

Superstition Fire and Medical District

Board of Directors

March 16, 2016



Board Chairman Jeff Cross
Board Clerk Gene Gehrt
Board Director Todd House
Board Director Charlie Fox
Board Director Jason Moeller

Superstition Fire & Medical District Governing Board Meeting Agenda

PURSUANT TO A.R.S. §38.431.02

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Wednesday March 16, 2016**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

AGENDA:

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. Review and approval of the February 2016 financial reports and bank reconciliations. **(BOD #2016-03-01)**
2. Recognition of employee performance, achievements, and special recognition for community members. **(BOD #2016-03-02)**
3. Call to the Public.
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
4. Consideration and possible approval of all consent agenda items as listed below: **(BOD #2016-03-03)**
 - a) Board Meeting Minutes from February 17, 2016
 - b) Work Session Meeting Minutes from February 22, 2016
5. Discussion, presentation, and review of Fiscal Year 2016/2017 Budget development. **(BOD #2016-03-04)**
6. Discussion and possible action to approve a timeline for the adoption of the 2015 Edition of the International Fire Code with revisions and amendments. **(BOD #2016-03-05)**
7. Discussion and possible action to enter into a long term lease agreement with the Apache Junction Unified School District (AJUSD). **(BOD #2016-03-06)**
8. Proposed MOU discussion. **(BOD #2016-03-07)**
 - a) Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the District and/or pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorney for the District in order to consider its position and instruct its attorney regarding the District's position regarding contracts that are the subject of negotiations.
 - b) Review, discuss, and possible action regarding proposed MOU as discussed by Senior Leadership Team and the Board of Directors.
 - c) Note that Executive Sessions are confidential pursuant to ARS §38-431.03(C)
9. Senior Leadership Team Reports **(BOD #2016-03-08)**
 - a) Fire Chief
 - b) Emergency Services
 - c) Technical & Community Services
 - d) Administrative Services
 - e) Financial Services
10. Announcements **(BOD #2016-03-n/a)**
11. Adjourn **(BOD #2016-03-09)**



NOTICE: The governing board may go into executive session for the purpose of obtaining legal advice from the fire district's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the governing board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24 hours before the scheduled meeting date and time):

Posted on March 10, 2016

At: 1700 Hours

By: Jasmin Jones

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least twenty-four hours before the board meeting.



Governing Board Meeting – March 16, 2016

Agenda Item: 1

BOD#: 2016-03-01

Agenda Item Title:

Review and approval of the February 2016 financial reports and bank reconciliations.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

The district's accounting department staff prepares the monthly financial reports. The district's annual budget, which is adopted by the board each June for the following fiscal year (July 1 – June 30), is formatted to mirror the monthly financial statements. The financial reports provide the board with a monthly recap of expenditures and revenues, along with year-to-date account balance information.

In compliance with A.R.S. §48-807(O), the following reports have been added to the monthly financial statements packet:

1. Cash Flow – All Governmental Funds.

The Cash Flow report consists of the combined cash balances of all District Funds. These balances include the General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds. The Cash Flow report is updated monthly with the actual revenues deposited into and actual expenditures disbursed from the district's cash accounts. It is important to note the revenues and expenditures are reported on a Cash Basis. This report is generated to demonstrate that the fire district maintains sufficient cash available to satisfy the projected expenditures budgeted over the course of the fiscal year.

2. Fund Account Bank Reconciliations.

The reconciliation of each of the district's Fund Cash Accounts (General (100), Transport Services (150), Capital Projects (200), Bond Proceeds (300), Special Revenue (400), Debt Principal (500), and Debt Interest (600) Funds) between the Pinal County Treasurer's monthly bank statement and the District's Fund balance sheet report is provided. To signify board approval of the monthly financial statements and bank reconciliations, the Board Chairman is requested to sign the attached Letter of Acceptance which will be kept on file at the district.

Financial Impact(s)/Budget Line Item:

N/A

Enclosure(s):

Letter of Acceptance of the Fire District's Financial Statements and Bank Reconciliations.

*Financials provided under separate cover

Recommended Motion:

"Motion to approve the February 2016 financial reports and bank reconciliations."



Go To Item 2

Go to Agenda

Superstition Fire & Medical District
Governing Board Acceptance of Fire District's
Financial Statements and Bank Reconciliations

Pursuant to A.R.S. §48-807, by the signature(s) below, the Governing Board of the Superstition Fire & Medical District attests to the review and approval of the following financial report(s) of the fire district for the month of **February 2016**:

1. Financial Statement
2. Bank Reconciliations
 - a. General (100) Fund
 - b. Transport Services (150) Fund
 - c. Capital Projects (200) Fund
 - d. Bond Proceeds (300) Fund
 - e. Special Projects (400) Fund
 - f. Debt Principle (500) Fund
 - g. Debt Interest (600) Fund

Jeff Cross, Board Chairman

Date



Governing Board Meeting – March 16, 2016

Agenda Item: 2

BOD#: 2016-03-02

Agenda Item Title:

Recognition of employee performance, achievements, and special recognition for community members.

Submitted By:

Fire Chief Paul Bourgeois

Background/Discussion:

This is a recurring monthly item to provide the board with information concerning superior employee performance, achievements, and special recognition for community members.

March Services Awards: *(presented for 5, 10, 15, 20, and 25 year anniversaries):*

10 Years of Service
Fleet & Facilities Support Specialist Barb Duffel

March Service Anniversaries:

4 Years of Service
Firefighter / Paramedic Matthew Dold
Firefighter Daniel Elliott
Firefighter Wayne Emerson
Firefighter / Paramedic Lance Frawley
Firefighter Brian Garten
Firefighter Bryan Heun
Firefighter / Paramedic Ryan Ledbetter
Firefighter / Paramedic Matthew Perez
Firefighter / Paramedic Ryan Philips
Firefighter / Paramedic Adam Rodriguez

New Employees

EMS Coordinator Eileen Blackstone
Human Resources Generalist Sherry Mueller



Go to Item 3

Go to Agenda

Governing Board Meeting – March 16, 2016

Agenda Item: 3

BOD#: 2016-03-n/a

Agenda Item Title:

Call to the Public

A.R.S. §38-431.01(H):

A public body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the public body.

At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda.

However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Background / Discussion:

Call to the Public is provided so citizens may address the public body (Governing Board) with matters concerning the fire district. Arizona public meeting law provides that the public body may discuss, consider, or decide only matters listed on the agenda and other matters related thereto. Since the public body will generally not know what specific matters may be raised at call to the public, they will be unable to act until the matter is placed on a subsequent meeting agenda (at the board's discretion). The board may also direct staff to follow up on the issue with the citizen.

Scheduled:

None



Go to Item 4

Go to Agenda

Governing Board Meeting – March 16, 2016

Agenda Item: 4

BOD#: 2016-03-03

Agenda Item Title:

Consideration and possible approval of all consent agenda items as listed below:

- a) Board Meeting Minutes from February 17, 2016 – **Appendix A**
- b) Board Work Session Meeting Minutes from February 22, 2016. – **Appendix B**

Background/Discussion:

The consent agenda allows the Board of Directors (BOD) to consider contracts, purchases, and other routine administrative matters having authorized funding within the current fiscal year budget as a single decision. Items may be withdrawn from the consent agenda and discussed separately upon request by any member of the BOD or staff. Information for each consent agenda item and corresponding supporting document is within the packet.

Recommended Motion:

“Motion to approve the consent agenda items for March 16, 2016.”



Go to Item 5

Go to Appendices

Go to Agenda

Governing Board Meeting – March 16, 2016

Agenda Item: 5

BOD#: 2016-03-04

Agenda Item Title:

Discussion, presentation, and review of Fiscal Year 2016/2017 Budget development.

Submitted By:

Fire Chief Paul Bourgeois

Finance Director Roger Wood

Background/Discussion:

A high level presentation of the major new and on-going initiatives will be provided by each Assistant Chief in support of the District's FY 2016/2017 suppression, ground transport, and community medicine operations.

