

SETTLEMENT AGREEMENT

This Settlement Agreement is made this 9th day of September, 1992, by and between the City of Grand Junction and its City Council (collectively, the "City") and the Grand Junction Fire Department Money Purchase Pension Plan, and the Trustees/Board Members thereof (collectively, the "1986 Fire Plan").

RECITALS

A. The City and the 1986 Fire Plan are parties to that certain civil litigation in the District Court in and for Mesa County, Colorado (the "Court"), case number 91 CV 316, entitled Benoit et al. v. City of Grand Junction, et al. (the "Litigation").

B. The City and the 1986 Fire Plan desire to resolve all issues which constitute the basis of the Litigation, on the terms and conditions set forth herein.

C. The City and the 1986 Fire Plan acknowledge that the City and the Board of Trustees of the Grand Junction Police Department Money Purchase Pension Plan may be proceeding to trial in the Litigation in the future. The City and the 1986 Fire Plan intend that this Settlement Agreement shall be binding (assuming satisfaction of the conditions set forth in paragraph 4 below) irrespective of the outcome of the trial. Irrespective of the outcome of the trial, the 1986 Fire Plan agrees to submit this Settlement Agreement to the plan participants for a vote and

the City agrees to submit an ordinance to the City Council for its consideration.

D. In April of 1992, the City adopted Ordinance No. 2566E which, the City asserts, adopted a plan which replaced the 1986 Fire Plan. This plan is referred to hereafter as the 1992 Plan.

WHEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Settlement Funds. Within ten (10) days from and after the effective date of the ordinance and the amended and restated Grand Junction Fire Department Money Purchase Pension Plan in accordance with the terms and conditions of this Agreement, the City shall deposit into the trust account identified in Section 2 hereof, in cash, certified check or otherwise immediately available funds, the sum of (a) Fifty-Six Thousand Five Hundred Thirty Four and 13/100 Dollars (\$56,534.13), which amount equals one-half of the principal amount received by the City from the State of Colorado Fire and Police Pension Association on or about March 6, 1990, plus (b) interest thereon from and after March 7, 1990 at the rate of the higher of eight percent (8%) per annum compounded annually, or the City's internal rate of return on investments for the same period. The full amount of such principal and interest calculated in accordance with this Section 1 is referred to herein as the "Settlement Funds."

2. Payment of Settlement Funds. The Settlement Funds shall be paid to Central Bank Grand Junction (the "Trustee"), which shall hold and distribute the Settlement Funds in accordance with the terms and conditions of that certain Trust Agreement attached hereto as Exhibit "1". At the time of, and in conjunction with, the payment of the Settlement Funds in accordance with this Section 2, the City shall provide the 1986 Fire Plan with an accounting of the calculation of the interest accrued as of the date of such payment, including, but not limited to, the applicable interest rates and the periods to which any and all such interest rates were applicable.

3. Plan Restatement and Amendment. The 1992 Fire Plan reads in its entirety in the form of Exhibit "2" to this Agreement, but the following additional amendments shall also be incorporated into Exhibit "2" and to the extent inconsistent with the 1992 Fire Plan, shall control:

(A) Section 1.3 of Exhibit "2" shall be amended to read as follows:

**1.3 Board of Retirement (or "Board").** The Board of Retirement appointed, in accordance with all applicable statutes or ordinances, to oversee the Plan's operations. The Board consists of seven individuals: the City Manager, the Finance Director, and the Personnel Manager and one other person designated by the City Manager (these four members may be referred to as "City Board members"; each such person may be represented by a designee), and three Participant members who are elected for three year terms by vote of the Participants in accordance with the provisions of Section 10.6 of this Plan (these three Board members may be referred to as "Employee Board members").

(B) Section 1.30 of Exhibit "2" shall be amended to read as follows:

**1.30 Trustee.** The Board of Retirement.

(C) Article I of Exhibit "2" shall be amended by the addition of two new sections to read as follows:

**1.33 Custodian.** An entity selected by the Board of Retirement in accordance with the procedures of Section 10.2 that has custody of all Plan assets, performs participant record keeping functions, executes the instructions of the Board or Investment Manager with respect to transactions with Plan assets, and performs such other duties, subject to the direction and control of the Board, as may be set forth in a written agreement between the Custodian and the Board.

