustee in good faith and in accordance with the opinion of such counsel.

**3.14 Termination.** This Trust Agreement and the Trust created hereby may be terminated at any time by the Employer, and upon such termination, the assets of the Trust shall be paid out by the Trustee as and when directed by the Plan Administrator pursuant to the terms of the Plan and this Trust. When the assets of the Trust have been applied or distributed as provided herein, the Trustee shall be released and discharged from all further accountability or liability respecting the assets of the Trust (or that part of the assets so applied or distributed if the Trust is terminated only in part) or any part thereof so applied or distributed and shall not be responsible in any way or to any person for the further disposition of the assets of the Trust (or that part of the assets so applied or distributed, if the Trust is terminated only in part) or any part thereof so applied or distributed.

**ARTICLE IV  
TRUSTEE/CUSTODIAN/INSURER**

The undersigned, by executing this Trust, hereby accepts their position and agrees to all of the obligations, responsibilities and duties imposed upon them under the Trust.

The persons or entities acting as Trustee(s) hereunder, as defined in this agreement, are listed in the attached Appendix.

EMPLOYER	DATE SIGNED
TRUSTEE	DATE SIGNED
TRUSTEE	DATE SIGNED
TRUSTEE	DATE SIGNED
TRUSTEE	DATE SIGNED
TRUSTEE	DATE SIGNED

**APPENDIX  
TRUSTEES DUTIES**

**Trustees:**

Dan Corti  
Trustee

Kenneth Peers  
Trustee

Larry Hanson  
Trustee

Steve Cunningham  
Trustee

Cheryl Hanson  
Trustee

Discretionary Trustees

**MISSOULA RURAL FIRE DISTRICT 401A PLAN**  
**SUMMARY OF PLAN PROVISIONS**

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## MISSOULA RURAL FIRE DISTRICT 401A PLAN

### SUMMARY OF PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

##### **What kind of Plan is this?**

Missoula Rural Fire District 401a Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

##### **What information does this Summary provide?**

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

**Types of Contributions.** The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Employee rollover contributions

#### ARTICLE I PARTICIPATION IN THE PLAN

##### **How do I participate in the Plan?**

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- leased employees
- All Employees who are not District Chief, Deputy Chief or Assistant Chief

**Eligibility Conditions.** You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

**Entry Date.** Your Entry Date will be the date on which you satisfy the eligibility requirements.

##### **What happens if I'm a participant, terminate employment and then I'm rehired?**

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

#### ARTICLE II EMPLOYEE CONTRIBUTIONS

##### **What are rollover contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

### **ARTICLE III EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that will be made to the Plan.

**What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Your Employer will make a nonelective contribution equal to 7.65% of your Compensation for each pay period.

**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

### **ARTICLE IV COMPENSATION AND ACCOUNT BALANCE**

**What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- compensation paid while not a participant in the Plan will be excluded.
- Clothing Allowance
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
  - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
  - nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

**Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2022 is \$305,000. After 2022, the dollar limit may increase for cost-of-living adjustments.

**Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2022, this total cannot exceed the lesser of \$61,000 or 100% of your annual compensation. After 2022, the dollar limit may increase for cost-of-living adjustments.

### **How is the money in the Plan invested?**

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

### **Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

## **ARTICLE V VESTING**

### **What is my vested interest in my account?**

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- nonelective contributions
- rollover contributions

## **ARTICLE VI BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- early retirement
- normal retirement



- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan.

**What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than , you will be entitled to receive only the "vested percentage" of your account balance.

If your vested account balance exceeds \$5,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment.

If your vested account balance does not exceed \$5,000, a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it, as soon as administratively feasible following your termination of employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these amounts will be paid.)

**Treatment of rollovers for consent to distribution.** In determining if the value of your vested account balance exceeds the \$5,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

**Treatment of rollovers for timing of payments.** In determining whether the \$5,000 threshold described above for timing of payments has been exceeded, amounts in your rollover account will be considered as part of your benefit.

**What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 60. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**What happens if I terminate employment at Early Retirement Date?**

**Early Retirement Date.** Your Early Retirement Date is the date you have attained age 55. You may elect to retire when you reach your Early Retirement Date.

