

VERSION 1.0  
August 19, 2020



# BOARD OF DIRECTORS MEETING

AUGUST 19, 2020

SUPERSTITION FIRE & MEDICAL DISTRICT BOARD

TODD HOUSE, BOARD CHAIRMAN

KATHLEEN CHAMBERLAIN, BOARD CLERK

JEFF CROSS, BOARD DIRECTOR

JASON MOELLER, BOARD DIRECTOR

LARRY STRAND, BOARD DIRECTOR



# Superstition Fire & Medical District

## Board of Directors Meeting Agenda

### August 19, 2020

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#### Mission Statement

Preserve Life ~ Protect Property ~ Add Value to *OUR* Community

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The Board will hold a meeting on Wednesday, August 19, 2020. 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.

- 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 July 2020 financial reports and bank reconciliations. (BOD #2020-08-01)**
- 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-08-02)**
- 3. Call to the Public. (BOD #2020-08-N/A)**

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 listed below (BOD #2020-08-03):**
  - A. Board Meeting Minutes from July 15, 2020
- 5. Discussion and possible approval of the Fire Inspector Contract. (BOD #2020-08-04)**
- 6. Discussion and possible approval of the Fire Investigator Contract. (BOD #2020-08-05)**
- 7. Discussion, presentation and possible approval of the Ad-Hoc Committee's recommendation of the top consulting firm for the next fire chief search, and awarding of the contract to the recommended consulting firm. (BOD #2020-08-06)**

- 8. Discussion, presentation and possible approval of the 2019/2020 Annual Report and possible adoption of Resolution 2020-08-19-10. (BOD #2020-08-07)**
- 9. Reports. (BOD #2020-08-08)**
  - Senior Leadership Team (SLT):**
  - Fire Chief Mike Farber**
  - Assistant Chief of Emergency Operations Richard Mooney**
  - Assistant Chief of Planning & Logistics Richard Ochs**
  - Acting Assistant Chief Jeff Cranmer**
  - Administrative Services Director Anna Butel**
  - Finance Director Roger Wood**
  - Captain John Walka**
  - Transportation Services Manager Billy Warren**
- 10. New Business / Future Agenda Items. (BOD #2020-08-09)**
- 11. Announcements (BOD #2020-08-N/A)**
- 12. Adjourn (BOD #2020-08-10)**

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: August 13, 2020  
At: 1500 Hours  
By: Sherry Mueller

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 24-hours before the Board Meeting.

## Governing Board Meeting – August 19, 2020

Agenda Item: 1

BOD#: 2020-08-01

### Agenda Item Title

Review and approval of the July 2020 financial reports and bank reconciliations.

### Submitted By

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)

\*Monthly Financials provided under separate cover

### Recommended Motion

*"Motion to approve the July 2020 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 **July 2020**:

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

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Todd House, Board Chair

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Date



July 2020

**Governing Board Meeting – August 19, 2020**

**Agenda Item: 2**

**BOD#: 2020-08-02**

**Agenda Item Title**

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

**Submitted By**

Fire Chief Mike Farber

Assistant Chief Rick Ochs

**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.

**August Anniversaries**

**31 Years of Service:** Captain/Paramedic **Andy Kuhn**

**19 Years of Service:** Firefighter **Paul Gruetzmacher**

**19 Years of Service:** Firefighter **Mark Widick**

**16 Years of Service:** Captain/Paramedic **Jon Williamson**

**13 Years of Service:** Administrative Assistant II **Kelly Bartz**

**5 Years of Service:** Account Clerk Specialist **Lori Hlavin**

**5 Years of Service:** Transportation Services Manager **Billy Warren**

**4 Years of Service:** Firefighter/Paramedic **Clint Musgrave**



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**Governing Board Meeting – August 19, 2020**

**Agenda Item: 3**

**BOD#: 2020-08-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



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**Governing Board Meeting – August 19, 2020**

**Agenda Item: 4**

**BOD#: 2020-08-03**

**Agenda Item Title**

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

- A. Board Meeting Minutes from July 2020 – **Appendix A**

**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 July 15, 2020.”*



**Go to Item 5**

**Go to Appendices**

**Go to Agenda**



**Governing Board Meeting – August 19, 2020**

**Agenda Item: #5**

**BOD#: 2020-08-04**

**Agenda Item Title**

Discussion and possible approval of the Fire Inspector Contract.

**Submitted By**

Assistant Chief Rick Ochs

**Background/Discussion**

The Fire District is willfully behind in conducting annual Fire Inspections. This has resulted from two notable changes. First; the fire suppression crews were relieved of fire inspection duties in 2012, and second the Fire Prevention Division staffing (40 hour personnel) has been reduced. We are currently not ISO or NFPA compliant. Jerome Hansen has been volunteering for the SFMD for more than 4 years, and is a Certified Fire Inspector I & II.

The SFMD has not previously worked with a contracted Fire Inspector. It is our intention to utilize Mr. Hansen as a Pilot Study to determine the effectiveness of a contract investigator, and to regain compliance with ISO, NFPA and Accreditation. He will be paid \$38.00 per Business Inspection, which includes one re-inspection.

**Financial Impact(s)/Budget Line Item**

\$3,850 (100-50-61200-50)

**Enclosure(s)**

Contract between SFMD and Jerome Hansen

**Recommended Motion**

*“Motion to approve the contractual agreement for As-Needed Business Fire Inspection Services”*



**Go To Item 6**

**Go to Agenda**

# **AGREEMENT FOR PROFESSIONAL SERVICE**

## **Certified Fire Inspector**

Between

The Superstition Fire & Medical District, a political subdivision of the State of Arizona

And

Jerome Hansen

Dates as of August 20, 2020

### **CONTRACTUAL AGREEMENT FOR AS NEEDED BUSINESS FIRE INSPECTION SERVICES**

This Agreement is entered into effective as of August 20, 2020 by and between the Superstition Fire & Medical District, a political subdivision of the State of Arizona (“SFMD”) and Jerome Hansen, an “Episodic Contract Employee” (“Hansen”) a private party, collectively referred to as the Parties.

#### **RECITALS**

Whereas, Hansen is qualified as a Fire Inspector II by special training and has the knowledge, skills, abilities, and experience to perform the duties of a Fire Inspector and has chosen to enter into a one year agreement with the SFMD to provide as needed Business Inspection services, and

Whereas, the SFMD desires to obtain Hansen as a Contract Fire Inspector for the District to conduct Business Inspections on an as needed bases, and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

#### **1. Recitals.**

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

## 2. Effective Dates and Conditions

- a. This Agreement shall be effective on the 20<sup>th</sup> day August, 2020 and shall continue in full force and effect until the 30<sup>th</sup> day of June, 2021, unless otherwise terminated as provided in this Agreement.
- b. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- c. In the event of a material breach of any of the provisions in this Agreement, the nonbreaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.

## 3. Payments

- a. **Fee:** Hansen will bill for services at a rate of \$38.00 per Business Inspection. The maximum number of Business Inspections that can be billed for during the terms of this contract is 100 (a total of \$3,800).
- b. **Invoice for Payment:** Hansen shall submit an invoice with a signed copy of all work orders. Each invoice submitted shall be itemized per established rate. The invoice shall list each inspection by business name, address, date and the inspection number. All invoices must be submitted within thirty (30) days of assigned inspections.
- c. **Taxes Liability:** Hansen is solely responsible for payment of all income and employment taxes due to the proper taxing authorities, and SFMD will not deduct such taxes from any payment to Hansen. The SFMD will provide Hansen with a 1099.
- d. **SFMD** shall make every effort to process payment for services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. All applicable sales tax shall be indicated as a separate item.

## 4. Obligations of Hansen.

- a. Complete scheduled Business Inspections, as directed and assigned by the Fire Prevention Division.
- b. All Fire Inspections shall be performed according to NFPA and SFMD standards.
- c. A Fire Inspection Report is to be completed in the Image Trend records management system for each Business Inspection. The SFMD will provide the necessary tools, training and access for the Image Trend System.
- d. Hansen will be required to conduct one (1) Follow-up Inspection for each business when necessary, to assure noted violations have been corrected. If a third Follow-up Inspection is necessary, it will be assigned to the SFMD Fire Prevention Division for disposition.
- e. It is understood and agreed that the SFMD will not guarantee, assign or schedule any minimum amount of Business Inspections during the terms of this contract.

## 5. Indemnification.

- a. Hansen shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for

litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Hansen.

- b. The obligation to indemnify survives the termination of this Agreement.

**6. Insurance.**

- a. The SFMD agrees to provide State Workers Compensation benefits to Hansen while providing services to the SFMD.
- b. The SFMD agrees to provide Liability Coverage for Hansen under the Fire District's existing Umbrella and/or other liability policies while providing services to the SFMD.

