

A G E N D A

A regular meeting of the Board of Trustees of the Waxahachie Firemen's Relief and Retirement (FR&R) Fund to be held at Waxahachie Fire Station No. 1, 407 Water Street, Waxahachie, Texas, on ***Monday, January 13, 2025 at 8:30 a.m.***

BOARD MEMBERS: Scott Safford, Chairman
 Jeff Aycock, Vice Chairman
 Shane Petty Secretary
 Chris Wright, Mayor Pro Tem
 Chad Tustison, Senior Finance Director
 Lee Statham
 Phillip Young

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

3. Consent Agenda

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

- a. Minutes of the regular Firemen's Relief & Retirement Fund meeting of December 9, 2024
 - b. Annuity checks for FR&R Retirees and other disbursements for the month of January. The total amount for the annuity checks is \$121,552.12 beginning in December 2024.
4. Discuss and consider invoice from Definiti # RHI-00002479
5. Discuss and consider invoice from Helen Duval dated 12/19/2024
6. Discuss and consider invoice from Gary Myers dated 1/1/2025
7. Discuss and consider refund of contribution to Trevor Walker in the amount of \$3,549.92
8. Hear update on Pension Review Board (PRB)
9. Discuss and consider potential changes to Section 1.06 defining an Eligible Child
10. Discuss and consider potential changes to Section 1.09 explaining the calculations for a firefighter with less than 5 years of service
11. Discuss and evaluate potential revisions to Section 3.04.e of the General DROP Rules to clarify the designation of the beneficiary
12. Discuss and consider potential changes to Section 4.02.f Disability Payments to clarify when payments begin

13. Discuss and consider potential changes to Section 4.03 to clarify the amount of disability benefits for the first two years
14. Discuss and consider potential changes to Section 6 Death Benefits
15. Set next meeting date and time of Firemen's Relief and Retirement Fund Board
16. Adjourn

The Board reserves the right to go into Executive Session as authorized by Section 551.071(2) of the Texas Government Code, for the purpose of seeking confidential legal advice from legal counsel on any agenda item listed herein. This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4006 or (TDD) 1-800-RELAY TX

Notice of Potential Quorum

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

A regular meeting of the Board of Trustees of the Waxahachie Firemen's Relief and Retirement (FR&R) Fund was held at Waxahachie Fire Station No. 1, 407 Water Street, Waxahachie, Texas, on Monday, December 9, 2024, at 8:30 a.m.

Members Present: Scott Safford, Chairman
 Jeff Aycock Vice Chairman
 Lee Statham
 Chad Tustison, Senior Finance Director

Members Absent: Shane Petty Secretary
 Chris Wright, Mayor Pro Tem
 Phillip Young

1. **Call to Order**

Chairman Scott Safford called the meeting to order at 8:30 am.

2. **Public Comments**

None.

3. **Consent Agenda**

- a. Minutes of the regular Firemen's Relief & Retirement Fund meeting of November 18, 2024
- b. Annuity checks for FR&R Retirees and other disbursements for the month of December 2024

Action

Jeff Aycock moved to approve all items on the consent agenda. Motion was seconded by Lee Statham and carried unanimously (4-0).

4. **Discuss and consider Spousal and Children benefits for Kylie, Karson, and Kallen Lindsey**

The Board determined that Keven Lindsey's death was not duty-related. The Board applied Section 6, Death Benefits, of the current Plan Document, dated May 8, 2023, to assess the eligibility and amount of spousal and children's benefits.

Action:

Jeff Aycock moved to authorize spousal benefits for Kylie Lindsey and children benefits for Karson and Kallen Lindsey. Motion was seconded by Chad Tustison and carried unanimously (4-0).

5. **Discuss and consider TEXPERS membership renewal for 2025**

Action:

Lee Statham moved to authorize payment in the amount of \$139.43 for TEXPERS dues renewal. Motion was seconded by Jeff Aycock and carried unanimously (4-0).

6. Discuss and consider correction of Lathan Roden's contribution refund

It has been discovered that Lathan Roden was overpaid his refund of contribution by \$568.78.

Action:

Jeff Aycock moved to decline to seek a refund of the over payment from Lathan Roden. Motion was seconded by Lee Statham and carried unanimously (4-0).