**Payment of benefits.** If you are employed on the date you attain your early retirement age, you will be entitled to your vested account balance under the Plan. However, the payment of benefits generally will not begin until you actually retire after reaching your Early Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. However, if you retire after reaching your Early Retirement Date but prior to your Normal Retirement Date and the value of your vested account balance does not exceed \$5,000, then a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

**Payment of benefits.** If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested account balance does not exceed \$5,000, then a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**How will my benefits be paid to me?**

**Forms of distribution.** If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the \$5,000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds \$5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals
- partial withdrawals or installments but only with respect to Participants or beneficiaries who receive minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

**ARTICLE VII  
BENEFITS AND DISTRIBUTIONS UPON DEATH**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

**Who is the beneficiary of my death benefit?**

**Beneficiary designation.** You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

**How will the death benefit be paid to my beneficiary?**

**Form of distribution.** If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- partial withdrawals

- partial withdrawals or installments that do not exceed the limitations on when the entire death benefit must be paid. (See below "When must the last payment be made to my beneficiary?")

**When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

**What happens if I'm a participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

**ARTICLE VIII  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

**Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.
- (b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Automatic IRA Rollover.** If a mandatory distribution is being made to you because your vested interest in the Plan exceeds \$1,000 but does not exceed \$5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

**ARTICLE IX  
PROTECTED BENEFITS AND CLAIMS PROCEDURES**

**Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

**Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

**Can the Plan be amended?**

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

**What happens if the Plan is discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will continue to be 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

**How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

**What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

**ARTICLE X  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

**Plan Name**

The full name of the Plan is Missoula Rural Fire District 401a Plan.

**Plan Effective Dates**

This Plan was originally effective on May 19, 2000. The amended and restated provisions of the Plan become effective on July 1, 2022. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

**Other Plan Information**

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on June 30th.

**Employer Information**

Your Employer's name, address and identification number are:

Missoula Rural Fire District  
2521 South Avenue West  
Missoula, Montana 59804

81-0386669

**Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Missoula Rural Fire District  
2521 South Avenue West  
Missoula, Montana 59804

(406) 549-6172

**Plan Trustee Information and Plan Funding Medium**

All money that is contributed to the Plan is held in a trust fund. The Trustees are responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustees are:

Dan Corti, Trustee

Kenneth Peers, Trustee

Larry Hanson, Trustee

Steve Cunningham, Trustee

Cheryl Hanson, Trustee

2521 South Avenue West  
Missoula, Montana 59804

(406) 549-6172

The Trustees shall collectively be referred to as Trustee throughout this Summary of Plan Provisions.



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
(406) 549-6172 • FAX (406) 549-6023  
www.mrfdfire.org

July 29, 2022

To: MRFD Board of Trustees  
From: Chief Newman  
Re: **Recommendation of Approval for Annexation: 28149 Highway 12 W, Lolo, MT 59847**

Dear Chair Murphy and Members of the Board of Trustees:

Upon my review, I concur with the findings of the Community Risk Reduction Division.

It is my recommendation to the Board that the property listed above should be annexed into the Missoula Rural Fire District.

Sincerely,

Chris Newman, Fire Chief  
Missoula Rural Fire District



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

[www.mrfdfire.org](http://www.mrfdfire.org)

June 28th, 2022

To: Fire Chief Newman  
From: Deputy Fire Marshal  
Re: Annexation of the property located at 28149 Highway 12 W, Lolo, MT 59847

Please find attached the signed MRFD Annexation Criteria Form (ACF), which was completed after the property was inspected at the above-referenced address. The property owner was contacted and has also received a copy of this criteria form for their records. We explained that once we received the signed copy to acknowledge their understanding and receipt of the ACF, we would then submit this petition of annexation to the MRFD Fire Board for their consideration.

After my review, it is my recommendation to the Board that the property located at 28149 Highway 12 W, be annexed into the Missoula Rural Fire District.