**7. Notices.**

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed, or emailed, as follows:

**TO SFMD:** Fire Chief  
Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ 85119  
(480) 982-4440

**TO Hansen:** Jerome Hansen  
8137 E. Iran Ave.  
Mesa, AZ 85209  
(414) 712-1021

**8. Miscellaneous.**

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of SFMD shall become employees of Hansen nor shall the

employees of Hansen become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.

- e. Pursuant to A.R.S. §38-511, SFMD may cancel this Agreement for conflict of interest.
- f. Limits of Liability: Notwithstanding any provision or proposal to the contrary, Hansen's liability shall not be limited to the amount of its fees, but instead Hansen shall be liable for any damages as a result of Hansen's breach of Agreement or negligent acts or omissions.
- g. Non-Discrimination: Hansen warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Hansen shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
- h. Legal Arizona Workers Act Compliance: Hansen is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws").

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

SFMD retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- i. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- j. Third-Party Antitrust Violations: Hansen assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Hansen toward fulfillment of this Agreement.
- k. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

- l. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
- m. Subcontracting: Hansen may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
- n. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
- o. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
- p. Termination for Convenience: The SFMD reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the SFMD without penalty or recourse. Upon receipt of the written notice, Hansen shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data and reports prepared by Hansen under the Agreement shall become the property of and be delivered to the SFMD upon demand. Hansen shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.
- q. To the extent required by law, the undersigned Hansen hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

**9. Compliance with Legal Authorities.**

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- c. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.

- d. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
- e. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.
- f. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- g. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Superstition Fire and Medical District**

**Jerome Hansen**

Board Chair: \_\_\_\_\_

By: \_\_\_\_\_

*Printed:* \_\_\_\_\_

*Printed:* \_\_\_\_\_

Board Clerk: \_\_\_\_\_

*Printed:* \_\_\_\_\_

**Governing Board Meeting – August 19, 2020**

**Agenda Item: #6**

**BOD#: 2020-08-05**

**Agenda Item Title**

Discussion and possible approval of the Fire Investigator contract.

**Submitted By**

Assistant Chief Rick Ochs

**Background/Discussion**

The District currently has no Certified Fire Investigators on staff. The organization has lost its remaining three investigators in the past 60-80 days due to early retirement/resignations. The process to train new Fire Investigators entails a minimum of two years. John Lindstrom, an Apache Junction resident is very qualified and desires to serve as an On-Call Investigator for the SFMD. Mr. Lindstrom currently serves as the Assistant Fire Marshal and Lead Fire Investigator for Arizona State University, and has a very flexible schedule. He has experience working as a Fire Investigator with four different organizations dating back to 2001.

The SFMD has not previously worked with a contracted Fire Investigator. It is our intention to utilize Mr. Lindstrom as a Pilot Study to determine the effectiveness of a contract investigator. He will be paid an hourly contract rate when we request. Additionally, Mr. Lindstrom may be scheduled to train our Captains in fire investigation to expand their knowledge and abilities at the same hourly rate.

**Financial Impact(s)/Budget Line Item**

\$2,000 (100-50-61250-50)

**Enclosure(s)**

Contract between SFMD and John Lindstrom

**Recommended Motion**

*“Motion to approve the contractual agreement for As-Needed Fire Investigation Services”*



**Go To Item 7**

**Go to Agenda**



# **AGREEMENT FOR PROFESSIONAL SERVICE**

## **Fire Investigator**

Between

The Superstition Fire & Medical District, a political subdivision of the State of Arizona

And

John Lindstrom

Dates as of August 20, 2020

### **CONTRACTUAL AGREEMENT FOR AS NEEDED FIRE INVESTIGATION SERVICES AND TRAINING FOR THE SFMD AND ITS MEMBERSHIP.**

This Agreement is entered into effective as of August 20, 2020 by and between the Superstition Fire & Medical District, a political subdivision of the State of Arizona (“SFMD”) and John Lindstrom, an “Episodic Contract Employee” (“Lindstrom”) a private party, collectively referred to as the Parties.

#### **RECITALS**

Whereas, Lindstrom is qualified by special training and has the knowledge, skills, abilities, and experience to perform the duties of a Fire Investigator and has chosen to enter into a one year agreement with the SFMD to provide as needed Fire Investigation services and Fire Investigation Training services, and

Whereas, the SFMD desires to obtain Lindstrom as an Episodic Fire Investigator for the District to serve as a Fire Investigator and to provide training on an as needed bases, and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

### 1. Recitals.

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

### 2. Effective Dates and Conditions

- a. This Agreement shall be effective on the 20<sup>th</sup> day August, 2020 and shall continue in full force and effect until the 30<sup>th</sup> day of June, 2021, unless otherwise terminated as provided in this Agreement.
- b. This Agreement may be renewed by the SFMD for an additional One Year Term provided the Parties mutually agree upon any changes to the rate schedule within 90 days of the expiration of then current term.
- c. Either Party may cancel this Agreement with sixty (60) days written notice to the other party.
- d. In the event of a material breach of any of the provisions in this Agreement, the nonbreaching Party may terminate this Agreement by delivering written notice to the breaching party specifically stating the nature of the breach giving the breaching party 30 days to cure the breach. If the breach is not cured, this Agreement shall be deemed terminated.

### 3. Payments

- a. **Fee:** Lindstrom will bill for services at a rate of \$55.00 per hour. Lindstrom will bill at the same rate of \$55.00 per hour, at night, after hours, on weekends and on holidays.
- b. **Invoice for Payment:** Lindstrom shall submit an invoice with a signed copy of all work orders. Each invoice submitted **shall be itemized** per established hourly rates. Any hours billed following the initial two hours of a job are to be broken down to quarter-hour time increments. The invoice shall also list the Fire Incident Number and Incident Date. All invoices must be submitted within thirty (30) days following completion of a job.
- c. **Taxes Liability:** Lindstrom is solely responsible for payment of all income and employment taxes due to the proper taxing authorities, and SFMD will not deduct such taxes from any payment to Lindstrom. The SFMD will provide Lindstrom with a 1099.
- d. **SFMD** shall make every effort to process payment for services within twenty-one calendar days after receipt of materials or services and a correct invoice unless a good faith dispute exists as to any obligation to pay all or a portion of the account. All applicable sales tax shall be indicated as a separate item.

### 4. Obligations of Lindstrom.

- a. Lindstrom shall provide On-Call Fire Investigation Services.
- b. All Fire Investigations shall be performed according to NFPA standards. Determining the cause and origin of a fire shall be the priority of each assigned investigation. A professionally documented and detailed report inclusive of all findings and based upon knowledge, skills, experience, training, education, personal observations, facts and data made known shall be forwarded to the SFMD Fire Marshal within 24 hours of completing an Investigation. Lindstrom shall furnish all labor, materials, tools, equipment, supplies, and services as necessary to competently investigate each fire as requested.
- c. The general expectation is a timely response of four hours or less for most post fire

investigations. Some Fire Investigations may be held up to 12 hours for an investigator response.

- d. Lindstrom shall furnish and maintain a phone contact number that is answered 24 hours per day, seven (7) days per week, including holidays. Lindstrom shall be required to log in and out at each job site.
- e. It is understood and agreed that the SFMD will not guarantee any minimum amount of work during the terms of this contract.

**5. Obligations of SFMD.**

- a. SFMD personnel will maintain possession of a Fire Scene prior to, and throughout any investigation conducted by Lindstrom.
- b. SFMD will employ control measures that limit access into a Fire Scene and provides tracking of all fire suppression personnel who enter a scene.
- c. SFMD personnel will extend all efforts reasonably possible to preserve evidence, the probable point of origin and the general Fire Scene to support any investigation.
- d. SFMD will provide a generator, lighting, ground ladders or other equipment as reasonable requested or agreed upon to support the fire investigation scene.
- e. The SFMD agrees to provide State Workers Compensation benefits to Lindstrom while providing services to the SFMD.
- f. The SFMD agrees to provide Liability Coverage for Lindstrom under the Fire District's existing Umbrella and/or other liability policies while providing services to the SFMD.

**6. Indemnification.**

- a. Lindstrom shall defend, indemnify, and hold harmless SFMD, its officers, agents, employees, elected and appointed officials, and volunteers, from and against all actions, lawsuits, losses and expenses (including court costs, expenses for litigation, and reasonable attorney fees), damages, claims, or other liabilities of any kind ("Liability") resulting from or arising out of this Agreement (including, without limitation, Liability on account of any injury, sickness, disease, or death of any person or damage, destruction, or loss of any property). The obligations of this indemnification provision shall not apply in the event that any such Liability is found to have resulted from the negligence or intentional misconduct of Lindstrom.
- b. The obligation to indemnify survives the termination of this Agreement.