Financial Impact:

N/A

Enclosure(s):

Copy of presentation will be provided to the Board at the Board Meeting.

Recommended Motion:

"N/A"



Go to Item 6

Go to Agenda

Governing Board Meeting – March 16, 2016

Agenda Item: 6

BOD#: 2016-03-05

Agenda Item Title:

Discussion and possible action to approve a timeline for the adoption of the 2015 Edition of the International Fire Code with revisions and amendments.

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Mike Farber / Assistant Chief Dave Montgomery

Background/Discussion:

This item comes before the governing board for discussion and possible approval of a timeline to adopt the 2015 edition of the International Fire Code (IFC) with local revisions and amendments as proposed. By state statute, SFMD is required to adopt an internationally recognized model fire code for the purpose of regulating and governing the safeguarding of life or property in the occupancy of buildings and premises in the Superstition Fire & Medical District; providing for the issuance of permits and collection of fees; therefore repealing Resolution #2007-01 of the Apache Junction Fire District, and all other ordinances in conflict therewith.

Historically, the fire district has strived to match or exceed the version, or edition of the fire code as adopted by the City of Apache Junction or Pinal County, in which most, if not all, of our code enforcement efforts occur according to IGA's with those government entities. Currently, the City of Apache Junction has adopted the 2006 edition of the IFC, and is working towards adopting the 2015 edition by July 1, 2016. Pinal County is currently utilizing the 2012 edition of the IFC.

The Fire Prevention Bureau has completed a comprehensive review of the 2015 International Fire Code (IFC) and is submitting for consideration by the Fire Board the adoption of the IFC - 2015 edition with amendments. It has always been the primary objective of our organization to maintain the highest possible standards of fire and life safety for the citizens we serve. In an effort to provide clear and consistent review of new construction documents and interpret ongoing code related issues with the most comprehensive options, it is important that SFMD regularly review and adopt the most recent edition of the IFC. By adopting this updated code with amendments, we will continue the legacy of providing a modern, up-to-date model fire code that addresses all hazards to life and property using both prescriptive and performance-based design provisions.

Improved or new technology has resulted in changes to the fire code. These changes are reflected in this edition of the IFC as new or revised sections. By utilizing the 2015 IFC, we will encourage a greater degree of consistency in the application of fire and life safety provisions across our jurisdiction. As buildings in our communities tend to get larger, with more occupants and a greater amount of combustible contents, more of these buildings will be required to be equipped with fire protection and life safety systems that specifically address the safety of firefighters and other emergency responders during emergencies.

Staff Recommendation:

Approval of the Timeline to adopt the 2015 IFC with revisions and amendments as noted.



Go to Item 7

Go to Agenda

Financial Impact:

Adoption of the 2015 IFC will result in a negligible effect financially.

Enclosure(s):

Timeline

Revisions

Sample Ordinance

Recommended Motion:

“Motion approve the proposed timeline for the adoption of the 2015 Edition of the International Fire Code with revisions and amendments as stated.”



Go to Item 7

Go to Agenda

CODE ADOPTION TIMELINE

(Revised 03-09-2016)

- | | |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 9, 2016 | All adoption documents to Fire Marshal for review and inclusion in board packet. |
| March 16, 2016 | Recommendation to Fire Board for consideration of timeline to adopt the 2015 IFC. |
| March 17, 2016 | Based on Board direction, and pursuant to ARS 48-805, sub-section B, paragraph 6, begin the 30 day publishing and public posting of code adoption, and legal review of ordinance prior to the scheduled public hearing in April. |
| April 18, 2016 | Complete 30 day publishing and public posting requirements and complete legal review. |
| April 20, 2016 | Public hearing in conjunction with the regularly scheduled fire board meeting. |
| May 1, 2016 | Implementation and enforcement of the 2015 IFC begins. |

Recommended revisions and amendments to the international fire code, 2015 edition;

Revisions:

Section 101.1 Insert “Superstition Fire & Medical District”

Section 109.4 Insert “Class 2 Misdemeanor”; “750.⁰⁰ Dollars”; “120 Days”

Section 111.4 Insert “100.⁰⁰ Dollars” and “600.⁰⁰ Dollars”

Section 503.4 Shall be amended as follows: “Fire apparatus access roads on public or private property shall not be obstructed in any manner, including the parking, stopping or standing of any vehicle other than an authorized emergency vehicle. A vehicle parked illegally in a fire access roadway or signed fire lane may be cited or removed and impounded under the provisions of the Arizona Revised Statutes or by personnel of the local law enforcement department or by the bureau of fire prevention or by the Chief of the Fire District. The minimum widths and clearances established in section 503.2 shall be maintained at all times”.

Section 505.1 Shall be amended to add the following: “Numbers on a commercial occupancy shall be a minimum of 12 inches (304.8 mm) high with a minimum stroke width of 2 inches (50.8 mm)”.

Section 507.3 Insert “Fire flow requirements for buildings or portions of buildings and facilities shall be determined by Appendix B”.

Chapter 80 Add this phrase to the introduction paragraph: “All referenced standards herein adopted by ordinance shall be referenced based upon the most recent edition available in print or other media applications”.

Additions:

Add this as the entire new Chapter 89:

CHAPTER 89 -- EXCAVATIONS AND CONFINED SPACES

SECTION 8901.1 -- GENERAL

This chapter shall apply to any man-made cut, trench, or depression in an earth surface formed by earth removal, and procedures to protect employees from the hazards of entry into confined spaces.

SECTION 8901.2 -- DEFINITIONS

For the purpose of this chapter the following terms shall apply:

CONFINED SPACE means a space that;

1. Is large enough and so configured that an employee can bodily enter and perform assigned work tasks; and,

2. Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and,
3. Is not designed for continuous employee occupancy.

EXCAVATION means any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

TRENCH means a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4672 mm). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4572 mm) or less (measured at the bottom), then the excavation is also considered to be a trench.

COMPETENT PERSON means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SECTION 8901.3 -- EXCAVATIONS AND TRENCHES

Excavations and trenches shall be in accordance with the Code of Federal Regulations (CFR) Title 29, Part 1926.660-.652, Subpart P

SECTION 8901.4 -- CONFINED SPACES

Confined spaces shall be in accordance with CFR Title 29, Part 1910, Section 146.

SECTION 8901.5 -- UNSAFE CONDITIONS

When in the opinion of the Fire Chief or his authorized representative, an unsafe condition exists, excavation and confined space operations shall cease AND ALL PERSONS REMOVED until such time as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

SECTION 8901.6 -- COMPETENT PERSON

A competent person shall be on site at all times of excavation and/or confined space operations in accordance with CFR Title 29, Part 1926.651 (k), Subpart P. This person shall be trained and certified to the latest OSHA required standards, and shall maintain on their person, or in their immediate possession all certification and/or licenses required

SAMPLE ADOPTION ORDINANCE

An ordinance of the Superstition Fire & Medical District adopting the *2015 Edition of the International Fire Code*, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Superstition Fire & Medical District; providing for the issuance of permits and collection of fees therefore; repealing resolution #2007-01 of the Apache Junction Fire District and all other ordinances and parts of the ordinances in conflict therewith.

The Board of Directors of the *Superstition Fire & Medical District* does ordain as follows:

Section 1. ADOPTION OF THE INTERNATIONAL FIRE CODE

That a certain document, three (3) copies of which are on file in the office of the Custodian of Records for the Superstition Fire & Medical District, being marked and designated as the *International Fire Code, 2015 edition*, including Appendix Chapters B, C, D, E, F, G, H, I, J, K & L (see *International Fire Code* Section 101.2.1, 2015 edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of the Superstition Fire & Medical District, in the State of Arizona regulating and governing the safeguarding life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Superstition Fire & Medical District are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. ESTABLISHMENT AND DUTIES OF THE BUREAU OF FIRE PREVENTION

2.1 - The International Fire Code, 2015 edition, as adopted and amended shall be enforced by the bureau of fire prevention of the Superstition Fire & Medical District which is hereby established and which shall be operated under the supervision of the Chief of the Fire District.