**1.34 Investment Manager.** An entity selected by the Board of Retirement in accordance with the procedures of Section 10.3 that (a) has the power to manage, acquire, or dispose of Plan assets and (b) acknowledges fiduciary responsibility to the Plan in writing. Such entity must be a person, firm, or corporation registered as an investment adviser under the Investment Advisers Act of 1940, a bank, or an insurance company.

(D) Section 1.6 of Exhibit "2" shall be amended to read as follows:

**1.6 Compensation.** The total base pay including Participant contributions to this Plan which are "picked up" by the Employer, contributions to voluntary deferred compensation plan(s), any amounts voluntarily contributed to an I.R.C. Section 125 "Cafeteria Plan," and pay for authorized leave taken in the normal course of employment. Compensation shall not include overtime pay, uniform allowances, accumulated leave pay, and other forms of extra pay.

(E) Section 3.1 of Exhibit "2" shall be amended to read as follows:

**3.1 Employer Contributions.**

(a) On behalf of each Participant, the Employer will contribute to the Participant's Account not less than the amount required by State law, presently 8% of the Participant's Compensation. Effective January 1, 1992, on behalf of each Participant, the Employer will contribute to the Participant's Account 10.65% of the Participant's Compensation. The Employer, by duly enacted ordinance, may prospectively reduce the percentage contribution to not less than eight percent (8%) so long as the Employer makes an equal reduction in the Employer contribution for classified City of Grand Junction employees. A reduction in the percentage contribution made in accordance with the

preceding sentence shall not be subject to subsection (d) of this Section 3.1 or to Section 13.1 of this Plan.

(b) Notwithstanding the foregoing, the Employer's contribution for any Plan Year shall not exceed the maximum amount allowable under the provisions of Code Section 415 and Article IX of this Plan.

(c) The Employer shall make a contribution to the Trust each pay period, based upon the Compensation paid to all Participants for each such pay period. Each contribution shall be delivered or mailed to the Trustee or Custodian on the same day that paychecks are released to Participants.

(d) Any change in the rate of the Employer's contribution rate is a Plan amendment subject to the requirements of Section 13.1 of this Plan, except as otherwise provided herein (see Section 3.1 (a)).

(F) Section 4.1 of Exhibit "2" shall be amended by the addition of the following sentence at the end of the section:

Mandatory Employee Pre-Tax Contributions shall be made by payroll deduction. The Employer shall deliver or mail Mandatory Employee Pre-Tax Contributions to the Trustee or Custodian on the same day that paychecks are released to Participants.

(G) Section 4.2 of Exhibit "2" is amended to read:

4.2 [INTENTIONALLY LEFT BLANK]

(H) Section 8.7 of Exhibit "2" shall be amended to read as follows:

8.7 Reallocation of Forfeitures. Forfeitures shall be applied, first to defray administrative expenses of the Plan and, second, to reduce Employer Contributions, and shall be reallocated as of the last day of the Plan Year following the Plan Year in which the forfeiture occurs.

(I) Section 9.2, paragraph (a), of Exhibit "2" shall be amended to read as follows:

(a) One-half of the excess amount will be returned to the Participant as a return of employee contributions, to the extent that the return would reduce the excess amounts in the Participant's account.

(J) Section 10.1 of Exhibit "2" shall be amended by the addition of a sentence at the end of the section, to read as follows:

Employer shall provide indemnification or insurance for breach of fiduciary duty or errors and omissions insurance for all Board members on the same terms and conditions as Employer does for other City boards and commissions.