**7. Notices.**

All notices or demands required under this Agreement from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered in person or on the date deposited in the U.S. Mail addressed, or emailed, as follows:

**TO SFMD:**

Fire Chief  
Superstition Fire & Medical District  
565 N. Idaho Road  
Apache Junction, AZ 85119  
(480) 982-4440

**TO LINDSTROM:** John Lindstrom  
1111 E. Superstition Blvd.  
Apache Junction, AZ 85219  
(541) 310-0004

**8. Miscellaneous.**

- a. Each party warrants that prior to signing this Agreement, all of its internal procedures; rules and regulations have been complied with. The signing of this Agreement constitutes a binding agreement.
- b. Failure of any party to strictly enforce any provisions hereunder shall not constitute a waiver of rights to demand strict performance of that, or any other provisions hereof at any time hereafter.
- c. The terms and conditions of this Agreement are separate and severable. If for any reason, any Court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this Agreement shall remain valid and in full force and effect.
- d. Neither the employees of SFMD shall become employees of Lindstrom nor shall the employees of Lindstrom become employees of SFMD by virtue of this Agreement. Nothing in this Agreement shall be construed to create any partnership or joint venture between the Parties.
- e. Pursuant to A.R.S. §38-511, SFMD may cancel this Agreement for conflict of interest.
- f. Limits of Liability: Notwithstanding any provision or proposal to the contrary, Lindstrom's liability shall not be limited to the amount of its fees, but instead Lindstrom shall be liable for any damages as a result of Lindstrom's breach of Agreement or negligent acts or omissions.
- g. Non-Discrimination: Lindstrom warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Lindstrom shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
- h. Legal Arizona Workers Act Compliance: Lindstrom is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Lindstrom further agrees to ensure that each subcontractor that performs any work under this

Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

SFMD retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- i. Non-appropriation: This Agreement shall be subject to available funding for SFMD, and nothing in this Agreement shall bind SFMD to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.
- j. Third-Party Antitrust Violations: Lindstrom assigns to SFMD any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Lindstrom toward fulfillment of this Agreement.
- k. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.
- l. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.
- m. Subcontracting: Lindstrom may not assign this Agreement or subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld.
- n. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
- o. Arbitration: To the extent permitted, the parties agree to resolve any dispute arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
- p. Termination for Convenience: The SFMD reserves the right to terminate the Agreement, in whole or in part at any time, when in the best interests of the SFMD without penalty or recourse. Upon receipt of the written notice, Lindstrom shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the SFMD. In the event of termination under this paragraph, all documents, data and reports prepared by Lindstrom under the Agreement shall become

the property of and be delivered to the SFMD upon demand. Lindstrom shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

- q. To the extent required by law, the undersigned Lindstrom hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

**9. Compliance with Legal Authorities.**

- a. The parties shall each be responsible for their respective compliance with all requirements of any federal, state, county or local ordinances, statutes, charters, codes, rules, regulations, or any other governmental requirements.
- b. This Agreement and all documents and instruments executed in furtherance hereof may be amended or supplemented only by an instrument in writing, signed by the parties against which enforcement thereof may be sought.
- c. Titles and headings of the paragraphs contained herein are solely for the purpose of convenience and are not intended to in any way affect, control or limit the meaning or application of any such paragraph.
- d. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words or expressions.
- e. The Parties acknowledge and agree that no representations, warranties, or covenants have been made to, or relied upon by them, or by any person acting for or on their behalf, which are not fully and completely set forth herein. This Agreement supersedes any terms, conditions, covenants or other documents or agreements between the Parties.
- f. This Agreement has been negotiated by the Parties and no Party has acted under compulsion or duress, economic or otherwise. The Parties waive any rule of interpretation which would construe any provision of this Agreement against any Party who drafted this Agreement.
- g. This Agreement and all documents and instruments executed in furtherance hereof, and the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Arizona, statutory and decisional, in effect from time to time, without giving effect to principles of conflicts of law. All Parties consent to personal jurisdiction in Arizona, and venue for any action to enforce this Agreement shall be in Pinal County, Arizona.

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Superstition Fire and Medical District**

**John A. Lindstrom**

Board Chair: \_\_\_\_\_

By: \_\_\_\_\_

*Printed:* \_\_\_\_\_

*Printed:* \_\_\_\_\_

Board Clerk: \_\_\_\_\_

*Printed:* \_\_\_\_\_

**Governing Board Meeting – August 19, 2020**

**Agenda Item: #7**

**BOD#: 2020-08-06**

**Agenda Item Title**

Discussion, presentation and possible approval of the Ad-Hoc Committee’s recommendation of the top consulting firm for the next fire chief search, and awarding of the contract to the recommended consulting firm.

**Submitted By**

Director Jeff Cross

Board Clerk Kathleen Chamberlain

Ad Hoc Committee

**Background/Discussion**

The Ad Hoc Committee has reviewed the RFP submissions from six (6) respondent consulting firms who have submitted their bid to be awarded a contract from the District for facilitating the search of the new fire chief. The submissions from all six (6) respondents were distributed to the Board in August.

The Ad Hoc Committee narrowed the selection to the top two (2) firms in July, and held video / teleconference calls with these two firms in early August. As a result of this vetting, the Ad Hoc Committee is recommending that Ralph Andersen & Associates be awarded the contract.

Ralph Andersen’s bid price is within the budget that was established for the fire chief search in the FY 2020 / 2021 budget. The contract between SFMD and Ralph Andersen will be presented to the Board at the September 2020 Board meeting for consideration and possible approval.

**Financial Impact(s)/Budget Line Item**

100-10-61250-12 / 150-10-61250-12: Combined budget = \$35,000

**Enclosure(s)**

None.

**Recommended Motion**

*“Motion to approve Ralph Andersen & Associates as the new fire chief recruitment consulting firm.”*



**Go To Item 8**

**Go to Agenda**



**Governing Board Meeting – August 19, 2020**

**Agenda Item: #8**

**BOD#: 2020-08-07**

**Agenda Item Title**

Discussion, presentation, and possible approval of the 2019/2020 Annual Report and possible adoption of Resolution 2020-08-19-10.

**Submitted By**

Mike Farber, Fire Chief

Anna Butel, Administrative Services Director

**Background/Discussion**

This item comes before the Board on an annual basis. The annual report provides an overview of SFMD's performance over the last fiscal year. The report provides insight across all departments of the SFMD and its impact on our community.

**Financial Impact(s)/Budget Line Item**

N/A

**Enclosure(s)**

Annual Report

**Recommended Motion**

*"Motion to approve the 2019/2020 Annual Report and adoption of Resolution 2020-08-19-10: Formally Adopting the 2019/2020 Annual Report."*



**Go To Item 9**

**Go to Agenda**



# Superstition Fire & Medical District ANNUAL REPORT 2019/2020



## Coronavirus – COVID-19

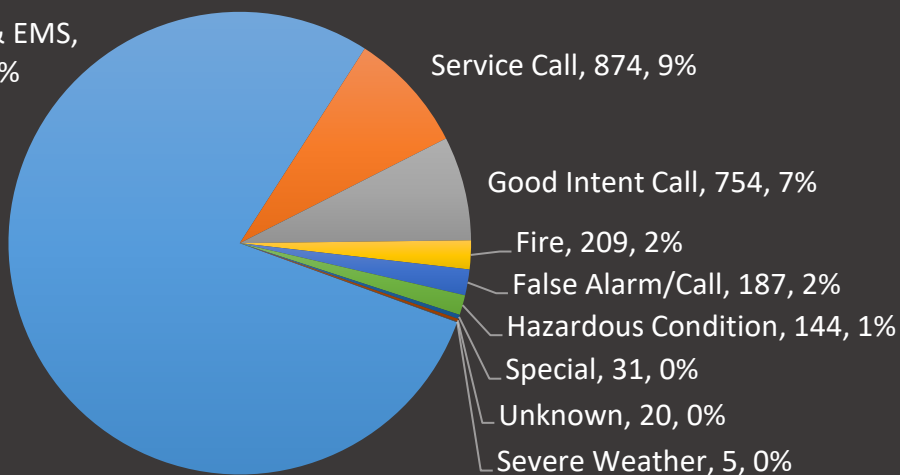
The 2019/2020 fiscal year was one to remember, particularly when the news of COVID-19, the disease caused by the new coronavirus. The first case was identified in China in November of 2019. The virus soon spread across the world to become a global pandemic. By March of 2020, the United States began to experience surges in cases. As the virus moved across New York, Washington, Oregon, and California, it was only a matter of time before it made its way to Arizona.