7. Discuss and consider Annual Report from Helen Duval

The Board reviewed the Annual Report provided by Helen Duval. Marnier reported a balance of \$24,927,299.00 as of September 30, 2024. Ms. Duval is reporting a balance of \$27,884,238.00 as of September 30, 2024. The difference is the cash \$3,060,992.00 in our cash account on September 30, 2024.

Action:

Lee Statham moved to accept the Annual Report ending September 30, 2024 as presented by Helen Duval. Motion was seconded by Chad Tustison and carried unanimously (4-0).

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

The next meeting is set for January 13, 2025 at 8:30 a.m. at the Fire Admin Office.

9. Adjourn

There being no further business, the meeting adjourned at 9:30 a.m.

Respectfully submitted,

Gary Myers
Administrator

MEMORANDUM

(3b)

TO: FR&R Board Members
FROM: Gary Myers, Plan Administrator
DATE: Monday, January 13, 2025
SUBJECT: Approve Annuity Payments for the Month of January 2025 for Retirees/Beneficiaries as Presented

Alexander	Donald
Alexander	Jeffery
Banks	Dwight
Bennett	Don
Bratcher	Billy
Carrington	Paul
Chenault	John
Cobb	Sharon
Crececius	Dennis
Creed	Lori
Crow	Len
Evans	Karen
Fuller	Donald
Gilley	Dorothy
Hamilton	Denise
Hamilton	Steven
Irvin	James
Johnston	Randy
Junkin	Pam
Kuykendall	Terry
Lewis	Sammy
Maecker	David
Martin	J
Morgan	Alan
Muirhead	Randal
Myers	Gary
Nunn	Carol
Ogletree	Billy
Potter	Randall
Rodgers	John
Rust	Paul
Skipper	Terry
Slay	Mike
Sport	Jeffery
Sykes	Jerry
Tillery	Daryl Anne
Turner	John Olin
Turner	Sharon
Warren	Lisa
Williams	Sidney
Wilson	Darla
Wilson	Kaleb

TOTAL	\$121,552.12
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A wholly owned subsidiary of Definiti LLC

(4)

(800) 882-4026
definiti.com

Waxahachie Firefighters
ATTN: Gary Myers
PO Box 1045
Waxahachie, TX 75168

Invoice #: RHI-00002479-CINV
Invoice Date: 12/09/2024
Due Date: 01/08/2025

Contract: Waxahachie Firefighters Relief & Retirement Fund

Terms: 30

FOR PROFESSIONAL SERVICES RENDERED	QUANTITY		AMOUNT
Progress on 10/1/2024 actuarial report	1	5,000.00	\$5,000.00
Definiti Actuarial Monthly invoice for period 11/1/2024 to 11/30/2024		Subtotal:	\$5,000.00
		Sales Tax:	\$0.00
		Total:	\$5,000.00
		Total Paid:	\$0.00
		Total Due:	\$5,000.00

PLEASE NOTE OUR PAYMENT OPTIONS

We're pleased to offer the following payment options: 1) **ACH** to Regions Bank, Account # 0-333-402-833, Routing # 063-104-668; 2) **Credit Card** at <http://payment.definiti.com>; 3) **Auto-Debit** authorization; 4) **Check** payable to Definiti, mailed to Definiti LLC, P.O. Box 95357, Grapevine, TX 76099-9733; 5) Plan Assets or 6) Plan Forfeitures. Contact billingteam@definiti.com with questions or to request more information.

CURRENT	1 – 29	30 – 59	60 – 89	90 – 119	OVER 120 DAYS	TOTAL DUE
5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00

Thank you for choosing RHI and Definiti for your retirement plan needs.

(5)

Helen R Duvall

117 Misty Morning
League City, TX 77573
(832) 620-0424

helen.duvall@epa.com



**Waxahachie Firemens' Relief &
Retirement Fund**

407 Water Street
Waxahachie TX 75165

INVOICE

Invoice Date: 19-Dec-24
Invoice Number: 241229

Summary of Services:

	<u># of Items</u>	<u>Rate</u>	<u>Amount</u>
Accounting services for the months of June 2024 - December 2024	7	350.00	\$ 2,450.00
Preparation of Annual Report	17	100.00	<u>1,700.00</u>
Total Invoice Amount:			<u><u>\$ 4,150.00</u></u>

Thank you!