Sincerely,

Dodd McDermott  
Deputy Fire Marshal  
Missoula Rural Fire District

# Inspection Report

## **FIRE-RESCUE**

MISSOULA RURAL FIRE DISTRICT

**Status**  
In Progress

**Inspected by**  
Giardino, Pete

**Completed at**

**Business Address**  
28149 Highway 12

**Suite**  
--

**City**  
Lolo

**State**  
MT

**Zip**  
59847

**Business Name**  
--

**Building Type**  
Unknown

Item	Result	Remarks
What is the distance to the closest MRFD fire station	16 miles from MRFD Station 5	
What is the distance to the closest mutual/auto aid partner	24 miles From MFD Station 3	
Are there buildings more than 400 sf (ground floor area) and/or public occupancies with structural components?	Yes	
Is there clear openings through gates at least 2 feet wider than the means of access it controls?	Yes	
Number of means of access.	2	
Can the fire department realistically access the property after a snow event or icy conditions? (*CRITICAL*)	Yes	
Are roadways constructed of a hard, all-weather surface designed to support all imposed loads of MRFD apparatus? (*CRITICAL*)	Yes	



Item	Result	Remarks
Are the roadways a minimum clear width of 16 ft?	Yes	
Is there at least 13 ft 6 in. nominal vertical clearance over the full width of the roadway? (*CRITICAL*)	Yes	
Do the curves/turns in the roadway have a minimum radius of 60 ft to the outside of the turn?	Yes	
Is/Are bridge(s) present that require access to the property/structure(s) (*CRITICAL*)	No	
Is/Are bridge(s) designed to support the imposed load of all MRFD fire apparatus. (*CRITICAL*)	N/A (no bridges)	
Is the load limit clearly posted at both approaches to the bridge?	N/A (no bridges)	
Has the vegetation adjacent to the roadway been mitigated?	Yes	
Are there any road/driveway grades steeper than 10 percent?	No	
Is there a dead end roadway more than 300 ft in length?	No	
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	N/A (roadway less than 300 feet)	
Is there a dead end/cul-de-sac that exceeds 1200 ft in length?	No	
If yes, are there approved intermediate turnarounds at a maximum of 1200 ft intervals? (*CRITICAL*)	N/A (no dead -end cul-de-sac greater than 1200 feet)	
Is the driveway longer than 150 ft?	No	
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	N/A (Driveway not longer than 150 feet)	

Item	Result	Remarks
Is the driveway a minimum of 12 feet in width and 13 ft 6 in. in vertical clearance?	Yes	
If the driveway is longer than 300 ft, are there pullouts?	N/A (Driveway not longer than 300 feet)	
Are the road and address signs made of appropriate materials and properly located?	Yes	
Is there adequate fire apparatus access provided to within 150 ft of any point of the exterior wall of each building? (300 ft for a sprinklered building) (*CRITICAL*)	Yes	
Are building separations greater than 30 ft?	Yes	
Is the building(s) protected by an automatic sprinkler system in accordance with NFPA 13, 13R or 13D?	No	
Does the building(s) have a local/supervised fire alarm system in accordance with NFPA 72?	No	
What is the distance to the nearest fire hydrant?	15 Miles (Stella Blue & Lolo Creek Rd)	
If fire hydrants are not present, what is the distance to the nearest water storage (cistern or draft site) that meets NFPA 1142 requirements?	13 Miles (Nez Perce Loop) Lolo creek is available for draft, seasonally.	
Are connections at either water source (if applicable) appropriate for MRFD use?	Yes	
Non-combustible roof?	Yes	
Soffits enclosed?	Yes	
Soffit, attic and crawl space vents screened?	Yes	
Non-combustible siding?	Yes	
Double pane windows?	Yes	

Item	Result	Remarks
Is/Are deck(s) present?	Yes	
Is/Are decks(s) non-combustible?	No	
Are decks fire resistant?	Yes	
30-100 ft, Reduced Fuel Zone-Is a fuel break provided by the disruption of the vertical and/or horizontal continuity of flammable/combustible vegetation?	Yes	
0-30 ft, Defensible Space Zone-Is all flammable vegetation and combustible growth clear of this area? (*CRITICAL*)	Yes	

## Inspection Signatures

### Occupancy Contact Signature



Makalina Seavy  
 Owner  
 makalina\_seavy@yahoo.com

### Inspector Signature



Giardino, Pete  
 Deputy Fire Marshal  
 406-239-4844  
 pgiardino@mrfdfire.org



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
(406) 549-6172 • FAX (406) 549-6023  
www.mrfdfire.org

## PETITION FOR ANNEXATION

We, the undersigned, being taxpaying freeholders and whose names appear upon the last completed assessment roll, do hereby petition the Board of County Commissioners to annex to the **Missoula Rural Fire District**, the following parcel:

\_\_\_\_\_ 281A9 W. Hwy 12 Lolo, MT 59847  
**Taxpayer ID:** \_\_\_\_\_ **Property Address:** \_\_\_\_\_

04-2090-20-4-01-03-0000  
**Geo Code:** \_\_\_\_\_ **Subdivision Name (if applicable)** \_\_\_\_\_

S20, T12 N1 R22W1 COS 155, Lot 17  
**Legal Description (Quarter, Section, Township, Range, Lot #, Block, COS #, etc.)** \_\_\_\_\_

TBD  
**Name of Insurance Company – Property Insurance** \_\_\_\_\_ **Insurance Phone Number** \_\_\_\_\_

Makalina Seavy 800-281-7762 makalina\_seavy@yahoo.com  
**Contact Name for this Petition** **Contact's Phone Number** **Contact's Email Address**

**Property Owner Signature(s)** **Printed Name(s)** **Mailing Address**  
Makalina Seavy 07/29/2021 Makalina Seavy P.O. Box 1133 Lolo MT 59847  
(sign and date)

\_\_\_\_\_  
(sign and date)

\_\_\_\_\_  
(sign and date)

**FOR OFFICE USE ONLY:**

Annexation accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Board of Trustees for the Missoula Rural Fire District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

[www.mrfdfire.org](http://www.mrfdfire.org)

July 29, 2022

To: MRFD Board of Trustees

From: Chief Newman

Re: **Recommendation of Approval for Annexation: 2013 Deer Creek Rd., Milltown, MT 59851**

Dear Chair Murphy and Members of the Board of Trustees:

Upon my review, I concur with the findings of the Community Risk Reduction Division.

It is my recommendation to the Board that the property listed above should be annexed into the Missoula Rural Fire District.

Sincerely,

Chris Newman, Fire Chief  
Missoula Rural Fire District



## MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804

(406) 549-6172 • FAX (406) 549-6023

[www.mrfdfire.org](http://www.mrfdfire.org)

July 19<sup>th</sup>, 2022

To: Fire Chief Newman  
From: Deputy Fire Marshal  
Re: Annexation of the property located at 2013 Deer Creek Rd., Milltown, MT 59851

Please find attached the signed MRFD Annexation Criteria Form (ACF), which was completed after the property was inspected at the above-referenced address. The property owner was contacted and has also received a copy of this criteria form for their records. We explained that once we received the signed copy to acknowledge their understanding and receipt of the ACF, we would then submit this petition of annexation to the MRFD Fire Board for their consideration.

After my review, it is my recommendation to the Board that the property located at 2013 Deer Creek Rd, be annexed into the Missoula Rural Fire District.

Sincerely,

Dodd McDermott  
Deputy Fire Marshal  
Missoula Rural Fire District



# Inspection Report

**Status**  
In Progress

**Inspected by**  
McDermott, Dodd

**Completed at**

<b>Business Address</b>	<b>Suite</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
2013 DEER CREEK RD	--	MISSOULA	MT	59802
<b>Business Name</b>	<b>Building Type</b>			
--	FARM_R - Farmstead - Rural			

Item	Result	Remarks
What is the distance to the closest MRFD fire station	8.2 Miles to MRFD Station 4	
What is the distance to the closest mutual/auto aid partner	4.6 Miles to East Missoula Fire	
Are there buildings more than 400 sf (ground floor area) and/or public occupancies with structural components?	Yes	
Is there clear openings through gates at least 2 feet wider than the means of access it controls?	Yes	
Number of means of access.	1	
Can the fire department realistically access the property after a snow event or icy conditions? (*CRITICAL*)	Yes	

Item	Result	Remarks
Are roadways constructed of a hard, all-weather surface designed to support all imposed loads of MRFD apparatus? (*CRITICAL*)	Yes	
Are the roadways a minimum clear width of 16 ft?	Yes	
Is there at least 13 ft 6 in. nominal vertical clearance over the full width of the roadway? (*CRITICAL*)	Yes	
Do the curves/turns in the roadway have a minimum radius of 60 ft to the outside of the turn?	Yes	
Is/Are bridge(s) present that require access to the property/structure(s) (*CRITICAL*)	No	
Is/Are bridge(s) designed to support the imposed load of all MRFD fire apparatus. (*CRITICAL*)	N/A (no bridges)	
Is the load limit clearly posted at both approaches to the bridge?	N/A (no bridges)	
Has the vegetation adjacent to the roadway been mitigated?	Yes	
Are there any road/driveway grades steeper than 10 percent?	No	
Is there a dead end roadway more than 300 ft in length?	Yes	
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	Yes	
Is there a dead end/cul-de-sac that exceeds 1200 ft in length?	Yes	
If yes, are there approved intermediate turnarounds at a maximum of 1200 ft intervals? (*CRITICAL*)	Yes	
Is the driveway longer than 150 ft?	Yes	