SFMD quickly responded to the COVID-19 events by creating the Emergency Operations Team. Through this team working together SFMD worked rapidly with securing personal protective equipment, creating operational directives and protocols to keep our members and the community safe, secured funding from the Coronavirus Aid, Relief, and Economic Security (CARES) and the Department of Emergency and Military Affairs (DEMA), and developed algorithms for worst-case scenarios.

Protecting our community is at the forefront of SFMD business. Whether it's a house fire, cardiac arrest, motor vehicle accident, or a patient in respiratory distress from COVID-19 SFMD is ready to respond with vigor.

## Incident Type Categories

Rescue & EMS,  
8135, 79%



Total  
Incidents

10,359

Average  
Response Time  
Emergent  
Incidents

4:18

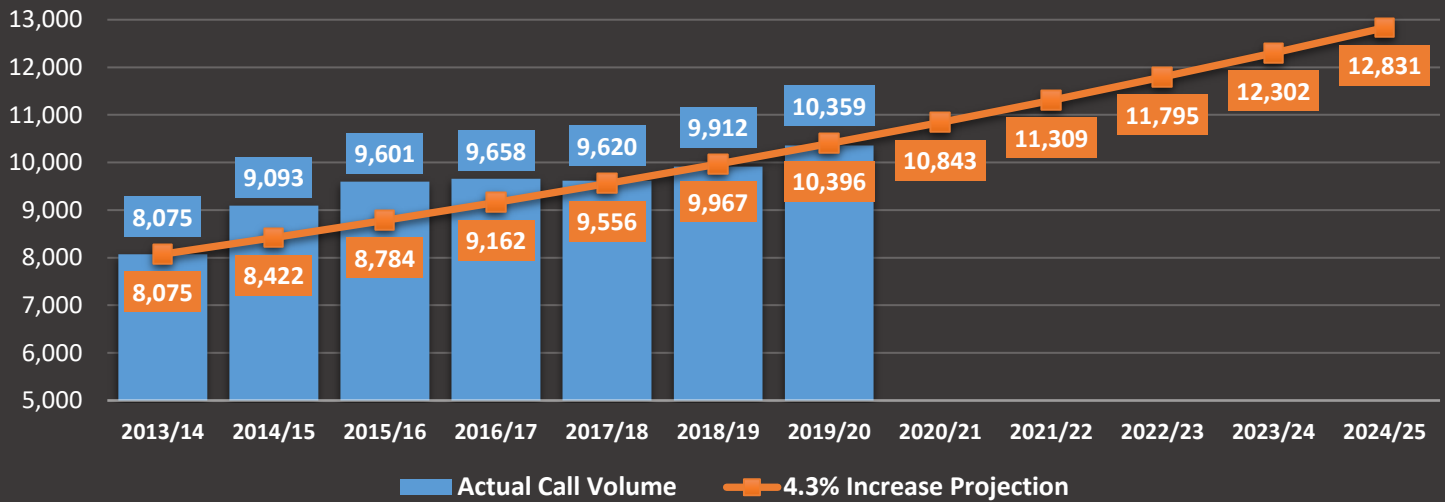
# RESPONSE STANDARDS

## Call Volume Increases

Calls for service have been steadily increasing over the past several years. During the 2019/2020 fiscal year, SFMD surpassed the 10,000 call threshold for the first time. Additionally, call volume increased by 4.5% this year as SFMD went from 9,912 calls last year to a total call volume of 10,359 this year.

Analysis of the past seven years of data indicates an average annual increase in call volume of 4.3%. A five-year projection suggests that call volume may surpass 12,000 calls per year in just four to five years' time.

## Call Volume - 5 Year Projection



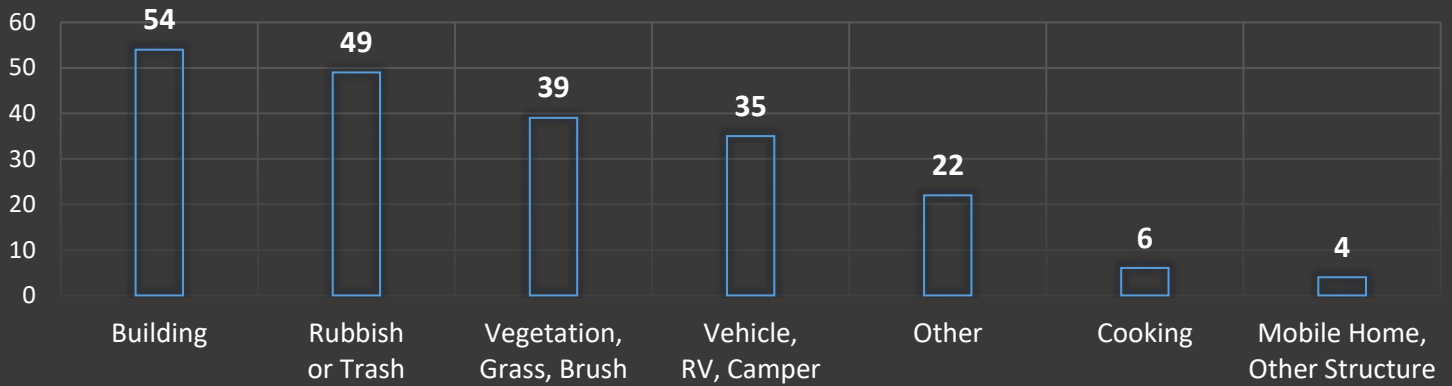
## NFPA 1710 Fire Response Standard 2 Engines + 1 Ladder

	Jan-Jun 2018 E263 Pilot Program	2018/2019 Fiscal Year	2019/2020 Fiscal Year
Total Fires	20	19	30
Arrived in less than 8 minutes	7 – 35%	9 – 47%	22 – 73%
Arrived between 8-9 minutes	3 – 15%	2 – 11%	3 – 10%

In January of 2018, the Fire Board approved a second unit to station 263. This unit triggered changes to SFMD's response model, such as an increase in response time, an increase in an effective response force, and a reduction in firefighter fatigue. As you can see in just two short years, SFMD has gone from having an effective response force on all fires 35% of the time to 73% in the 2019/2020 fiscal year.

# FIRE SUPPRESSION

Types of Fires



Pre-Incident Value of Property & Content  
\$7.7 million

Value of Property & Content Saved  
\$4.7 million

Percentage of Property & Content Saved  
**61%**

Average Response Times by Unit

	Processing Time	Turnout Time	Travel Time	Reflex Time
Battalion 261	3:20	0:39	6:15	10:14
Engine 261	0:49	0:47	3:44	5:19
Engine 262	1:06	1:00	5:27	7:33
Ladder 263	0:49	0:57	4:27	6:13
Engine 263	0:51	1:04	4:02	5:57
Ladders 264	1:21	0:55	4:35	6:51
Engine 265	1:09	1:09	5:20	7:37
All Fire Apparatus	0:58	0:56	4:18	6:12

# EMERGENCY MEDICAL SERVICES

## Cardiac Arrest Survival Rate

	2015	2016	2017	2018	2019	5 Years
Initial Rhythm V-fib/V-tach	13	10	25	20	22	90
Survived to Hospital Discharge	4	4	7	6	7	28
Overall Survival Rate	30.8%	40.0%	28.0%	30.0%	31.8%	31.1%