(6)

Gary Myers

1560 Birchwood Cir.
Franklin, TN 37064
972-849-0095
WaxaFRR@gmail.com

Waxahachie Firefighter's Relief and Retirement Fund

407 Water St.
Waxahachie TX 75165

Invoice

Invoice Date	1/6/2025
Invoice Number	001

	# of Items	Rate	Amount
Administrative Services for August 2024 thru December 2024	5	\$1,000.00	\$5,000.00
	Total for Invoice		\$5,0000.00

(8)



PENSION REVIEW BOARD

12/18/2024

Waxahachie Firemen's Relief & Retirement Fund

The Texas Pension Review Board (PRB) has received and reviewed the annual reports you recently submitted. At this time, **Waxahachie Firemen's Relief & Retirement Fund** is compliant with annual reporting requirements under Chapter 802, Texas Government Code, including submission of the annual financial report, Investment Returns and Assumptions Report (PRB-1000), and membership report.

The current records the PRB has for **Waxahachie Firemen's Relief & Retirement Fund** are attached. Please, review this information and ensure that it is correct. If any of this information has been updated and is not reflected in the tables, please submit the latest copy through the *PRB's Pension Online Reporting Tool*:

<http://portal.prb.texas.gov>.

You may contact our office if you have any questions or if you are no longer the system contact.

Thank you,

Texas Pension Review Board

prb.texas.gov | prb@prb.texas.gov | P.O. Box 13498 | Austin, TX 78711-3498 | P 512-463-1736.

Membership Information

Total Members	113
Total Annuitants	39

Asset Breakdown

Fixed Income	\$6,175,376.00
Equities	\$11,700,024.00
Alternative Investments	\$1,516,040.00
Cash	\$886,416.00
Receivables	\$99,250.00
Real Assets	\$1,395,321.00
Liabilities	\$3,767.00
Total Net Assets	\$21,768,660.00

Document	Most recent date on file with PRB
Actuarial Valuation	2022-10-01
Benefit Summary	2016-01-01
Investment Policy	2024-03-11
Rate of Return	2023-09-30

(9)

Section 1 Definitions

The following terms used in this document shall have the meanings stated below unless a different meaning is clearly required by the context.

- 1.01 "Act" shall mean the Texas Local Fire Fighters Retirement Act, Vernon's Annotated Civil Statutes, Article 6243e.
- 1.02 "Board" or "Trustees" shall mean the Board of Trustees of the Waxahachie Firemen's Relief and Retirement Fund. The Board of Trustees shall be the plan administrator.
- 1.03 "City" shall mean the City of Waxahachie, a political subdivision established within the State of Texas.
- 1.04 "Code" shall mean the Internal Revenue Code of 1986 as amended from time to time.
- 1.05 "Compensation" shall mean a Firefighter's total pay. Total pay includes all elements of pay including regular, longevity and overtime pay and pay received during a period of sick leave or vacation but excluding lump sum distributions for unused sick leave or vacation upon termination. If a Firefighter's total pay has been offset (reduced) by Worker's Compensation benefits, then total pay shall also include the amount by which the total pay was offset (reduced) as required by the Texas Labor Code. The annual Compensation of each Firefighter taken into account under the Plan for any year shall not exceed the limitations of Code §401(a)(17). In determining benefit accruals in plan years beginning after December 31, 2001, the annual compensation limit for determination periods before January 1, 2002, shall be \$200,000. For Plan Years beginning on or after January 1, 2002, Compensation in excess of \$200,000 shall be disregarded for all purposes. Such amount shall be adjusted by the Commissioner for increases in the cost-of-living in accordance with Code §401(a)(17)(B). The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year. If a determination period consists of fewer than twelve (12) months, the \$200,000 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is twelve (12). For years beginning after December 31, 2008: (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment; and (ii) the differential wage payment is treated as Compensation.
- 1.06 "Eligible Child" shall mean a child who is unmarried and is a dependent of the Firefighter. A child is either the Firefighter's natural-born child or legally adopted child. In order for a natural-born child to be eligible, the child's date of birth must be no later than ten (10) months following the first to occur of the date the Firefighter retires or dies or terminates service with a vested benefit. In order for an adopted child to be eligible, the child must have been adopted prior to the first to occur of the date the Firefighter retires or dies or terminates service with a vested benefit.
- 1.07 "Fund" or "Plan" shall mean the Waxahachie Firemen's Relief and Retirement Fund.
- 1.08 "Firefighter" shall mean any actively employed employee of the Waxahachie Fire Department and any other person designated by the Board of Trustees in accordance with the Act. Employees covered by the Texas Municipal Retirement System (TMRS) or any other system or plan shall be excluded from the Fund as approved by the Board of Trustees.