2.2 - The Fire Marshal in charge of the bureau of fire prevention shall be appointed by the Chief of the Fire District. The Fire Marshal's qualifications shall be determined on the basis of examination or relevant experience.

2.3 - The Chief of the Fire District shall be responsible for the employment of technical inspectors, who, when such authorization is made, shall be selected through an examination or based on relevant experience to determine their fitness for the position. Appointments made shall be for an indefinite term with removal only for cause.

Section 3. DEFINITIONS

3.1 - Wherever the word "**jurisdiction**" is used in the International Fire Code, it is the Superstition Fire & Medical District.

3.2 - Where the party responsible for enforcement of the International Fire Code is given the title of "**Fire Marshal**" or "**Fire Code Official**", add the following definitions: **FIRE MARSHAL** is the chief of the bureau of fire prevention; **FIRE CODE OFFICIAL** is the Fire Chief or Fire Marshal or another duly authorized representative charged with the administration and enforcement of the code.

3.3 - Add the phrase "**READILY ACCESSIBLE**", which shall be defined as "Access that is capable of being reached safely and quickly for operation, repair or inspection without requiring those to whom ready access is requisite to climb over or remove obstacles, or resort to the use of portable access equipment."

Section 4. AMENDMENTS TO THE INTERNATIONAL FIRE CODE, 2015 EDITION

Revisions:

Section 101.1 Insert "*Superstition Fire & Medical District*"

Section 109.4 Insert "*Class 2 Misdemeanor*"; "*750.⁰⁰ Dollars*"; "*120 Days*"

Section 111.4 Insert "*100.⁰⁰ Dollars*" and "*600.⁰⁰ Dollars*"

Revisions: (Continued)

Section 503.4 Shall be amended as follows: “Fire apparatus access roads on public or private property shall not be obstructed in any manner, including the parking, stopping or standing of any vehicle other than an authorized emergency vehicle. A vehicle parked illegally in a fire access roadway or signed fire lane may be cited or removed and impounded under the provisions of the Arizona Revised Statutes or by personnel of the local law enforcement department or by the bureau of fire prevention or by the Chief of the Fire District. The minimum widths and clearances established in section 503.2 shall be maintained at all times”.

Section 505.1 Shall be amended to add the following: “Numbers on a Commercial Occupancy shall be a minimum of 12 inches (304.8 mm) high with a minimum stroke width of 2 inches (50.8 mm)”.

Section 508.3 Insert “Fire flow requirements for buildings or portions of buildings and facilities shall be determined by Appendix B”.

Chapter 80 Add this phrase to the introduction paragraph: “All referenced standards herein adopted by ordinance shall be referenced based upon the most recent edition available in print or other media applications”.

Additions:

Add this as the entire new Chapter 89:

CHAPTER 89 -- EXCAVATIONS AND CONFINED SPACES

SECTION 8901.1 -- GENERAL

This chapter shall apply to any man-made cut, trench, or depression in an earth surface formed by earth removal, and procedures to protect employees from the hazards of entry into confined spaces.

SECTION 8901.2 -- DEFINITIONS

For the purpose of this chapter the following terms shall apply:

CONFINED SPACE means a space that;

1. Is large enough and so configured that an employee can bodily enter and perform assigned work tasks; and,
2. Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and,
3. Is not designed for continuous employee occupancy.

EXCAVATION means any man-made cut, cavity, trench, or depression in an earth surface formed by earth removal.

TRENCH means a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4672 mm). If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet (4572 mm) or less (measured at the bottom), then the excavation is also considered to be a trench.

COMPETENT PERSON means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SECTION 8901.3 -- EXCAVATIONS AND TRENCHES

Excavations and trenches shall be in accordance with the Code of Federal Regulations (CFR) Title 29, Part 1926.660-.652, Subpart P

SECTION 8901.4 -- CONFINED SPACES

Confined spaces shall be in accordance with CFR Title 29, Part 1910, Section 146.

SECTION 8901.5 -- UNSAFE CONDITIONS

When in the opinion of the Fire Chief or his authorized representative, an unsafe condition exists, excavation and confined space operations shall cease AND ALL PERSONS REMOVED until such time as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

Additions: (Continued)

SECTION 8901.5 -- UNSAFE CONDITIONS

When in the opinion of the Fire Chief or his authorized representative, an unsafe condition exists, excavation and confined space operations shall cease AND ALL PERSONS REMOVED until such time as adequate means have been taken to provide for the safety of persons working in or around the excavation or confined space.

SECTION 8901.6 -- COMPETENT PERSON

A competent person shall be on site at all times of excavation and/or confined space operations in accordance with CFR Title 29, Part 1926.651 (k), Subpart P. This person shall be trained and certified to the latest OSHA required standards, and shall maintain on their person, or in their immediate possession all certification and/or licenses required

Section 5. ESTABLISHMENT OF GEOGRAPHIC STORAGE LIMITS

That the geographic storage limits referred to in certain sections of the International Fire Code, 2015 edition, are hereby established as follows:

Section 5704.2.9.6.1 The limits referred to in this section of the International Fire Code, 2015 edition, in which the storage of flammable or combustible liquids (Class I and Class II Liquids) in stationary tanks outside of buildings is prohibited shall be determined by the Fire Code Official.

Section 5706.2.4.4 The limits referred to in this section of the International Fire Code, 2015 edition, in which the storage of flammable or combustible liquids (Class I and Class II Liquids) in stationary tanks is prohibited shall be determined by the Fire Code Official.

Section 6104.2 The limits referred to in this section of the International Fire Code, 2015 edition, in which the storage of liquefied petroleum gas (LPG) is prohibited shall be determined by the Fire Code Official.

Section 6. REPEAL OF CONFLICTING ORDINANCES

That Resolution 2007-01 of the Apache Junction Fire District adopting the 2006 International Fire Code with amendments and all other resolutions, ordinances or parts of same in conflict of, or inconsistent with the provisions of this Ordinance or of the International Fire Code, 2015 edition as adopted herein are hereby repealed.

Section 7. CONFLICTS

If any part of this Ordinance, including the International Fire Code, 2015 edition, and other material adopted herein by reference, conflicts with any other part of this Ordinance, with any other ordinance, or statute, or with any part of any code or other material adopted therein by reference, then the most restrictive provision will govern and shall be deemed to supersede conflicting provisions.

Section 8. APPEALS

Whenever the Fire Code Official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, and after all provisions of the local city or county boards of appeal have been exhausted, the applicant may appeal the decision of the Fire Code Official to the Board of Directors of the Superstition Fire & Medical District within 30 days of the date of written notice which shall be required by the appellant. The Board of Directors of the Superstition Fire & Medical District will review the appeal and will render a decision within 30 days of the receipt of said appeal.

Section 9. VALIDITY

The Board of Directors of the Superstition Fire & Medical District does hereby declare that should any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance, and that the Board of Directors of the Superstition Fire & Medical District would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 10. ALTERNATE MATERIALS AND METHODS

The Fire Code Official is authorized to approve alternate materials and methods provided that the proposed design, use or operation satisfactorily complies with the intent of the code and that the method of work performed or operation is, for the purpose intended, at least equivalent to that prescribed in the code in quality, strength, effectiveness, fire resistance, durability and safety. Approvals under the authority herein contained shall be subject to the approval of the building official whenever the alternate material or method involves matters regulated by the locally adopted Building Code.

Section 11. EXISTING ACTIONS AND JUDGEMENTS

That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 6 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 12. PENALTIES

12.1 CRIMINAL PENALTIES

Any person who violates any of the provisions of the International Fire Code, 2015 edition, as adopted and amended herein or fails to comply therewith, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the Board of Directors of the Superstition Fire & Medical District or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of no more than Seven Hundred and Fifty Dollars (\$750.00) or by imprisonment for not more than One Hundred Twenty (120) days or by both such fine and imprisonment. The imposition for any one violation shall not excuse the violation or permit it to continue; and all such persons or enterprises shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that prohibited conditions are maintained shall constitute a separate offense.