## 2019 Cardiac Arrests

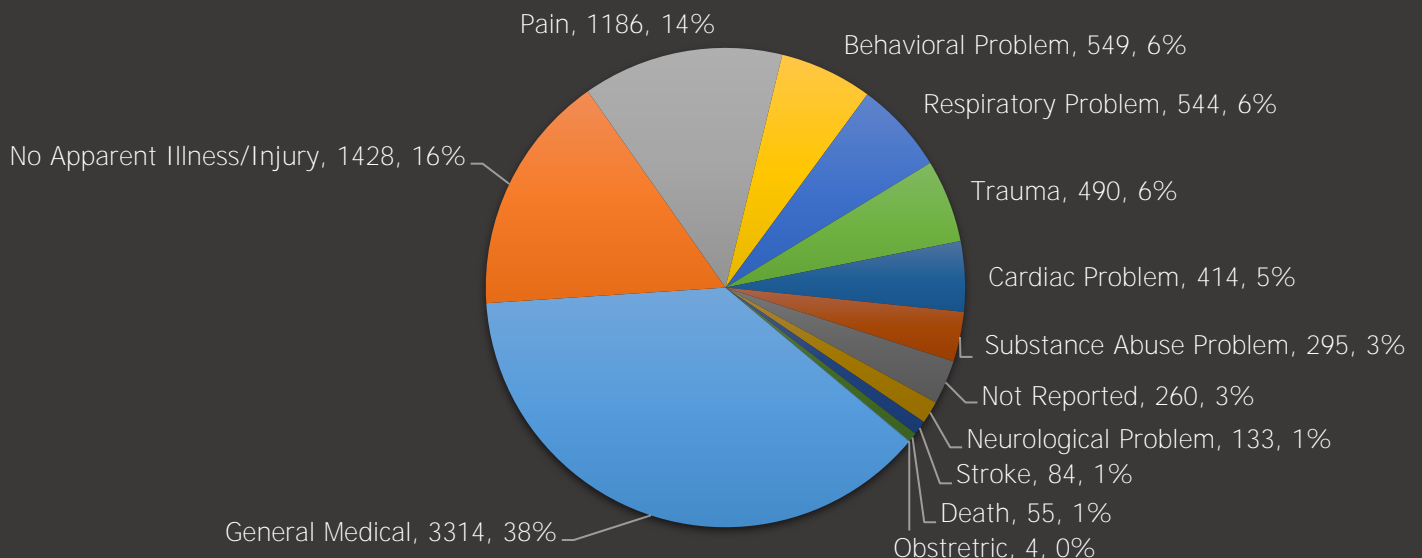
SFMD Survival Rate

**31.8%**

Arizona Survival Rate

**10.5%**

## EMS Call Types



# TRANSPORT SERVICES

## Total Transports

5,309

This is a 1.9% increase from last year's total of 5,210.

## Average Ambulance Transports per Day

14.5



## Code 3 Ambulance Response Time Compliance Rates

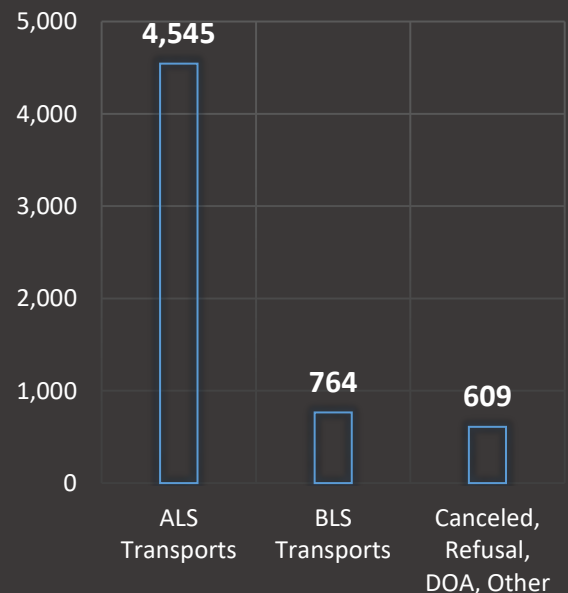
	AZ Dept. of Health Services Compliance Standard	SFMD Compliance Jan. 2016 – Feb. 2019 Evaluation Period	SFMD Compliance Mar. 2019 – Feb. 2020 Evaluation Period (To date through Jun. 2020)
Percentage of Call at 8:59 or less	90%	96.7% ✓	94.9% ✓
Percentage of Calls at 14:59 or less	95%	99.9% ✓	100% ✓
Percentage of Calls at 19:59 or less	100%	100% ✓	100% ✓

The SFMD is approaching almost five years in the emergency transport business. The Transport Services Department continues to be a source of pride for the SFMD. Our dedicated Transport Paramedics and EMTs work with SFMD fire crews to provide a seamless transfer of care as patients are transported to the hospital for continued medical treatment.

The cost recovery model has proven itself to be a sustainable source of revenue that allows SFMD to fund the labor, supplies, and ambulances needed to offer this service to our citizens – all while charging less than a private, for-profit ambulance company.

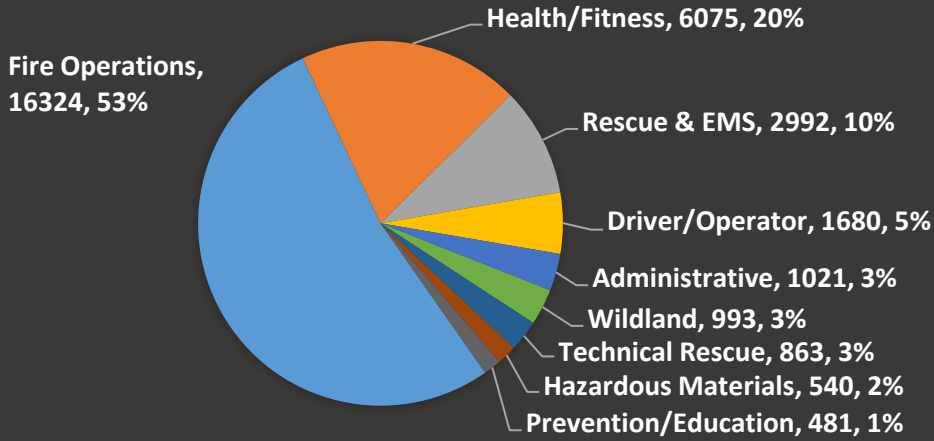
SFMD has also entered its second 3-year compliance period for ambulance response times with the AZ Department of Health Services. Response times are on track to exceed the required response time standards.

## Transport Service Requests



# TRAINING & COMMUNITY SERVICES

## Training Hours



Total Training Hours

27,607

## CCR

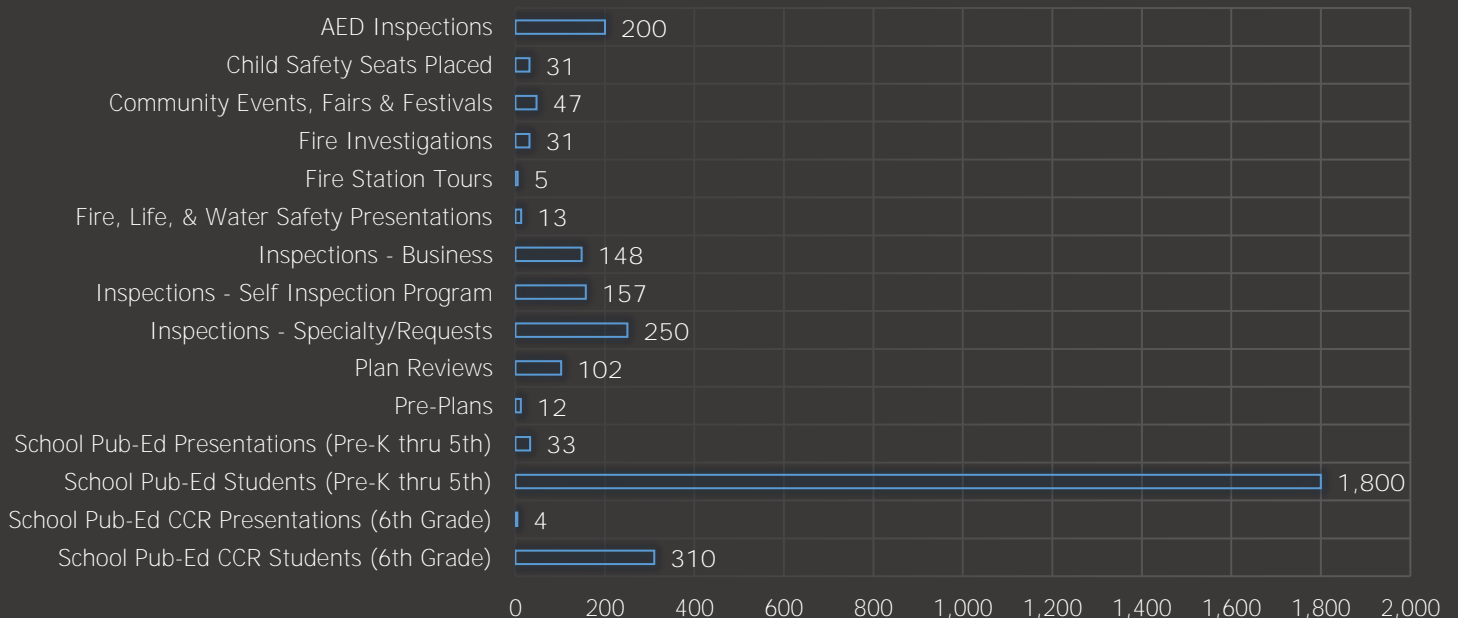
Demonstrations  
(Hands -Only CPR)