(10)

- 1.09 "Highest 60-Month Average Salary" will be equal to the sum of (a), (b) and (c) divided by 60, where:
- (a) is equal to total Compensation during the calendar year in which the Firefighter Terminates Service,
 - (b) is equal to the sum of the total Compensation during the four calendar years within the ten (10) calendar years prior to the year in which the Firefighter Terminates Service in which the Firefighter earned his highest compensation,
 - (c) is equal to total Compensation during the calendar year in which the Firefighter earned his fifth highest annual compensation within the ten (10) calendar years prior to the year in which the Firefighter Terminated Service multiplied by a fraction, the numerator of which is 365 reduced by the number of paid days of Service in the year in which the Firefighter Terminated Service (including days worked in the previous calendar year but paid in the year of Termination of Service) and the denominator of which is 365.

If at the time of death or disability, the Firefighter has been paid for less than ten (10) years, but at least five (5) years prior to the year in which the Firefighter Terminated Service, the five (5) calendar years prior to the year in which the Firefighter Terminates Service shall be used in items (b) and (c) above will be determined over the actual number of calendar years prior to the year in which the Firefighter Terminated Service rather than ten (10) years.

~~If at the time of death or disability, the Firefighter has been paid for less than 60 months, the Firefighter's highest 60 month average will be the monthly average of his service time, five calendar years prior to the year in which the Firefighter Terminates Service, items (b) and (c) above will be determined as though the Firefighter had been employed for the five (5) calendar years prior to the year in which the Firefighter Terminated Service. For the period prior to employment, the Firefighter's Compensation is assumed to be equal to a monthly amount determined by adding the compensation earned in the first twelve (12) months of employment and dividing the sum by twelve (12).~~

The calculation of Highest 60-Month Average Salary is made as of the earliest of the Firefighter's death, disability, Termination of Service or DROP Benefit Calculation Date.

- 1.10 "Plan Year" shall mean the twelve-month period ending September 30 of each year.
- 1.11 "Service" will be equal to the Firefighter's number of years of continuous employment (computed to completed days) with the Fire Department of the City of Waxahachie during which a Firefighter pays into and keeps on deposit in the Fund, the contributions required by the Fund.

Service shall also include periods of leave from covered employment by reason of Service in the armed forces of the United States during a war or national emergency but only if such Service is required to be included by reason of the provisions of the Act or as a condition of qualification under the Code. Notwithstanding any other provision to the contrary, contributions, benefits and Service with respect to qualified military Service will be provided in accordance with Code §414(u). In the case of a death or disability occurring on or after January 1, 2007, if a Member dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Firefighter are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Fund as if the Firefighter had resumed and then re-terminated employment on account of death. In the case of a death occurring on or after January 1, 2007, if a Member dies while performing qualified military service (as defined in Code §414(u)), the Member's beneficiary is entitled to any additional benefits (other

- a. If the Firefighter dies after his Reverse DROP election, the death benefit of the Firefighter's Surviving Spouse will be two-thirds (2/3) of the monthly retirement benefit determined in Section 3.02.a.

3.03. Form of Payment of Reverse Deferred Retirement Option Provision Benefits:

A Firefighter who elects to receive a Reverse DROP payment will receive the Reverse DROP payment within one hundred eighty (180) days of receipt by the Fund of an irrevocable Benefit Distribution form signed by the Firefighter.