(K) Section 10.2 of Exhibit "2" shall be amended to read as follows:

**10.2 Plan Administrator.**

(a) **Powers and Duties of Board.** The Board shall administer the Plan and shall have all powers necessary for that purpose, including, but not by way of limitation, power to interpret the Plan, to communicate with Employees regarding their participation and benefits under the Plan, to administer claims procedures, to determine the eligibility, status and rights of all persons under the Plan, to determine eligibility for and terms of Plan loans to Participants, and in general to decide any dispute over benefit amounts. The Board shall have full discretionary authority to determine eligibility for benefits and to construe the terms of the Plan. The Board shall select the Custodian and shall direct the Custodian concerning all distributions from the Fund, all in accordance with the provisions of the Plan. The Board shall file any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency, establish a statement of investment policies consistent with the purposes of the Plan and shall maintain all Plan records. The Board shall be agent of the Plan for service of all process.

(b) **Meetings.** The Board shall meet whenever required for the orderly and timely administration of the business of the Plan at such location as may be acceptable to the Board. The Chairman, Secretary or any two board members may call meetings of the Board. Any meeting shall be called upon at least 10 days' written notice, which notice shall specify the date, time and place of such meeting, and may specify the purpose and any action proposed to be taken. If a quorum is not present at any duly called meeting, those Board members present may adjourn such meeting until a date, time and place not sooner than five days later. A written notice stating the date, time and place of any meeting or adjourned meeting shall be sent to all Board members. Whenever any notice is required to be given to any Board member, a waiver of notice in writing, signed at any time, whether before or after the time of meeting by the Board members entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Board member at a meeting shall constitute a waiver of notice of such meeting, except where a Board member attending a meeting objects to the

transaction of any business because the meeting is not lawfully called or convened.

(c) **Quorum.** A quorum for the transaction of business at a duly called meeting shall consist of five members, with the further limitation that any such quorum shall consist of not less than three City members and two Employee Board members.

(d) **Voting.** All actions by and decisions of the Board shall be by the vote of at least five (5) members attending a duly called meeting of the Board. Each Board member shall have one vote.

(e) **Organization and Operation of Board.** At the commencement of each year, the Board members shall select from among them a Chair and a Secretary who shall each serve for a period of one year. One office shall be filled by a City Board member and one office shall be filled by an Employee Board member. The offices of Chair and Secretary shall be rotated annually between City Board member and Employee Board member. The Secretary shall be responsible for maintaining an accurate record of all actions of the Board, including minutes from all Board meetings. A copy of such minutes shall be retained as a record of the Plan and one copy thereof shall be distributed to each Board member. Documents requiring execution by the Board shall be signed by the Chair and attested by the Secretary. The Board may adopt rules and regulations necessary for the orderly election of employee members of the Board and for the proper and efficient administration of the Plan, provided such rules and regulations are not inconsistent with the terms of the Plan or the provisions of applicable law.

(L) Sections 10.3 and 10.4 of Exhibit "2" shall be amended to read as follows:

**10.3 Fund Administration.** The Board's duties and powers in relation to the administration of the Fund shall include:

(a) selecting one or more Investment Managers as provided in Section 11.2; and

(b) selecting a Custodian to receive contributions to the Fund, hold income and assets of the Fund, make payments from the Fund as directed by the Board, keep accurate records reflecting the administration of the Fund and making such records available to the Employer and the Board for review and audit. Within 90 days after each Plan Year the Custodian shall provide to the Employer and the Board an accounting of its administration of the Fund during such year or from the end of the preceding Plan Year to the date of removal or resignation. Such accounting

shall include a statement of cash receipts and disbursements since the date of its last accounting and shall contain an asset list showing the fair market value of investments held in the Fund as of the end of the Plan Year. The value of marketable investments shall be determined using the most recent price quoted on a national securities exchange or over-the-counter market. The value of the nonmarketable investments shall be determined in the sole judgment of the Custodian. The Employer and the Board shall review the Custodian's accounting and notify the Custodian in the event of its disapproval of the report within 90 days, providing the Custodian with a written description of the items in question.