1,185

community members trained to perform this life-saving technique



## Community Services



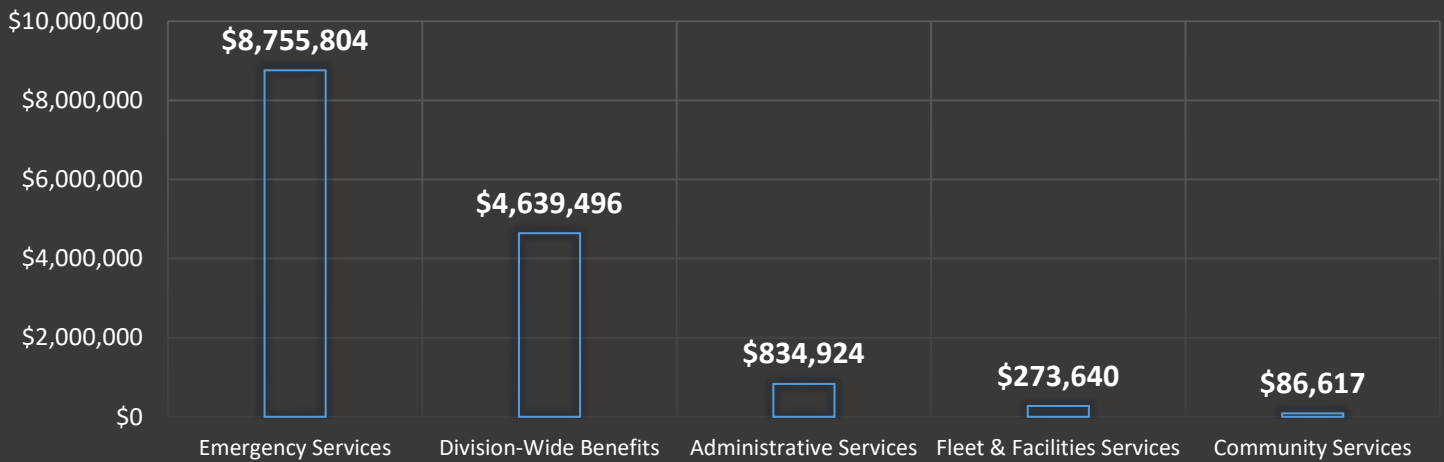
# ANNUAL BUDGET

## Budget Income Summary

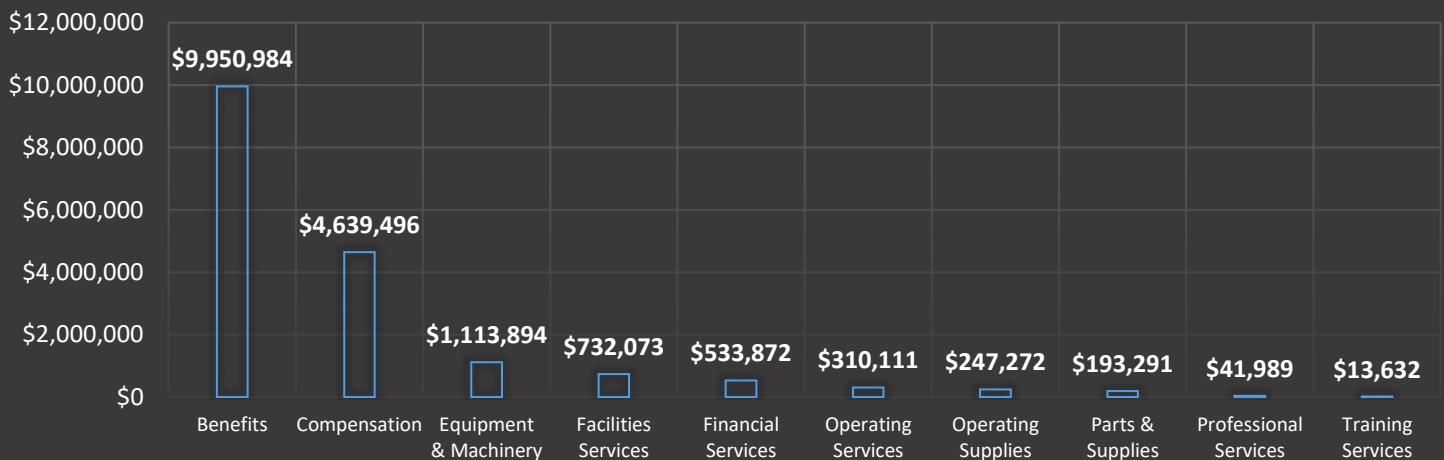
Revenue Summary by Fund Account (Includes Beginning Cash Balance)

Fund	2019/2020 Actual Budget	2019/2020 Approved Budget	2020/202 Approved Budget	2021/2022 Forecasted Budget
General Operating (M&O)	\$ 16,391,308	\$ 16,464,076	\$ 17,297,194	\$ 17,788,158
Transport Services	\$ 3,424,167	\$ 3,170,075	\$ 3,585,291	\$ 3,585,778
Capital Projects	\$ 1,772,064	\$ 1,792,597	\$ 1,737,207	\$ 1,891,971
Special Revenue	\$ 80,234	\$ 79,538	\$ 88,357	\$ 36,057
Debt Retirement Principal	\$ 794,237	\$ 771,692	\$ 792,437	\$ 797,466
Debt Retirement Interest	\$ 210,047	\$ 231,145	\$ 190,514	\$ 191,314
	\$ 22,672,056	\$ 22,509,123	\$ 23,691,000	\$ 24,290,744

## Compensation for Fiscal Year 2019/2020



## Expenditures for Fiscal Year 2019/2020





# OTHER FUNDING

## August 2020 Grant Award

This year SFMD received \$208,359 in Federal funding from FEMA for cancer screening of our employees. As a result of occupational exposure to various toxins and carcinogens daily, firefighters have a 9% higher risk of being diagnosed with cancer and a 14% higher risk of dying from cancer compared to the general US population. In addition to more firefighters being diagnosed with cancer, firefighters are being diagnosed with cancer at an earlier age. In turn, concern and anxiety around cancer and their risk of developing it are rising, often driving firefighters to retire earlier. This cancer education and screening program aims to educate firefighters about their cancer risk and the screening tests that are available for early detection, as well as screen all firefighters for various types of cancers they are known to be at higher risk of developing.

### Grant Awards History

Grant Name	Amount	Year Awarded
SCBA	\$ 347,000	2013/14
Smoke Alarms	\$ 19,060	2013/14
Radios	\$ 138,943	2013/14
Video Conferencing	\$ 93,000	2015/16
Ambulance	\$ 200,539	2015/16
Command Training	\$ 91,979	2016/17
Fire Prevention	\$ 23,000	2016/17
Community Risk	\$ 110,735	2017/18
SAFER	\$ 1,159,829	2018/19
Cancer Screening	\$ 208,359	2020/21
TOTAL	\$ 2,392,444	



# WILDLAND FIRES

## Lost Dutchman Fire

A brush fire in Apache Junction caused the evacuation of residences and closed nearby State Route 88 on May 7, 2020. A brush fire in Apache Junction behind the rodeo grounds near Tomahawk Road and Lost Dutchman Boulevard forced the evacuation of residences on nearby Hackamore Road, according to a series of tweets by the Apache Junction Police Department. After it started in the afternoon it grew to be a three-alarm brush fire that had “jumped the initial fire break” near SR 88 in Apache Junction, Superstition Fire & Medical District said in a tweet.

<https://www.azcentral.com/story/news/local/arizona-wildfires/2020/05/07/apache-junction-police-brush-fire-forces-residential-evacuations/3092550001/>

## Southern Fire

The federal Bureau of Land Management said a second fire started about two miles south of the Lost Dutchman Fire, east of Goldfield Road near Southern Avenue, at 4:37pm. Single engine air tankers dropped flame retardant on both fires, the BLM said.

<https://www.azcentral.com/story/news/local/arizona-wildfires/2020/05/07/apache-junction-police-brush-fire-forces-residential-evacuations/3092550001/>



## Sawtooth Fire

The Sawtooth Fire started on May 30, 2020. It burned on Arizona State Lands, private land, and the Tonto National Forest, including portions of the Superstition Wilderness area, of the Tonto National Forest. The fire started with a lightning strike and was located two miles Northeast of Peralta Trailhead. SFMD deployed a wildland team to assist in the control and containment of the Sawtooth Fire.

<https://inciweb.nwcg.gov/incident/6730/>

# EMPLOYEE RECOGNITION

## Firefighters of the Year



**Robert Vande Krol**  
*Engineer/EMT*



**Randy Vande Krol**  
*Firefighter/Paramedic*

Both Randy and Robert VandeKrol have contributed collectively and individually through their many talents and dedication to the organization. Rob joined the district in 2002, promoted to Engineer (Driver-Pump Operator) in 2008. Randy, a Firefighter/Paramedic, joined the district in 2005. Both Rob and Randy are long-standing members of the district's elite Technical Rescue Team.