12.2 CIVIL PENALTIES

Any person, whether as principal, owner, agent, lessee, tenant, employee or otherwise who violates any of the provisions of the International Fire Code, 2015 edition, as adopted and amended herein shall be subject to a civil penalty as an alternate method of enforcing this ordinance pursuant to the Arizona Revised Statutes. No person shall be subject to criminal penalty for a violation enforced under the Civil Penalty provision of this section.

The Board of Directors of the Superstition Fire & Medical District may establish a schedule of penalties for violations of the International Fire Code, 2015 edition, as amended and adopted by the Superstition Fire & Medical District. These penalties shall not exceed the amount of Seven Hundred and Fifty Dollars (\$750.00) for an individual or Ten Thousand Dollars (\$10,000.00) for an enterprise. Enterprise shall be defined pursuant to Arizona Revised Statutes.

The Board of Directors of the Superstition Fire & Medical District may contract an individual to act as an administrative hearing officer for such violations or may contract with another governmental agency empowered to employ administrative hearing officers.

Any person, firm, association or corporation aggrieved by the decision of the administrative hearing officer may appeal the decision to the established Fire District Board of Appeals. All such appeals shall be in accordance with the rules of procedure for the applicable governmental agency and its own adopted procedures.

12.2 CIVIL PENALTIES (Continued)

Any person alleged to be subject to a civil penalty for a violation of the International Fire Code, 2015 edition, as amended and adopted by the Superstition Fire & Medical District shall be entitled to an administrative hearing on their liability in the same as provided for violations of the locally adopted Building Code Ordinances as adopted by the City of Apache Junction or the Pinal County Board of Supervisors. The Board of Directors of the Superstition Fire & Medical District may adopt written rules of procedure for hearings on and reviews of civil penalties.

Section 13. REMEDIES

An alleged violator who is served with a notice of violation subject to a civil penalty shall not be subject to a criminal prosecution for the same factual situation. However, all other remedies provided for herein shall be cumulative and not exclusive. The conviction and punishment of any person hereunder shall not relieve such person from the responsibility to correct prohibited conditions or to remove prohibited buildings, structures or improvements nor prevent the enforcement, correction or removal thereof.

In addition to the other remedies provided in this section, the Fire District, County Attorney, Legal counsel retained by the Fire District or any adjacent or neighboring property owner who shall be especially damaged by the violation of any provision of the ordinance, may institute, in addition to the other remedies provided by law. Injunction, mandamus, abatement or any other appropriate action, proceeding or proceedings to prevent or abate or remove such unlawful erection, construction, reconstruction, alteration, maintenance or use.

Section 14. FINES

For a first violation, the penalty shall be set by the hearing officer, of not less than One Hundred Dollars (\$100.00) nor more than Three Hundred Dollars (\$300.00) for an individual. For an enterprise, the penalty shall not be less than One Hundred Dollars (\$100.00) nor more than Six Hundred Dollars (\$600.00)

For a second or subsequent violation, the penalty shall be set by the hearing officer, of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00) for an individual. For an enterprise, the penalty shall not be less than Two Hundred Dollars (\$200.00) nor more than One Thousand Dollars (\$1000.00).

Section 15. EFFECTIVE DATE

This ordinance shall take effect and be in full force from and after its approval as required by law.

Approved by the Board of Directors and adopted this _____ day of _____, 2016.

Jeff Cross, Chairperson

Todd House, Director

Gene Gehrt, Clerk of the Board

Charlie Fox, Director

Jason Moeller, Director

Governing Board Meeting – March 16, 2016

Agenda Item: 7

BOD#: 2016-03-06

Agenda Item Title:

Discussion and possible action to enter into a long term lease agreement with the Apache Junction Unified School District (AJUSD).

Submitted By:

Fire Chief Paul Bourgeois

Assistant Chief Mike Farber / Division Chief Rick Ochs

Background/Discussion:

On August 1, 2013, SFMD entered into a lease for the space at the Thunder Mountain Middle School (TMMS) with the Apache Junction Unified School District (AJUSD) to be used as the SFMD Regional Training Center (RTC). The original lease had a two-year term that expired August 31, 2015. The District subsequently signed a two month extension that expired at the end of October 2015 that allowed SFMD and the AJUSD to continue to work on a proposed Lease-Purchase Agreement. Since that time, SFMD and AJUSD have continued to work on a Lease-Purchase Agreement to acquire the property under a verbal agreement for the lease, but no decision has been reached. It is still the intent to enter into a Lease-Purchase Agreement to acquire the property from AJUSD, and SFMD will continue to work diligently in that direction.

However, SFMD would like to enter into a Lease until the Lease-Purchase Agreement is complete.

Financial Impact/Budget Line Item:

Monthly Lease Payment of \$1,500 a month plus 80% of the utilities.

Staff Recommendation:

Staff recommends to approve the lease agreement with AJUSD as stated.

Enclosure(s):

Lease

Recommended Motion:

“Motion approve the lease between the SFMD and the AJUSD for Thunder Mountain Middle School as stated.”



Go to Item 8

Go to Agenda

**LEASE AGREEMENT
BY AND BETWEEN
APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43
AND
SUPERSTITION FIRE / MEDICAL DISTRICT**

This Lease is dated as of January __, 2016, by and between Apache Junction Unified School District No. 43 ("Landlord" or "AJUSD"), and Superstition Fire & Medical District ("Tenant" or "SFMD").

Recitals

- A. Landlord is the tenant under a certain United States Department of the Interior/Bureau of Land Management Recreation Or Public Purposes Lease Serial No. A-17612 dated as of August 15, 1983 and renewed as of 2008 and 2013 ("BLM Lease") for the real property of approximately 92.5 acres (more specifically described on the attached Exhibit A) and including that certain parcel of approximately 22 acres, together with improvements and fixtures, commonly known as Thunder Mountain Middle School located at 3700 E. 16th Avenue, Apache Junction Arizona 85119 (the "Thunder Mountain Middle School Property");
- B. Landlord has extended and paid the BLM Lease to 2018;
- C. Landlord and Tenant desire to enter into a lease for the portion of the Thunder Mountain Middle School Property described as including Building A, Building B, Building E, Building F, Building G, and Building T, and further including the parking areas, fenced areas and ball fields as illustrated on the attached Exhibit B (the "TMMS Property");
- D. The parties acknowledge that for purposes of this Lease, the TMMS Property specifically excludes Building C and Building D which are utilized for storage by the AJUSD and not available for use by SFMD
- E. Landlord and Tenant entered into a Lease Agreement dated as of _____;
- F. Landlord and Tenant desire to terminate the shared-use of the TMMS Property to provide Tenant with the sole use and occupancy of the TMMS Property on the terms and conditions as set forth in this Lease;
- G. Landlord has determined it is in its best interests and desires to lease the TMMS Property to Tenant for Tenant's use as a training facility and any other purpose related to Tenant's administrative or public safety purposes upon the terms and conditions set forth in this Lease; and
- H. Tenant has determined it is in its best interest and desires to lease the TMMS Property for use as a training facility and any other administrative or public safety purposes upon the terms and conditions set forth in this Lease.

For valuable consideration including the mutual promises contained in this Lease, the parties agree as follows:

- 1. Recitals. The Recitals set forth above are incorporated into the terms and conditions of this Lease.