3.04. General Rules for Election of the Reverse Deferred Retirement Option:

- a. A Firefighter's election to participate in Reverse DROP is irrevocable.
- b. A Firefighter's election to participate must be in writing on an election form prepared by the Board of Trustees.
- c. A Firefighter can elect to receive the Reverse DROP payment by filing a completed Benefit Distribution Form with the fund's administrator. A Firefighter can amend the Benefit Distribution Form at any time prior to the date of a distribution of the Reverse DROP payment. A Firefighter may elect up to two (2) Reverse DROP payments per calendar year.
- d. Should the Firefighter fail to file a Benefit Distribution Form with the Fund's administrator by the time he or she attains age 70½, such Firefighter will be deemed to have elected to receive the Reverse DROP payment no later than December 31 of the year the Firefighter attains age 70½.
- e. If a Firefighter who elects the Reverse DROP dies after Termination of Service but before the Reverse DROP lump sum amount described in Section 3.02.d has been completely paid to the Firefighter, then the Firefighter's ~~beneficiary Surviving Spouse~~, or if there is no ~~beneficiary Surviving Spouse~~, the Firefighter's estate will receive the remaining portion of the Reverse DROP lump sum payment.
- f. A Firefighter electing to participate in Reverse DROP will be eligible to receive the Normal Service Retirement Benefit described in Section 2 calculate to the Reverse DROP Benefit Calculation Date.
 - a. Board Action on Application. Regardless of the specific impairment rating, if the conclusive finding under Section 4.01 is that the Firefighter (as a result of physical or mental impairment) is not capable of performing the duties of the Firefighter's position or the equivalent position of the fire department, the Board shall approve the application and grant the Firefighter disability retirement, except as provided in Section 4.02.c. If the conclusive finding under Section 4.01 is that the Firefighter is capable of performing the duties of the Firefighter's position or the equivalent position in the fire department, the Board shall deny the application regardless of the specific impairment rating.
 - b. Service Retirement vs. Disability Retirement. However, if the Firefighter is eligible for a normal service retirement benefit on the date of disability, the Firefighter will receive the normal service retirement benefit to which he would be entitled had he retired as of the date of disability.

- c. Disability During Leave of Absence. A Firefighter who becomes disabled while on a non-paid, voluntary leave of absence from the fire department shall not be considered an "active paid firefighter" and is not eligible to receive a disability retirement benefit.
- d. When Benefit Payments Begin. No disability retirement benefit shall be paid hereunder until the Firefighter's employment has ceased. The payments will begin on the 15 of the month~~last day of the calendar month~~ following the month of employment termination. For the month of employment termination, a partial monthly disability retirement benefit will also be paid. This partial benefit is equal to the disability retirement benefit described above multiplied by a fraction, the numerator of which is the number of days from the date of employment termination to the end of the month, and the denominator of which is the total number of days in the month of employment termination. This payment will be paid on the last day of the calendar month following the month of employment termination.
- e. Termination of Payments During First Two Years. If at any time during the first two (2) years during which disability retirement benefit payment are being paid to a Firefighter hereunder, the Firefighter is offered a position in the fire department with pay that is equal to or greater than the pay the Firefighter would have been receiving if the Firefighter had continued in the Firefighter's former position in the fire department, the Board shall terminate that Firefighter's disability retirement benefit. In the event the Board determines the Firefighter has submitted or caused false documents to be submitted to the Board in connection with obtaining benefits hereunder, the Board may discontinue or terminate payments hereunder.
- f. Termination of Payments After First Two Years. All disability retirement payments to a Firefighter hereunder shall cease if either:
 - i. The Firefighter fails or refuses to provide income tax returns or other information concerning the Firefighter's income, or fails or refuses to submit to an examination by a doctor within thirty (30) days after receiving a request from the Board for such documents or examination; however, the Board may reinstate future payments for the benefit once the Firefighter complies.

(12&13)

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

4.02 Amount of Disability Retirement Benefit, First Two Years:

a. When a Disability is Considered "Duty Related":

~~If (1) the Boardfire department has determined that the impairment which caused a Firefighter to be terminated from active duty with the fire department resulted from the performance of that Firefighter's duties as a Firefighter, and (2) the Firefighter was an active paid firefighter at the time of termination of service with the fire department, the Firefighter's initial disability retirement benefit will be a standard monthly benefit equal to the benefit as calculated in Section 2.02. For a duty related disability, the years of service will be equal to a minimum of twenty (20) years.calculated and paid in accordance with Section 4.03.b~~

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

b. When a Disability is Not Considered "Duty Related":

~~If the Board has determined that the impairment which caused a Firefighter to be terminated from active duty with the fire department was not from the performance of that Firefighter's duties as a Firefighter, and (2) the Firefighter was an active paid firefighter at the time of termination of service with the fire department, the Firefighter's initial disability retirement benefit will be a standard monthly benefit equal to the benefit calculated in Section 2.02. The Firefighter's actual years of service will be used.-~~

- ~~b. Disability Retirement Benefit Payments. During the first two (2) years a Firefighter is receiving a disability retirement benefit under this Section 4.03, the Firefighter will receive a standard monthly benefit equal to the benefit as calculated in Section 2.02.-~~