**10.4 Administrative Fees and Expenses.** All reasonable costs, charges and expenses incurred by the Board in connection with the administration of the fund and the Plan (including fees for legal services rendered to the Board) shall be paid from the fund. Such reasonable compensation to the Custodian as may be agreed upon from time to time between the Board and the Custodian, and such reasonable compensation to any Investment Manager as may be agreed upon from time to time between the Board and any Investment Manager, shall be paid by the Fund. No person who receives full-time pay from the Employer shall receive compensation from the Trust Fund, other than reimbursement for expenses properly and actually incurred.

(M) Article 10 of Exhibit "2" shall be amended by the addition of two new sections to read as follows:

**10.6 Election of Employee Board Members.** The three Participants who are to be elected to the Board by the Participants shall be elected in accordance with this Section 10.6. The members of the Board elected by the Participants shall be elected at a meeting of the Participants called for that purpose. At the first election, one (1) Participant shall be elected to serve a term of one (1) year, one (1) Participant shall be elected to serve a term of two (2) years, and one (1) member shall be elected to serve a term of three (3) years. Thereafter employee members of the Board shall be elected to serve terms of three (3) years. Each term shall commence on the first day of a Plan Year and shall end on the last day of a Plan Year. If otherwise qualified, employee members of the Board may be reelected to the Board without limitation on the number of terms they may serve.

**10.7 Restrictions on Investments.** Notwithstanding any other provision of this Plan, all Plan assets shall be invested in compliance with Section 31-30-1012(5), as amended, of the Colorado Revised Statutes. The Plan shall not engage in any transaction which involves the direct or indirect:



(1) sale or exchange or leasing of any property between the Plan and the Employer;

(2) lending of money or other extension of credit between the Plan and the Employer;

(3) transfer to, or use by or for the benefit of the Employer, of any assets or income of the Plan.

(N) Section 11.5 of Exhibit "2" shall be amended to read as follows:

**11.5 Custodial Agreement.** The Board shall enter into a Custodial Agreement with the Custodian, to provide for the holding and administration of the funds of the Plan.

(O) Sections 12.1, 12.2 and 12.3 of Article XII are amended so that they shall read as follows:

**12.1 Application.** A Plan Participant may make application to the Plan Administrator requesting a loan from the Fund. The Plan Administrator shall have the sole right to approve or disapprove a Participant's application provided that loans shall be subject to the rules described in this Article XII and shall be made available only according to subsection 12.1(a), in the case of a Participant who has completed at least two years of Service as a Participant, or according to subsection 12.1(b), due to the occurrence of an "unforeseeable emergency" of the Participant.

(a) A Participant who has completed a Period of Service of 24 months may only borrow up to 20% of the fair market value of the Participant's vested account balance derived from Employer Contributions, Mandatory Employee Pre-Tax Contributions and Rollover Contributions.

(b) A Participant who demonstrates an "unforeseeable emergency" may borrow an amount reasonably needed to satisfy such "unforeseeable emergency." An "unforeseeable emergency" is a severe financial hardship to the Participant resulting from a sudden unexpected illness or accident of the Participant or of the Participant's dependent (as defined in Code Section 152(a)), loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Participant's control. An "unforeseeable emergency" does not exist to the extent that such hardship is or may be relieved:

(i) through reimbursement or compensation by insurance or otherwise, or

(ii) by liquidation of the participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship.

Examples of what are not considered to be unforeseeable emergencies include the need to send a Participant's child to college or the desire to purchase a home.

**12.2 Maximum Amount.** No loan granted hereunder shall exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) an amount which, when added to the outstanding balance of any other Plan loans to the Participant, equals twenty percent (20%) of the fair market value of the Participant's vested account balance derived from Employer Contributions, Mandatory Employee Pre-Tax Contributions, Voluntary Contributions, Transfer Contributions and Rollover Contributions. In the case of a loan pursuant to subsection 12.1 (b) to satisfy an unforeseen emergency, the limitations set forth in the preceding sentence shall apply, but "fifty percent (50%)" shall be substituted for "twenty percent (20%)" in clause (b). An assignment or pledge of any portion of the Participant's interest in the Plan will be treated as a loan under this Article XII.