2. Leased Premises. Landlord hereby leases to Tenant, for Tenant's exclusive occupancy and use, the TMMS Property upon the terms and conditions in this Lease.
3. Term. The following terms will dictate:
 - a. The term of the Lease shall commence as of April 1, 2016 and continue through December 31, 2026 unless sooner terminated pursuant to the terms of this Lease, or until such time that a Purchase Agreement is reached between AJUSD and SFMD.
 - b. If an option to terminate the Lease is exercised by either party, a written notice to terminate the agreement shall be provided at least 365 days in advance.
 - c. The option to terminate the Lease shall only be exercised if the AJUSD chooses to re-occupy the school for its original purpose of educating district students, or the AJUSD identifies a qualified buyer who wishes to purchase the structure, at which time the SFMD will have right of first refusal for such purchase.
 - d. The option to terminate the Lease shall only be exercised if SFMD determines the TMMS Property is no longer suitable for use by TMMS or SFMD fails to appropriate sufficient funds as necessary or reasonably required under this Lease.
4. Lease Payments.
 - a. Tenant shall pay to Landlord an annual Lease payment in the amount of \$1,500.00 payable in full on or before April 1 of each calendar year. Any partial years shall be pro-rated based on a 365 day annual period.
 - b. Lease payments shall be made to the Landlord at 1575 West Southern Avenue Suite 1, Apache Junction, AZ 85120-7456, which address may be changed from time to time in writing by the Landlord.
 - c. The annual Lease payment shall be net to Landlord.
5. Additional Rent.
 - a. Unless otherwise provided in this Lease, Tenant shall pay all utility costs and regular maintenance expenses necessary or reasonably required for Tenant to operate and maintain the TMMS Property which may arise or become due during the term of this Lease ("Additional Rent").
 - b. Additional Rent as used in this Lease means water, sewer, gas, power, phone, cable, Internet, and other utilities, trash removal, landscaping, parking lot and sidewalk maintenance and repair, building maintenance and repair including HVAC, plumbing, electrical systems, and sprinkler systems.
 - c. Tenant shall make all payments for Additional Rent directly to the provider or vendor.
6. Additional Consideration. As additional consideration and material inducement for Tenant to enter this Lease, Landlord:
 - a. Irrevocably grants Tenant the right of first refusal to purchase Landlord's interest in the TMMS property.
 - i. In the event Landlord receives a bona fide offer from a third party for the purchase of all or a part of Landlord's interest in the BLM Lease, including but not limited to the TMMS Property, Landlord shall give Tenant written

notice of all material terms and conditions of the offer and Landlord's notice shall constitute an offer to sell Landlord's interest on the same of substantially similar material terms to Tenant.

- ii. Commencing as of the date Landlord provides Tenant written notice of a bona fide offer, Tenant shall have a period not less than 90 days to agree to acquire Landlord's interest on the same or substantially similar material terms as contained in the notice.
 - iii. In establishing the same or substantially material terms for Tenant to acquire Landlord's interest in the all or part of Landlord's BLM Lease as set forth in the bona fide offer, Landlord shall give Tenant credit for an amount up to the total amount expended by Tenant in improvements to the TMMS Property from the date Tenant first took possession through the date of the notice.
 - iv. In determining the total amount expended by Tenant in improvements to the TMMS Property from the date Tenant first took possession through the date of notice, Tenant shall be given credit for amounts expended for: renovations, repairs, deferred maintenance, capital improvements, and compliance with applicable codes.
 - v. Tenant's right of first refusal shall be for a duration equal to the longer of:
 - 1. the duration of the BLM Lease as may be renewed and/or transferred from time to time; or
 - 2. until Tenant's written termination of its right of first refusal.
 - vi. Tenant's right of first refusal shall survive termination of this Lease.
- b. Represents and warrants that:
- i. Landlord is not in default under the BLM Lease;
 - ii. The BLM Lease has a remaining unexpired term through June, 2018;
 - iii. Landlord has authority to transfer and does transfer to Tenant, contemporaneous with this Lease, all of Landlord's rights and obligations under the BLM Lease;
 - iv. Landlord either has obtained approvals from BLM or promptly will take all steps necessary and reasonably required to obtain approvals from BLM to transfer its interest in that portion of the BLM Lease related to the TMMS Property to Tenant; and,
 - v. Landlord has adopted Resolution # _____ at a duly noticed public meeting, a copy of which is attached as Exhibit C.

7. Tenant's Representation and Warranty. Tenant represents and warrants that is has adopted SFMD Resolution # _____ at a duly noticed public meeting, a copy of which is attached as Exhibit D.

8. Use. Tenant will use the TMMS Property only for uses consistent with a training facility and any other purpose related to Tenant's administrative, training, or public safety purposes.

- a. Tenant may also extend use of the premises with other public safety organizations and educational institutions for the purpose of training or education which are also consistent with the Tenant's public safety mission.

- b. Tenant is responsible for its compliance with all lawful statutes, codes, ordinances and conditions applicable to its use, maintenance, occupancy, operation the Leased Premises within its control.
9. Insurance. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Shared-Use Lease Premises and property located on the premises.
- a. Tenant shall maintain liability insurance on the Leased Premises with personal injury/death limits of at least \$1,000,000.00 per occurrence and at least \$2,000,000 aggregate together with a limit of at least \$2,000,000.00 for damage to property.
 - b. Tenant shall deliver appropriate certificates of insurance to Landlord in a form and from an issuer acceptable to Landlord.
 - c. Landlord shall receive thirty (30) days advance written notice from the insurer prior to termination of such insurance policies.
 - d. Tenant shall maintain and carry comprehensive liability insurance for owned, non-owned or leased vehicles with a combined single limit per accident for property damage and bodily injury of not less than \$1,000,000.00 per occurrence and at least \$2,000,000 aggregate.
 - e. Tenant shall require its contractors who construct any Improvements to carry insurance equivalent to that required in Sub-paragraph A above. Tenant shall ensure that Tenant or its contractor shall maintain a Builder's All-Risk Policy during the course of any construction of Improvements in an amount equal to the full amount of the cost of such Improvements and if applicable name Landlord as an additional insured thereunder.
 - f. Tenant shall also provide Landlord with evidence of statutorily required worker's compensation insurance for all employees working at, in or upon the Shared-Use Lease Premises.
10. Termination.
- a. Upon any termination of the Lease, other than by exercise of the Option to Purchase, Tenant shall remove its goods and effects and peaceably yield up the TMMS Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.
 - b. At the end of the Lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.
 - c. Tenant may terminate this Lease upon 365 days written notice if, in Tenant's sole discretion, the Leased Premises no longer satisfy Tenant's requirements for a training facility.
 - d. In the event the AJUSD Governing Board votes that Thunder Mountain Middle School shall be reopened as a school AJUSD may terminate this Lease upon at least a 365 day advance written notice to SFMD without penalty or limitation to AJUSD.

11. Destruction or Co ndemnation of Premises. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$2,000,000.00, Landlord shall repair the Premises and a just proportion of the Lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$2,000,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

12. Default.

- a. Tenant shall be in default of this Lease if Tenant fails to fulfill any Lease obligation or term by which Tenant is bound.
 - i. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 90 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults.
 - ii. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".
 - iii. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.
- b. Landlord shall be in default of this Lease if Landlord fails to fulfill any Lease obligation or term by which Landlord is bound.
 - i. Subject to any governing provisions of law to the contrary, if Landlord fails to cure any obligation within 15 days after written notice of such default is provided by to Landlord by Tenant, Tenant, in its sole discretion has the option to terminate the Lease without further notice (to the extent permitted by law), and without prejudicing Tenant's rights to damages. In the alternative, Tenant shall have all rights to enforce the Lease by Specific Performance or to recover damages from Landlord. Because of the uncertainty in evaluating the amount of Tenant's potential damages in the event of a default by Landlord, the parties agree that the amount of Tenant's damages shall be liquidated in an amount equal to the total amount expended by Tenant in improvements to the TMMS Property from the date Tenant first took possession through the date of recovery of damages from Landlord. Landlord shall pay all costs, damages, and expenses (including

reasonable attorney fees and expenses) suffered by Tenant by reason of Landlord's defaults.