Both continuously go above and beyond the call of service in support of SFMD and citizens of the district. Both serve as SCBA Technicians and lead the team in the maintenance, repair and testing of all air packs. They also conduct our annual fit testing (seal check) of the SCBA and N95 masks. They conduct regular testing and maintenance of all of the district's MSA gas monitors. Additionally, they are known valley-wide as instructors for Technical Rescue Team and are specifically requested every year by the training consortium to instruct Building Collapse and Shoring Classes. Rob and Randy also built many of the props at our training center.

## Transport Services Employee of the Year



**Sarah Koupal**  
*Emergency Medical  
Technician*

Sarah Koupal was chosen as the Transportation Services Employee of the Year because of her outstanding attitude toward her job. Ms. Koupal is dedicated, reliable, and her performance is outstanding in every aspect of her career. Her duties, responsibilities, and service to the community are paramount. Ms. Koupal's interactions with the public and with her co-workers are professional and caring at all times.

# EMPLOYEE RECONGITION

## Civilian Employees of the Year



Lori Hlavin  
*Account Clerk II – Payroll*

Lori always demonstrates a professional and caring demeanor to every single person, employee, staff member, co-worker, community member and Board Member she comes in to contact with. Everything she does, she does with a smile and a pleasant attitude. Lori's work speaks for itself. I have seen her work weekends, holidays, nights, days off, and even during her time of personal loss, she remains dedicated to SFMD and making sure everyone is paid accurately and on time. Lori has demonstrated her commitment to her job and to the employees of SFMD over and over, time and time again.

Sherry has a friendly and approachable demeanor with a superior ability to empathize with issues an employee may bring to her attention. Sherry has accepted additional responsibilities and has acquired the knowledge necessary to effectively handle each task. Sherry makes a point of greeting each Admin office employee by their name every morning, with a smile and enthusiastic "good morning". Why is this so important? Using an employee's name humanizes the employee and makes them feel connected and valued, rather than just a "cog in the wheel". Most of us have stressful responsibilities both inside and outside of SFMD and Sherry's friendly greeting really helps to start the day feeling noticed and appreciated.

Sherry's approachable and non-judgmental demeanor helps ensure that an employee feels comfortable bringing a concern or question to her attention. Sherry makes sure the employee knows that SFMD cares about their well-being and is available to provide confidential resources to assist them within the scope of Human Resources. The warmth of her kind and understanding words really elevate each human resource experience above "just filling out the necessary forms".

Sherry's responsibilities have expanded from recruitment and benefit administration to handling several board meeting agendas and minutes (SFMD monthly Board of Director's meeting, Ad Hoc committee, pension board, etc.). Sherry has accepted these responsibilities without complaint and has learned the system processes and legal posting deadlines that apply to each of the meetings. Sherry's professional attitude and ability to interact with the SFMD attorney and Board Members make her the perfect Admin employee to handle these important meetings.

In closing, each of the Administrative Services employees do a good job in their area of responsibility. There are great things about each of us. What sets Sherry apart from the rest of the Administrative Services employees is her HUMANIZING attitude and approach.



Sherry Mueller  
*HR Generalist*

# PROMOTIONS & ASSIGNMENTS



## Amy Brooks

### *Battalion Chief*

Amy Brooks was promoted to the position of Battalion Chief on December 31, 2019. Chief Brooks started with SFMD in July of 1993 and became a Captain in 1997, and now serves as a Battalion Chief. Chief Brooks brings 27 years of firefighting experience as well as expertise in fire and emergency medical services education through Central Arizona Community College.

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## Ryan Ledbetter

### *Captain*

Ryan Ledbetter was promoted to the position of Captain on May 13, 2020. Captain Ledbetter started with SFMD in March of 2012. Captain Ledbetter is a member of Local 2260's Executive Board and spends much of his time mentoring others and working on special projects such as the Intern Academy.

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## Bryan Heun

### *Captain*

Bryan Heun was promoted to the position of Captain on June 28, 2020. Captain Heun started with SFMD in March of 2012. Throughout his career, Captain Heun has mentored others, been a role model, and shown his commitment to the SFMD community. He also holds a Master of Arts Degree in Emergency Management and Homeland Security from Arizona State University.

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## Tanner Fox

### *Training Captain*

Captain Tanner Fox came to SFMD in September of 2005. He was promoted to the position of Engine Company Captain in 2017. In November of 2019, Captain Fox was assigned to the Training Department after a rigorous testing process. Captain Fox brings enthusiasm and 15 years of firefighting and EMS experience to the Training Department.

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**RESOLUTION 2020-08-19-10  
SUPERSTITION FIRE AND MEDICAL DISTRICT MEDICAL  
ADOPTING THE 2019/2020 ANNUAL REPORT**

**A RESOLUTION OF THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT, FULLY ADOPTING THE 2019/2020 SFMD ANNUAL REPORT.**

**WHEREAS**, the Board acknowledges the importance of receiving an Annual Report each Fiscal Year to recognize the accomplishments and determine key initiatives for the next fiscal year; and

**WHEREAS**, the Annual Report continually has linkage to the SFMD Operational Plan, and the SFMD Strategic Plan;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT AS FOLLOWS:**

That the Superstition Fire & Medical District Board of Directors fully adopts the 2019/2020 SFMD Annual Report.

PASSED AND ADOPTED THIS NINETEENTH DAY OF AUGUST, 2020 BY THE CHAIRMAN AND GOVERNING BOARD OF DIRECTORS OF THE SUPERSTITION FIRE & MEDICAL DISTRICT.

\_\_\_\_\_  
*Todd House, Board Chairman*

\_\_\_\_\_  
*Kathleen Chamberlain, Board Clerk*

\_\_\_\_\_  
*Jason Moeller, Board Director*

\_\_\_\_\_  
*Larry Strand, Board Director*

\_\_\_\_\_  
*Jeff Cross, Board Director*

**Governing Board Meeting – August 19, 2020**

**Agenda Item: 9**

**BOD#: 2020-08-08**

**Agenda Item Title**

Reports

**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.

- **Senior Leadership Team**
- **Labor**

**Recommended Motion:**

N/A



**Go to Item 10**

**Go to Agenda**

**Governing Board Meeting – August 19, 2020**

**Agenda Item: 10**

**BOD#: 2020-08-09**

**Agenda Item Title**

New Business / Future Agenda Items

**Submitted By**

Board of Directors

**Background/Discussion**

This item is used as a placeholder to discuss New Business / Future Agenda Items, the Board may want on a future agenda.

**Financial Impact**

N/A

**Enclosure(s)**

N/A

**Recommended Motion:**

N/A



**Go to Item 11**

**Go to Agenda**



**Governing Board Meeting – January 15, 2020**

**Agenda Item: 11**

**BOD#: 2020-01-n/a**

**Agenda Item Title**

Announcements

**Background / Discussion**

The BOD and staff may share and discuss items to be placed on future BOD agendas.

**Recommended Motion:**

N/A



**Go to Item 12**

**Go to Agenda**

**Governing Board Meeting – August 19, 2020**

**Agenda Item: 12**

**BOD#: 2020-08-10**

**Agenda Item Title**

Adjournment

**Recommended Motion:**

*“Motion to adjourn the Board meeting.”*



**[Go to Agenda](#)**

# Appendix A

## A. Board Meeting Minutes from July 15, 2020

### Submitted By

Board Secretary Sherry Mueller

### 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

### Enclosure(s)

July 15, 2020 Board Meeting Minutes





# Superstition Fire & Medical District

Phone (480) 982-4440 ~ [sfmd.az.gov](http://sfmd.az.gov)

**Administration Office**  
565 North Idaho Road  
Apache Junction, AZ 85119  
Fax (480) 982-0183

**Regional Training Center**  
3700 East 16<sup>th</sup> Avenue  
Apache Junction, AZ 85119  
Fax (480) 982-3268

**Fleet & Facilities Services**  
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## Governing Board Meeting Minutes

### July 15, 2020

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, JULY 15, 2020. 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 (VIA CONFERENCE CALL) AND BEGAN AT 5:31 PM.**

#### A. Call to Order

Chairman House called the meeting to order at 5:31 PM.

#### B. Pledge of Allegiance

The Pledge of Allegiance led by Director Moeller

#### C. Roll Call

Board Members in attendance were Chairman Todd House, Clerk Kathleen Chamberlain, Director Jason Moeller, and Director Jeff Cross. Director Larry Strand did not attend the meeting.

Senior Leadership Team in attendance were Fire Chief Mike Farber, Assistant Chief Richard Mooney, Assistant Chief Rick Ochs, Finance Director Roger Wood, Acting Assistant Chief Jeff Cranmer and Administrative Services Director Anna Butel. Also in attendance was Board Secretary and HR Generalist Sherry Mueller. Legal Counsel William Whittington attended via conference call.