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

4.03 Review of Disability Retirement After First Two Years:

- a. Obtaining Information for Review. The Board shall review each disability retirement after the first two years that the benefit has been paid and annually thereafter. At least sixty (60) days prior to the review, the Board shall send to the Firefighter receiving the benefit written notice that the Firefighter must furnish to the Board a true and correct copy of the Firefighter's most recent Federal income tax return, that the return must be received prior to the review, and failure to furnish a copy of the return will result in the benefit being discontinued. Likewise, the Board will furnish to a doctor designated by the Board a copy of the

Section 6 Death Benefits

- 6.01 Conditions and Amounts of Benefits payable to Surviving Spouse. A Surviving Spouse is defined in Section 1.11. The Firefighter's Surviving Spouse will receive a benefit subject to the conditions and in the amounts described below:~~The Firefighter's Surviving Spouse will receive an immediate monthly benefit for as long as such Surviving Spouse is alive subject to the conditions and in the amounts described below:~~
- a. If a Firefighter's death occurred while he was in active employment covered under the Fund the Surviving Spouse shall receive an immediate monthly benefit. This benefit will be equal to two-thirds (2/3) of the service retirement benefit the Firefighter would have received if he had retired on the day of his death as calculated in Section 2.02.
 - a. ~~If a Firefighter's death occurred while he was in active employment covered under the Fund, the sum of (A) a standard death benefit equal to 34.67% of his Highest 60-Month Average Salary; plus (B) two-thirds (2/3) of any additional service benefit the Firefighter had earned as of the date of his death.~~
 - b. If the Firefighter's death occurred following his service retirement, the Surviving Spouse shall receive an immediate monthly benefit. This benefit will be equal to two-thirds (2/3) of the service retirement benefit the Firefighter was receiving at the date of death.
 - b. ~~If the Firefighter's death occurred following his service retirement, a standard death benefit equal to two-thirds (2/3) of the service retirement benefit the Firefighter was receiving at the date of death.~~
 - c. If the Firefighter's death occurred following the Firefighter's disability retirement the Surviving Spouse shall receive an immediate monthly benefit This benefit will be equal to two-thirds (2/3) of the disability retirement benefit the Firefighter was receiving at the date of death.
 - c. ~~If the Firefighter's death occurred following his disability retirement, a standard benefit equal to two-thirds (2/3) of the disability retirement benefit the Firefighter was receiving at the date of death.~~
 - d. If the Firefighter's death occurred following his Termination of Service and the Firefighter was a vested Member as defined in Section 5 the Surviving Spouse will receive a benefit starting on the day the Vested Member would have received his vested benefits. This benefit will be equal to two-thirds (2/3) of the member's vested termination benefit as defined in Section 5.
 - d. ~~If the Firefighter's death occurred following his Termination of Service after July 1, 1999, and the Firefighter was eligible for or receiving a vested termination benefit under Section 5 on the date of his death, a standard benefit equal to two-thirds (2/3) of the vested termination benefit defined in Section 5.~~
 - e. The benefits payable to a Surviving Spouse shall be payable for as long as the Surviving Spouse lives and does not remarry. The benefits shall terminate upon remarriage of the Surviving Spouse.
 - e. ~~The benefits payable to a Surviving Spouse shall be payable for as long as the Surviving Spouse lives and does not remarry. The benefits shall terminate upon remarriage of the Surviving Spouse. Upon remarriage, an amount equal to the excess, if any, of the Firefighter's contributions over the amount of payments made on behalf of the Firefighter will be paid to the Surviving Spouse in a lump sum payment.~~
 - f. Each Surviving Spouse claiming death benefits must certify by February 1 of each year,

in a form and manner acceptable to the Board, that said spouse has not remarried since the death of the Firefighter and is not married as of the time of said declaration. The failure to provide such certification as set out herein shall be grounds for discontinuance of benefits.

- g. The death benefits payable to a Surviving Spouse are not a vested accrued benefit and may be amended.