- ii. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

13. Late payments. For each payment that is not paid within 10 days after its due date, Tenant shall pay a late fee equal to 5 % of the required payment.
14. Holdover. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord Lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.
15. Cumulative rights. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.
16. Remodeling or structural improvements. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld.
17. Access by landlord to premises. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants provided Landlord does not interfere with Tenant's use.
18. Indemnity regarding use of premises. To the fullest extent permitted by law, the parties mutually agree to indemnify, hold harmless, and defend the other and its officers, agents and employees from and against any and all losses, claims, liabilities, damage, cost and expenses, including but not limited to reasonable attorney fees and/or litigation expenses arising out of or resulting from indemnifying party's negligent or intentional acts or omissions. The parties' obligation to indemnify shall survive termination of this Lease.
19. Compliance with regulations. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

20. Relationship. The relationship created by this Agreement is that of Landlord and Tenant and no other, it being understood that the Tenant is not a partner, joint venture, associate, agent, contractor, principal or servant of the Landlord. Insofar as Tenant's rights and remedies are concerned, there are no third-party beneficiaries who are intended to be included under this Agreement, such that only the parties may enforce any rights and/or remedies arising from this Lease.
21. Interference with operations. If either party's operations materially and adversely affect the use of the Leased Premises, the affected party shall give prompt and reasonable notice specifying the corresponding objectionable practices and/or effect. If the matter is not resolved within 30 days of the written notice, the party giving notice may terminate the Lease with no further obligation beyond the termination date.
22. Mechanics liens. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.
23. Arbitration. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration. Parties agree to submit any dispute arising hereunder to a single arbitrator which shall be chosen by mutual consent; or, if agreement cannot be reached within thirty (30) days after demand to choose an arbitrator, by appointment by the Arbitration Desk of the Pinal County Superior Court. The decision of the arbitrator shall be binding and non-appealable and shall be fully enforceable as and/or may be reduced to a judgment in any court(s) of competent jurisdiction. Notwithstanding the foregoing, nothing in this paragraph shall preclude Landlord from filing and prosecuting to judgment any action seeking possession of the Leased Premises by means of an action sounding in forcible entry and/or detainer under applicable law, including a corresponding award of any unpaid amounts due and owing under this Agreement.
24. Assignability/subletting. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this Lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.
25. Notice. All notices, demands or elections of whatsoever sort which this Agreement requires or permits either Party to give to the other shall be in writing and shall be personally delivered by a commercial courier service or shall be delivered by registered or

certified mail, return receipt requested, postage prepaid and addressed to the respective Parties as follows:

Landlord

Attention: Superintendent
Apache Junction Unified School District No. 43
1575 W Southern Avenue Suite 1
Apache Junction, AZ 85120-7456

Tenant

Attention: Fire Chief
Superstition Fire / Medical District
565 N. Idaho Road
Apache Junction, Arizona 85119-4014

Either Party may designate to the other in writing given in accordance with this paragraph a different address for service of notice. Notice by registered or certified mail shall be deemed served and received upon the date of actual receipt by the recipient or three (3) days after mailing---whichever is sooner.

26. Governing law. This Lease shall be construed in accordance with the laws of the State of Arizona and venue shall be in Pinal County, Arizona.
27. Entire agreement/modifications. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
28. Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
29. Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
30. Binding effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

31. Cancellation. Either party may cancel this Lease in accordance with A.R.S. Sec. 38-511.

LANDLORD:

Apache Junction Unified School District No. 43

By: _____ Date: April 1, 2016

_____,
Secretary

TENANT:

Superstition Fire / Medical District

By: _____ Date: April 1, 2016

_____,
Chairperson

Exhibit A
Legal Description

Exhibit B
Illustration

Exhibit C
AJUSD Resolution

Exhibit A
SFMD Resolution

Governing Board Meeting – March 16, 2016

Agenda Item: 8

BOD#: 2016-03-07

Agenda Item Title:

Proposed MOU discussion as proposed by Senior Leadership Team and the Board of Directors.)

- a. Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the District and/or pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorney for the District in order to consider its position and instruct its attorney regarding the District's position regarding contracts that are the subject of negotiations.
- b. Review, discuss, and possible action regarding proposed MOU as presented by Senior Leadership Team and the Board of Directors.
- c. Note that Executive Sessions are confidential pursuant to ARS §38-431.03(C)

Recommended Motion:

"Motion to go into Executive Session at (TIME) pursuant to ARS §38-431.03(A)(3) for discussion or consultation for legal advice with the attorney for the District and/or pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the attorney for the District in order to consider its position and instruct its attorney regarding the District's position regarding contracts that are the subject of negotiations."



Go to Item 9

Go to Agenda

Governing Board Meeting – March 16, 2016

Agenda Item: 9

BOD#: 2016-03-08

Agenda Item Title:

Senior Leadership Team Reports

- a. Fire Chief
- b. Emergency Services
- c. Technical & Community Services
- d. Administrative Services
- e. Financial Services

Background / Discussion:

This item is for the fire chief and his staff to share information with the board of items occurring within, or related to, the fire district. Any item shared is for information only. Upon request of the board, any item shared during this agenda item may be moved to the agenda for future meetings. Board discussion, other than clarifying questions, cannot occur and no action, position, or direction may occur until the specific item is placed on the agenda.

- Statistical Reports for February 2016

Governing Board Meeting – March 16, 2016

Agenda Item: 10

BOD#: 2016-03-n/a

Agenda Item Title:

Announcements

Background / Discussion:

The BOD and/or staff may share information at this time.

Governing Board Meeting – March 16, 2016

Agenda Item: 11

BOD#: 2016-03-09

Agenda Item Title:

Adjournment

Recommended Motion:

“Motion to adjourn the board meeting.”



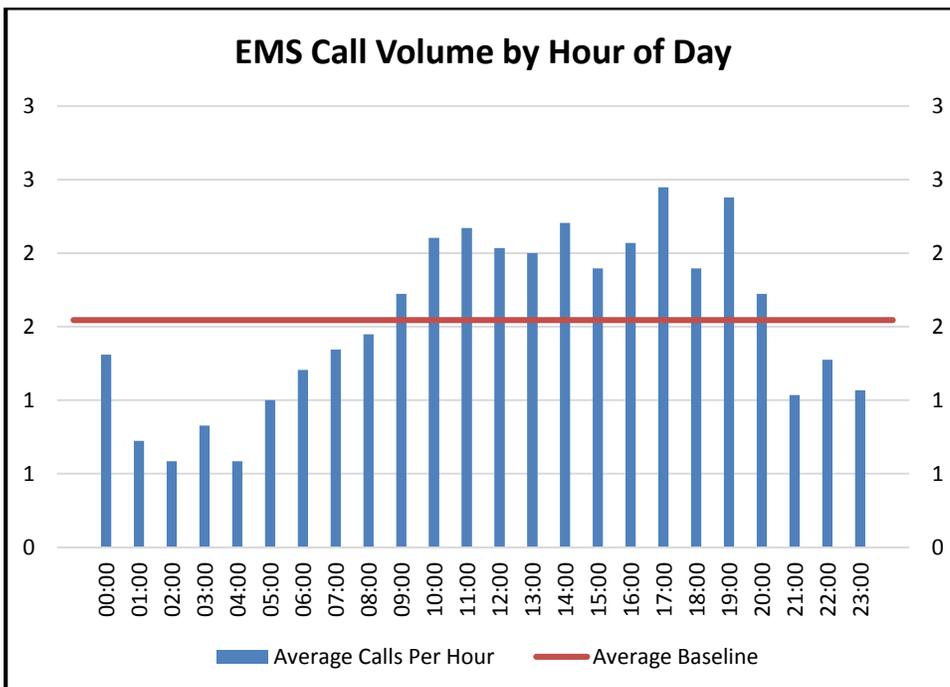
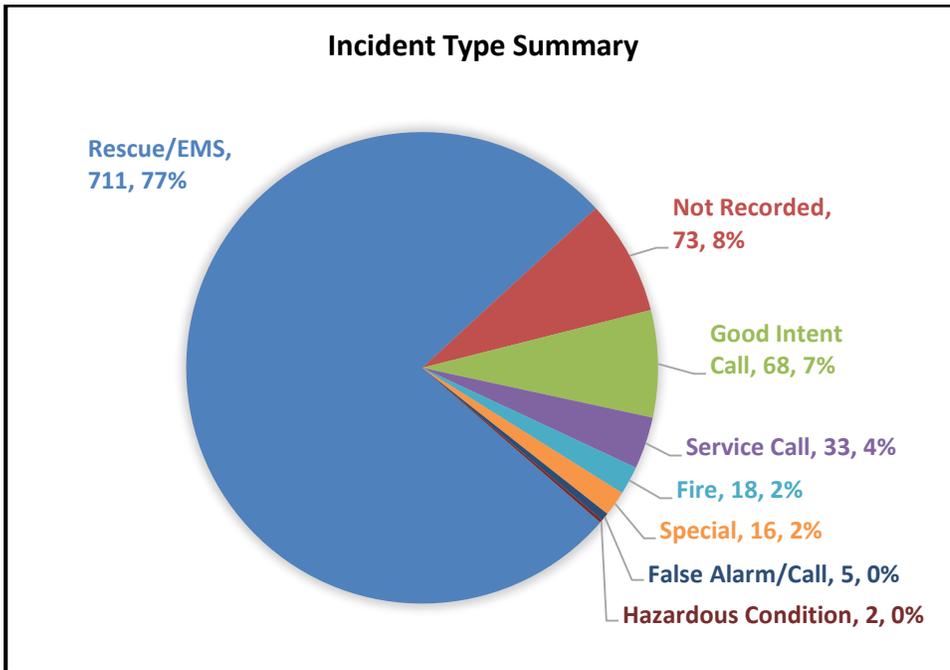
Go to Agenda