Item	Result	Remarks
If yes, is there an appropriate turnaround for fire apparatus? (*CRITICAL*)	Yes	
Is the driveway a minimum of 12 feet in width and 13 ft 6 in. in vertical clearance?	Yes	
If the driveway is longer than 300 ft, are there pullouts?	Yes	
Are the road and address signs made of appropriate materials and properly located?	Yes	
Is there adequate fire apparatus access provided to within 150 ft of any point of the exterior wall of each building? (300 ft for a sprinklered building) (*CRITICAL*)	Yes	
Are building separations greater than 30 ft?	Yes	
Is the building(s) protected by an automatic sprinkler system in accordance with NFPA 13, 13R or 13D?	No	
Does the building(s) have a local/supervised fire alarm system in accordance with NFPA 72?	No	
What is the distance to the nearest fire hydrant?	2.8 Miles to 5583 Canyon River Rd	
If fire hydrants are not present, what is the distance to the nearest water storage (cistern or draft site) that meets NFPA 1142 requirements?	2.8 Miles to 5583 Canyon River Rd	
Are connections at either water source (if applicable) appropriate for MRFD use?	Yes	
Non-combustible roof?	Yes	
Soffits enclosed?	Yes	
Soffit, attic and crawl space vents screened?	Yes	
Non-combustible siding?	Yes	

Item	Result	Remarks
Double pane windows?	Yes	
Is/Are deck(s) present?	Yes	
Is/Are decks(s) non-combustible?	No	
Are decks fire resistant?	Yes	
30-100 ft, Reduced Fuel Zone-Is a fuel break provided by the disruption of the vertical and/or horizontal continuity of flammable/combustible vegetation?	Yes	
Is there a potential difference in the wildfire vs structure response capability? (Explain in comments)	No	Both wildfire and structure are capable
0-30 ft, Defensible Space Zone-Is all flammable vegetation and combustible growth clear of this area? (*CRITICAL*)	Yes	

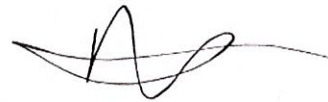
## Inspection Signatures

### Occupancy Contact Signature



Donald King  
 Owner  
 406-544-0370  
 ccrmont@gmail;.com

### Inspector Signature



McDermott, Dodd  
 Lieutenant  
 406-239-0058  
 dmcdermott@mrfdfire.org



# MISSOULA RURAL FIRE DISTRICT

2521 South Avenue West • Missoula, Montana 59804  
(406) 549-6172 • FAX (406) 549-6023  
www.mrfdfire.org

## PETITION FOR ANNEXATION

We, the undersigned, being taxpaying freeholders and whose names appear upon the last completed assessment roll, do hereby petition the Board of County Commissioners to annex to the Missoula Rural Fire District, the following parcel:

5903656      2013 Deer Creek Rd.

Taxpayer ID:      Property Address:  
04-2201-28-1-01-01-0000

Geo Code:      Subdivision Name (if applicable)

S28, T13 N, R18 W, IN E2, E2 NW4 & PT RR R/W LESS PT SOLD

Legal Description (Quarter, Section, Township, Range, Lot #, Block, COS #, etc.)

USAA

1-(800) 531-8722

Name of Insurance Company – Property Insurance

Insurance Phone Number

Donald King

(406) 544-0370

ccrmont@gmail.com

**Contact Name for this Petition**

**Contact's Phone Number**

**Contact's Email Address**

Property Owner Signature(s)

Printed Name(s)

Mailing Address

*Donald King*  
*(sign and date)*

Donald King

11111 Crystal Creek Rd  
Clinton, MT 59825-9764

*3/16/20 22*

*(sign and date)*

*(sign and date)*

**FOR OFFICE USE ONLY:**

Annexation accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by the Board of Trustees for the Missoula Rural Fire District.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_