6.02 Conditions and Amounts of Benefits Payable to a Child. ~~÷ An eligible child may receive a benefit under the conditions and amounts described below:~~

~~a. An eligible child of an active Firefighter, service retired Firefighter or a disabled retired Firefighter will receive a benefit starting on the day of death of the Firefighter. An eligible child of a vested Firefighter will receive a benefit starting on the day the vested Firefighter's benefit would have started. A death benefit will be paid to each eligible child upon the death of an active Firefighter, service retired Firefighter, disability retired Firefighter, or a Firefighter entitled to a vested deferred monthly benefit, under the conditions and amounts described below:~~

~~b. If a Surviving Spouse is also receiving a benefit, each Eligible Child will receive a monthly benefit of ten percent (10%) of the service retirement benefit the Firefighter would have received if he had retired on the day of his death as calculated in Section 2.02~~

~~a-c. If no Surviving Spouse is receiving a benefit, each Eligible Child will receive a monthly benefit of fifteen percent (15%) of the service retirement benefit the Firefighter would have received if he had retired on the day of his death as calculated in Section 2.02~~

~~i. if a Surviving Spouse is also receiving a benefit, each eligible child will receive a monthly benefit of 6.93% of the Firefighter's Highest 60-Month Average Salary until age 18;~~

~~ii. if no Surviving Spouse is receiving a benefit, each eligible child will receive a monthly benefit of 13.86% of the Firefighter's Highest 60-Month Average Salary until age 18.~~

~~d. The benefits defined in Section 6.02 are payable until the child reaches the age of 18. The benefits defined in Section 6.02 are payable from age 18 to age 25 as long as the child remains a full-time student between these ages.~~

~~e. If the child becomes totally disabled as a result of a physical or mental illness, injury or retardation, the benefits defined in Section 6.02 are payable after age 17 and for as long as the child remains totally disabled. The Board of Trustees, in its sole discretion, shall determine if the Child is Disabled.~~

~~b. The benefits defined in Section 6.02.a are payable from age 18 to age 25 as long as the child remains a full-time student between these ages. If the child becomes totally disabled as a result of a physical or mental illness, injury or retardation, the benefits defined in Section 6.02.a are payable after age 17 and for as long as the child remains totally disabled. The Board of Trustees, in its sole discretion, shall make the determination of disability as it relates to a child. For purposes of this section, an eligible child shall be defined as a child who is unmarried and is a dependent of the Firefighter. A child is either the Firefighter's natural-born child or legally adopted child. In order for a natural-born child to be eligible to receive a death benefit under this section, the child's date of birth must be no later than ten (10) months following the first to occur of the date the Firefighter retires, dies or Terminates Service with a vested benefit. In order for an adopted child to be eligible~~

~~to receive a death benefit under this section, the child must have been adopted prior to the first to occur of the date the Firefighter retires or dies or Terminates Service with a vested benefit.~~

e.f. The death benefits payable to a child are not a vested accrued benefit and may be amended.

6.03 ~~When the Death Benefits described in Section 6 above ceases If the Firefighter should die with no Surviving Spouse or eligible child,~~ a lump sum amount equal to the excess, if any, of the Firefighter's contributions (without interest) over the amount of payments made on behalf of the Firefighter will be paid to the Firefighter's Estate. No other death benefits will be payable.

6.04 The sum of all monthly benefits being paid or payable at any point in time shall not exceed:

- a. for a service or disabled retired Firefighter, the amount of service or disability retirement benefit the Firefighter was receiving;
- b. for a Firefighter who was not retired but was eligible for service retirement at his time of death, the service retirement benefit the Firefighter would have received had the Firefighter retired on the date of death; and
- c. for an active Firefighter who ~~was not retired and~~ was not eligible for service retirement at his time of death, the ~~servicedisability~~ retirement benefit the Firefighter would have received had the Firefighter ~~retiredbecome disabled~~ on the date of death.

If the sum of all benefits payable on behalf of the Firefighter's Surviving Spouse and children would otherwise exceed the limits set forth above, then the benefit attributable to the Surviving Spouse and each child shall be reduced by the same percentage so that the sum of the reduced benefits equals the applicable limit. If the benefit for the Surviving Spouse or one or more of the children should subsequently be terminated then the benefits for the remaining beneficiaries shall be recalculated to provide the full benefits specified in this plan or a larger pro-rata share of those benefits if the sum of the benefits still exceeds the above-mentioned limit.

6.05 Payment of monthly benefits will begin on the 15th day of the calendar month following the Firefighter's death. ~~A full monthly death benefit will be payable on the 15th day of the month following the death of a Firefighter, the death or remarriage of the Surviving Spouse, or the death or termination of eligibility of a child.~~