Go To Statistical Reports

Superstition Fire & Medical District February 2016 - Monthly Report

Average Travel Time				
	Metro	Urban	Suburban	Rural
Travel Time Goal	5:12	5:12	6:30	13:00
Average Travel Time by Population Density	5:04	5:55	5:09	6:55
Average Travel Time District Wide	5:30			

Dispatches by Unit		
Unit	Dispatches	Fiscal YTD
B261	15	157
E261	266	1973
E262	116	743
L263	316	2325
L264	98	682
E265	49	321
CM263	152	900
M261	91	175
M263	178	339
M264	115	193
TRV263	19	23
U262	0	12
BR262	2	41
BR263	0	13
BR265	0	17
RH264	0	22



Population Density Definitions

<p>Metropolitan</p> <p>An area with a population density of 3,000 or more people per square mile.</p> <p style="text-align: center;">15%</p>
<p>Urban</p> <p>An area with a population density of 2,000-2,999 people per square mile.</p> <p style="text-align: center;">8%</p>
<p>Suburban</p> <p>An area with a population density of 1,000-1,999 people per square mile.</p> <p style="text-align: center;">10%</p>
<p>Rural</p> <p>An area with a population density of 0-1,000 people per square mile.</p> <p style="text-align: center;">67%</p>

Superstition Fire & Medical District February 2016 - Operational Report

Community Services & Activities

Description	Feb 2016	Fiscal YTD
Blood Pressure Check Events	13	83
Car Seats Installed/Placed	3	44
CCR Demonstrations	5	40
CCR Demo Students	147	1550
Community Events/Festivals	3	46
Community PSAs Produced	0	2
CPR & 1st Aid Classes	0	6
CPR & 1st Aid Students	0	33
CPR & AED Classes	0	27
CPR & AED Students	0	116
Fire Investigations	2	7
Fire Station Tours	3	9
Home Safety Checks - NEW	0	4
Inspections - Business	15	87
Inspections - Specialty/Complaint	21	110
Juvenile Fire Setter Program	0	2
Neighborhood Canvass - Post-Drowning	0	1
Neighborhood Canvass - Post-Fire	0	1
Plan Reviews	17	122
Safety Classes - Fire & Water	1	15
School - Fire Drills	1	4
School - Pub Ed Classes	4	6
Smoke Alarms Placed	6	107

Injury Report

	Feb 2016	Fiscal YTD
Injuries	0	10
Exposures	1	2
Sharps	1	2



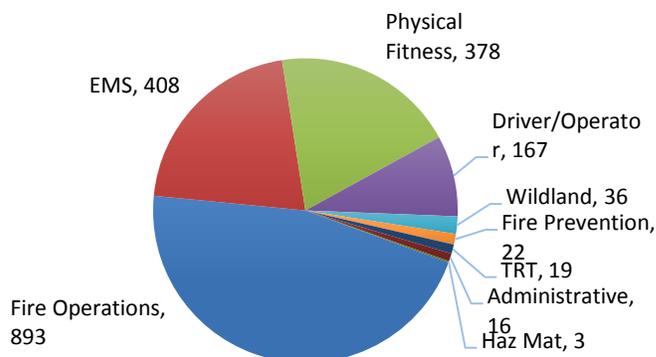
L264 C Shift at the Regional Training Center for downed aircraft fire training – Thank you to Boeing Fire Dept. for collaborating on this unique training opportunity.
(Pictured: Capt. Jon Williamson, FF Ryan Rodriguez, and FF Jackie Anderson)



Welcome Eileen Blackstone (above) and Sherry Mueller (below) to the SFMD family!



Training Hours Categories



Appendix A

a) Board Meeting Minutes from February 17, 2016

Submitted By:

Fire Chief Paul Bourgeois
Board Secretary Jasmin Jones

Background / Discussion:

The board meeting minutes of the previous meeting(s) are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of February 17, 2016 board meeting minutes.

Enclosure(s):

February 17, 2016 Board Meeting Minutes



Go to Appendix B

Go to Agenda



**Governing Board Meeting Minutes
 February 17, 2016**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON WEDNESDAY, FEBRUARY 17, 2016 THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S ADMINISTRATION OFFICE, 565 N. IDAHO ROAD, APACHE JUNCTION, ARIZONA. THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

- A. Chairman Cross called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Clerk Gehrt.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Todd House, Director Charlie Fox, and Director Jason Moeller as present.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Dave Montgomery, Assistant Chief Mike Farber, Assistant Chief Brett Broman, and Finance Director Roger Wood were present.

Executive Assistant acting as Board Secretary Jasmin Jones was present for the meeting. Legal Counsel Donna Aversa was absent from the meeting.

Item 1: *Review and approval of the January 2016 financial reports and bank reconciliations. (BOD #2016-02-01)*

Motion by Director House to approve the January 2016 financial reports and reconciliations. Seconded by Director Fox.

Vote 5 ayes, 0 nays. Motion passed.

Item 2: *Recognition of employee performance, achievements and special recognition for community members. (BOD #2016-02-02)*

Assistant Chief Brett Broman read the list of the following February Service Anniversaries

Fire Engineer John Christensen	27 Years
Fire Captain / Paramedic Rob Bessee	15 Years
Engineer / Paramedic Chuck Hanson	13 Years

Item 3: *Call to the Public. (BOD #2016-02-n/a)*
 None

Item 4: *Consideration and possible approval of all consent agenda items listed below: (BOD #2016-02-03)*

- a) *Board Meeting Minutes from January 20, 2016*
- b) *Possible adoption of annual contract for property and casualty insurance services.*
- c) *Possible adoption of a contract for a collection agency.*

Motion by Clerk Gehrt to approve consent agenda items for February 17, 2016. Seconded by Director House.

Vote 5 ayes, 0 nays. Motion passed.