**12.3 Application Forms.** All applications must be made on forms provided by the Plan Administrator and must be signed by the Participant.

(P) Article 13 of Exhibit "2" shall be amended by adding the words "or custodian" following each occurrence of the word "trustee."

(Q) Section 13.1 of Exhibit "2" shall be amended by deleting the requirement that amendments must be approved by at least sixty-five percent of all former employees who have vested account balances in the Plan at the time of the amendment.

(R) Section 13.2 of Exhibit "2" shall be amended to read as follows:

**13.2 Termination.**

(a) The Employer, by ordinance of its City Council, shall have the right to terminate the Plan, provided that the Employer may not terminate this Plan unless another defined contribution money purchase or defined benefit pension plan qualified under the applicable provisions of the Internal Revenue Code of 1986 as amended and meeting any requirements of C.R.S. 31-30-1001 et seq. is established for the benefit of the participants.

(b) This Plan may only be terminated if at least sixty-five percent (65%) of the Participants agree to

terminate the Plan and at the same time approve the establishment of another defined contribution money purchase or defined benefit pension plan.

(c) Upon any full or partial termination, all amounts credited to the affected Participants' Accounts shall become 100% Vested and shall not thereafter be subject to forfeiture, and all unallocated amounts shall be allocated to the accounts of all Participants in accordance with the provisions hereof.

(d) In the event of termination, the Plan Administrator shall direct the Trustee or Custodian with respect to the distribution of accounts to or for the exclusive benefit of Participants or their beneficiaries.

(S) Section 13.4 of Exhibit "2" shall be amended by the addition of a new sentence at the end of the section, as follows:

Any merger, consolidation or transfer of plan assets or liabilities must be approved by at least sixty-five percent (65%) of the Participants in the Plan.

(T) Article XIV is deleted in its entirety.

(U) At the end of Exhibit "2" there shall be provided signature lines for the Mayor of the City of Grand Junction and the City Clerk. In addition, upon formation of the Board of Retirement, each member of the Board of Retirement shall accept the plan by executing one or more originals of the plan document.

(V) Upon the incorporation of the foregoing provisions in the 1992 Fire Plan, counsel for the City and counsel for the 1986 Fire Plan may mutually agree to make such further changes to the form or format of the 1992 Fire Plan as may be required to make the remaining provisions of the 1992 Plan consistent with the amendments called for by this Agreement, provided that such changes shall not affect the substantive meaning or application of the 1992 Plan or the foregoing provisions unless they are agreed to in writing by the parties to this Settlement Agreement.

(W) Section 11.2 is amended to read as follows: **11.2 Management of Fund.** The management, including the acquisition and disposition of property comprising the Fund shall be as follows:

(a) The Board shall have exclusive responsibility, discretion and authority with respect to management of the Fund except as to those portions of the Fund regarding which the Board has appointed an Investment Manager according to 11.2 (b).

(b) The Board may appoint one or more Investment Managers to direct the investment of all or a portion of the Fund. As a condition to its appointment, an Investment Manager shall acknowledge in writing that it is a fiduciary with respect to the Plan. An Investment Manager shall not have authority to take custody of any property which is a part of the Fund. The Board shall furnish an Investment Manager with written investment guidelines for investment of the Investment Manager's Account and these guidelines may include directions with respect to diversification of the investments. An Investment Manager shall have the authority, by written direction to the Custodian, to direct the investment of that portion of the Fund with respect to which it has been appointed an Investment Manager. The Investment Manager must direct investments in a manner consistent with this Plan and applicable law.

4. Procedure for Amendment of Plan and Approval of Settlement.

(a) Participant approval. Upon execution of this Agreement, the 1986 Board shall submit this Agreement to the participants of the 1986 Fire Plan. If this Agreement, and the 1992 Fire Plan, as amended by this Agreement, are approved by a vote of at least 65% of the 1986 plan participants, the City Manager shall introduce, at the first available opportunity, for first reading an ordinance to adopt the form and substance of the items of the agreement, as applicable. If the Agreement or any part of the Agreement, including the amendment and restatement of the 1992 Fire Plan, are not approved by at least 65% of the Plan Participants, this Agreement shall be automatically null and void and of no further force or effect, without further act or action by any person or entity.