Item 5: *Discussion of the FY 2016/2017 Tax Abstract for Pinal and Maricopa counties, and its impact on the development of the FY 2016/2017 Revenue Budget. (BOD #2016-02-04)*

Fire Chief Paul Bourgeois introduced the item to the Board of Directors, stating that the Net Assessed Valuation (NAV) only increasing 1.5% is concerning. He went on to explain that Prop 117 was not explained to taxpayers. The combined Pinal & Maricopa County Fire District Levy Limit Worksheet (Tax Abstract) showed the following:

1. Pinal County – For the fiscal year beginning July 1, 2016 the SFMD NAV for all District properties in Pinal County increased 1.5% (\$352,994,828 for FY 16/17 vs. \$347,927,678 for FY 15/16).
2. Maricopa County – For the fiscal year beginning July 1, 2016 the SFMD NAV for all District properties in Maricopa County increased 60.7% (\$384,348 for FY 16/17 vs. \$239,192 for FY 15/16). However, the NAV for FY 15/16 was understated due to an error at the Assessor's office that excluded virtually all Net Personal Property from the District's NAV.
3. At the current tax rate of \$3.19/\$100 of NAV, the tax levy for the District is \$11,272,796. District revenue items still unknown include the SRP contribution (taxes paid by SRP on their property and assets located within our district) and the Fire Insurance Premium Tax, estimated at \$375,000 and \$100,000, respectfully

There was brief discussion regarding Prop 117 and the work the Arizona Fire District Association (AFDA) is doing with the legislature for relief from the constraints of Prop 117.

Item 6: *Discussion and possible scheduling of a Board Work Session to discuss strategic planning of Thunder Mountain Middle School. (BOD #2016-02-05)*

Fire Chief Paul Bourgeois stated to the Board, that it is imperative to schedule a Work Session with the Board of Directors to discuss the future of district finances and the strategic planning of Thunder Mountain Middle School.

Motion by Chairman Cross to direct staff to prepare the agenda and necessary documents to hold a Board Work Session on Monday, February 22, 2016 at 5:30 pm, to be held at the Regional Training Center (RTC). Seconded by Clerk Gehrt.

Vote 5 ayes, 0 nays. Motion passed.

Item 7: *Senior Leadership Team Reports. (BOD# 2016-02-06)*

➤ **Fire Chief Report**

- Met with legislators again regarding the initiative to make learning Hands ONLY CPR a requirement for high school students.
- Presented to the AJUSD Governing Board regarding TMMS.
- Hosted classes on behalf of the Center for Public Safety Excellence (CPSE)
 - Exceeding Customer Expectations – 47 attendees
 - 25 SFMD Members
 - 12 Different agencies from across Arizona attended class

➤ **Emergency Services / Operations**

- Community Medicine Update
 - Nurse Practitioners will begin working 48/96 on 3/1/16
- Transport Services Update
 - Total Transports in January 2016 – 288 Transports
 - 2,065 total miles in 27 days in January

- Recruit Graduation – 3 new members
 - Trace Leggett
 - Trey Schow
 - Wes Fimbrez
- Blue Card Certification Training
- Lost Dutchman Marathon
- Renaissance Festival
- **Technical & Community Services**
 - Technical Services
 - The Barracuda Spam Filter was replaced by the manufacturer free of charge due to inconsistencies in releasing / holding emails
 - Printers deployed to all Medic Units
 - Accreditation – Annual Compliance Report was submitted
 - Deployed G2 App to providers
 - Community Services
 - SFMD Firefighter Fitness will be featured at the Parks N' Rec Fit Families Event – 2/20/16 at the Multi-Gen Facility beginning at 0930.
 - Annual Lost Dutchman Days Parade – 2/27/16 beginning at 0900. In keeping with tradition, SFMD will lead parade.
 - March 3rd – SFMD will host the Fire & Burn Educators Association meeting. Over 30 fire and life safety educators from the State of Arizona will attend.
 - Prevention Division has received Smoke Alarms and is putting together installation kits – will educate crews about the program.
 - Old West Market Place, which will include Fry's and satellite shops, will break ground soon.
- **Administrative Services**
 - New Hires
 - Eileen Blackstone, EMS Coordinator – Began 2/22/16
 - Sherry Mueller, HR Generalist – Will begin 2/29/16
 - Health & Wellness Committee is creating an SFMD Cookbook for Healthy Recipes
- **Financial Services**
 - Finance
 - Intermedix integration – Complete
 - Received Medicare approval letter
 - Leadership Academy May 23rd & May 24th – Save the Date
 - Accounting
 - Affordable Care Act reporting for calendar year 2015
 - Transport Services Separation – 150 Fund
 - Registering District with Arizona Department of Revenue for payroll tax withholding

Item 8: *Announcements (BOD# 2016-02-n/a)*

N/A

Item 9: *Adjourn (BOD# 2016-02-07)*

Motion by Director House at 6:15 p.m. to adjourn the meeting. Seconded by Chairman Cross.

Vote 5 ayes, 0 nays. Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones

Appendix B

b) Work Session Meeting Minutes from February 22, 2016

Submitted By:

Fire Chief Paul Bourgeois

Board Secretary Jasmin Jones

Background / Discussion:

The work session meeting minutes of the previous work session are provided for the BOD to approve. If the BOD would like to discuss the minutes, they may be removed from the consent agenda. After approval, minutes are signed by the Clerk of the Board and kept as the official public record.

Financial Impact/Budget Line Item:

N/A

Staff Recommendation:

Staff recommends approval of February 22, 2016 work session meeting minutes.

Enclosure(s):

February 22, 2016 Work Session Meeting Minutes





**Governing Board Work Session Minutes
February 22, 2016**

PURSUANT TO A.R.S. §38.431.02, NOTICE IS HEREBY GIVEN TO THE GENERAL PUBLIC THAT THE SUPERSTITION FIRE & MEDICAL DISTRICT GOVERNING BOARD OF DIRECTORS HELD A MEETING ON MONDAY, FEBRUARY 22, 2016 THE MEETING WAS HELD AT THE SUPERSTITION FIRE & MEDICAL DISTRICT'S REGIONAL TRAINING CENTER, 3700 E. 16TH AVE., APACHE JUNCTION, ARIZONA.

THIS MEETING WAS OPEN TO THE GENERAL PUBLIC AND BEGAN AT 5:30 P.M.

- A. Chairman Cross called the meeting to order at 5:30 p.m.
- B. The Pledge of Allegiance was led by Chairman Cross.
- C. Roll Call showed Chairman Jeff Cross, Clerk Gene Gehrt, Director Charlie Fox, and Director Jason Moeller as present. Director Todd House was absent.

Senior Leadership in attendance: Fire Chief Paul Bourgeois, Assistant Chief Jerome Schirmer, Assistant Chief Mike Farber, Assistant Chief Brett Broman, Division Chief Rick Ochs, and Finance Director Roger Wood were present.

Legal Counsel Donna Aversa and Executive Assistant acting as Board Secretary Jasmin Jones were also present for the meeting.

Fire Chief Paul Bourgeois requested to discuss Item 2 before Item 1.

Item 2: *Discussion, presentation and possible action regarding Thunder Mountain Middle School. (BOD #2016-02-10)*

Division Chief Rick Ochs led the Board on a tour of Thunder Mountain Middle School / Regional Training Center.

After the facility tour, there was a brief discussion regarding the planning that needed to be complete in order to acquire Thunder Mountain Middle School from the Apache Junction Unified School District (AJUSD) and the District's current rental agreement with AJUSD. Chief Bourgeois presented the PPT he recently presented to the AJUSD Board.

Item 1: *Discussion, presentation(s), and possible action regarding fire district finances. (BOD #2016-02-09)*

Fire Chief Paul Bourgeois led the discussion regarding district finances. The key items discussed were the following:

- o Capital Replacement Plan
- o Generating Revenue Streams (Captain Dave Pohlmann)
 - o Treat & Refer
 - o Advertising / Marketing
 - o Community Medicine
 - o Grants
 - o VA Program

- Prop 117 not generating the correct NAV as explained to the voter's when it was on the ballot.

Item 3: *Call to the Public. (BOD #2016-02-n/a)*
None

Item 4: *Adjourn (BOD# 2016-02-11)*

Motion by Clerk Gehrt at 7:10 p.m. to adjourn the meeting. Seconded by Director Fox.

Vote 4 ayes, 0 nays. (Director House absent). Motion passed.

Governing Board Approval:

Gene Gehrt, Board Clerk

Jasmin Jones