(b) City Council Approval. The ordinance described above shall be adopted without modification by the City Council at the first available opportunity. Upon the effective date of the ordinance, the 1992 Fire Plan as amended and restated by this Agreement shall govern. If the City Council does not pass the ordinance in accordance with the terms and conditions hereof, or passes it with any modification, revision or limitation of any kind, the 1986 Board shall submit such modifications, revision or limitation(s) to the participants for their approval. If 65% or more of the plan participants do not approve such modification, revision, or limitation, this Agreement shall be automatically null and void and of no further force or effect, without further act or action by any person or entity.

5. Settlement of Litigation. Upon the payment of the Settlement Funds in accordance with the terms and conditions hereof, and the consummation of the adoption of the amendments to the Plan pursuant hereto, the City and the 1986 Fire Plan agree to execute and file with the Court a Stipulation to Dismiss, incorporating the terms of this agreement, and any and all such other documents as shall be necessary or appropriate to effect a full dismissal of the Litigation as between the City and the 1986 Fire Board and 1986 Fire Plan, with prejudice to refiling.

6. Attorney's Fees Payment. Within fifteen (15) days after approval by the Court of the Stipulation to Dismiss, City shall reimburse the Board of the 1986 Fire Plan one half of the attorneys fees paid by the board, up to a limit of \$7500.00.

7. No Acknowledgement of Liability. The parties hereto understand and agree that the terms hereof constitute a compromise settlement of disputed claims to the money which was the subject of the Litigation. It is further agreed that this settlement is not to be considered by anyone or for any purpose to be an acknowledgment or admission of any liability of either the City or the 1986 Fire Plan to the other, or an acknowledgment by either that the other is, or was, entitled to receive any portion of the money which was the subject of the Litigation.

8. Miscellaneous.

(a) Attorneys' Fees and Costs. Except as provided in Section 6, each party to the Litigation and this Agreement shall be responsible for its own attorneys' fees and costs incurred in the course of the Litigation, the negotiation, drafting, execution and delivery of this Agreement and the processes related to the amendment and restatement of the 1986 Fire Plan.

(b) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears hereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

(c) Paragraph Headings. The paragraph headings in this Agreement are for convenience only. They form no part of this Agreement and shall not affect its interpretation.

(d) Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and

construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

(e) Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or holiday.

(f) Further Assurances. Each party hereto shall execute and deliver all other agreements, instruments and documents and take all other actions as any other party hereto may, from time to time, reasonably request in order to effectuate the transactions contemplated herein.

(g) Entire Agreement. This Agreement, including all exhibits hereto and all documents contemplated hereby, contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as expressly stated herein. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

(h) Authority to Execute Agreement. The individuals executing this Agreement on behalf of the City have been duly and expressly authorized and directed to execute this Plan on behalf of the City.

(i) Indemnification. The City covenants and agrees to indemnify, hold harmless and defend the 1986 Fire Plan and each of the trustees and the board of trustees, all jointly and severally, from and against any and all liability, claims, demands, actions, causes of action, damages, costs (including interest and attorneys' fees), debts, dues, fines, expenses or losses of any and every kind whatsoever, arising out of or relating in any way to the decision of the 1986 Fire Plan to settle the Litigation or the terms of this settlement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**CITY OF GRAND JUNCTION**

By:   
Mark K. Achen, City Manager

ATTEST:

Theresa A. Martinez  
Acting City Clerk

**BOARD OF TRUSTEES OF GRAND JUNCTION  
FIRE DEPARTMENT MONEY PURCHASE  
PENSION PLAN ("1986 Fire Plan")**

Charlie E. Chavarria  
Charles E. Chavarria

Michael A. Gazdak  
Michael A. Gazdak

Robert L. Kelley  
Robert L. Kelley

Roger G. Parks  
Roger G. Parks

Charles J. Mathis  
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s[fireagmt]