#### 1. Review and approval of the June 2020 financial reports and bank reconciliations. (BOD #2020-07-01)

**Motion** by Director Cross to approve the June 2020 financial reports and bank reconciliations.

**Seconded** by Director Moeller.

**Vote** 4 ayes, 0 nays, **MOTION PASSED.**

#### 2. Recognition of employee performance, achievements, and special recognition for community members. (BOD #2020-07-02)

##### Historical Review

History review of the Class of 1985 – 1986

Union Local 3056 was formed. The first recognized fire union in the State of Arizona



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## July 2020 Service Anniversaries

**36 Years of Service:** Engineer/Paramedic **Mark Blackstone**

**27 Years of Service:** Battalion Chief **Amy Brooks**

**25 Years of Service:** Battalion Chief **Brett Broman**

**24 Years of Service:**

Engineer/Paramedic **Andrew Colby**

Captain **Brian Logsdon**

Battalion Chief **Brian White**

Captain/Paramedic **Brian Wyatt**

**20 Years of Service:**

Captain/Paramedic **Jeff Ehrlich**

Captain **Joe Garcia**

**19 Years of Service:**

Captain/Paramedic **Mark Castaneda**

Firefighter/Paramedic **Dan McKinney**

**2 Years of Service:** EMT **Kelsey Christensen**

## PROMOTIONS – July 1, 2020:

**Captain Ryan Ledbetter**

**Captain Bryan Heun**

**Engineer Jay Nelson**

**Engineer Colt Weddell**

### **3. Call to the Public. (BOD #2020-07-N/A)**

Due to the Covid-19 virus, the Board Meeting was a closed-door meeting to the public. A notice was posted on our website, front door, Regional Training Center and Station 264 with our conference call number and pin code if anyone from the public wanted to call in and listen to the meeting. There was no person from the public over the conference phone.

NONE



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#### 4. Consideration and possible approval of all consent agenda items listed below (BOD #2020-06-03):

- A. Board Meeting Minutes from June 17, 2020
- B. Preplanners, LLC Agreement Renewal
- C. Professional Services Agreement for GIS Data Custodian Services (Preplanners, LLC)
- D. Disposition of Surplus Property – 10 Recliners

**Motion** by Director Moeller to approve all consent agenda items for July 15, 2020.

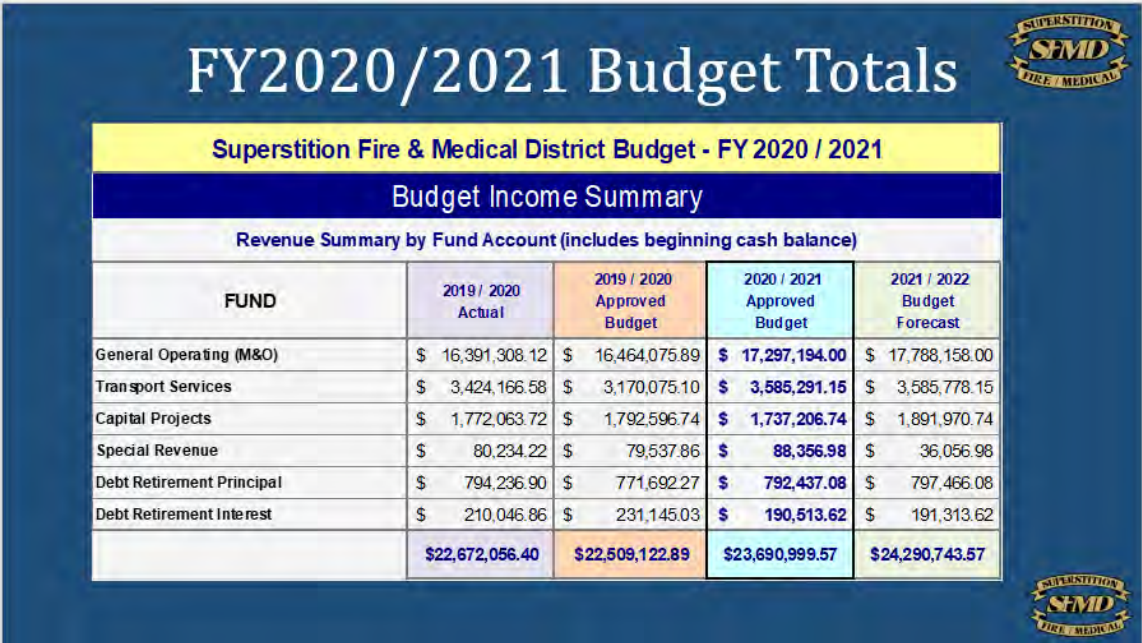
**Seconded** by Director Cross

**Vote** 4 ayes, 0 nays, **MOTION PASSED**

#### 5. Public Hearing in accordance with ARS §48-805.02 in order to hear taxpayer’s comments on the proposed Superstition Fire & Medical District revenue and expenditure for Fiscal Year 2020/2021. (BOD #2020-07-04)

No one from the public made a request to speak

#### 6. Discussion and possible approval of FY2020/2021 budget and adoption of Resolution #2020-07-15-07: Budget Adoption. (BOD #2020-07-05)



Superstition Fire & Medical District Budget - FY 2020 / 2021				
Budget Income Summary				
Revenue Summary by Fund Account (includes beginning cash balance)				
FUND	2019 / 2020 Actual	2019 / 2020 Approved Budget	2020 / 2021 Approved Budget	2021 / 2022 Budget Forecast
General Operating (M&O)	\$ 16,391,308.12	\$ 16,464,075.89	\$ 17,297,194.00	\$ 17,788,158.00
Transport Services	\$ 3,424,166.58	\$ 3,170,075.10	\$ 3,585,291.15	\$ 3,585,778.15
Capital Projects	\$ 1,772,063.72	\$ 1,792,596.74	\$ 1,737,206.74	\$ 1,891,970.74
Special Revenue	\$ 80,234.22	\$ 79,537.86	\$ 88,356.98	\$ 36,056.98
Debt Retirement Principal	\$ 794,236.90	\$ 771,692.27	\$ 792,437.08	\$ 797,466.08
Debt Retirement Interest	\$ 210,046.86	\$ 231,145.03	\$ 190,513.62	\$ 191,313.62
	\$22,672,056.40	\$22,509,122.89	\$23,690,999.57	\$24,290,743.57

FY20/21 Budget Summary:

Major Initiatives



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- Sworn market adjustment (50% 7/1/20, 50% 1/1/21)
- Additional sworn cancer screening. Possible grant
- Funding for hiring 3 firefighters for replacements
- Increased shift overtime & training overtime budgets
- Continued SAFER grant participation
- TRT Training for 2 new members
- Contracted NIMS Training
- Contracted Fire Inspector position
- Contracted Fire Investigator position
- ELBO / SELBO funding
- Increased Benefit Dollars
- Normal step increases
- Shift personnel market adjustment (50% 7/1/20, 50% 1/1/21)
- 42-Hour Ambo to 56-Hour on 1/15/21
- Increased Benefit Dollars
- New flooring at S261
- Ward Diesel filtration systems
- Clean Cab Standards
- Polaris Ranger UTV
- 2016 pumper and 2014 tanker lease payments
- New pumper equipment
- New extrication equipment for S265
- GRIC ambulance equipment (contingent on grant)
- Microwave upgrades and system software
- Completion of second set of turnouts
- Paratech 12 Shore Trent Kit (TRT)
- Active Shooter Vests (carryover from FY19/20)
- Five (5) Dual Band portable replacement radios
- Ten (10) Viking Motorola portables radios.
- SCBA bottle replacements.
- One (1) heart monitor.
- LikePak AED replacements.
- Server replacements & updates
- Software enhancements.
- Fitness Equipment Contingency

The contracted positions included in this budget will go to the Fire Board for award approval.

**Motion** by Director Moeller to adopt Resolution 2020-07-15-07: Budget Adoption, fully adopting the estimates of proposed revenues and expenditures by the Superstition Fire & Medical District for the fiscal year beginning July 1, 2020 and ending June 30, 2021 in the amount of \$23,690,999.57 and declaring that such shall establish the budget of the Superstition Fire & Medical District for Fiscal Year 2020 / 2021.”



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**Seconded** by Director Cross

**Vote** 4 ayes, 0 nays, **MOTION PASSED**

7. **Discussion and possible adoption of Resolution 2020-07-15-08 authorizing an increase of the District's line of credit ("LOC") with Wells Fargo for Fiscal Year 2020 / 2021 from \$1.5 million to \$2 million. (BOD #2020-07-06)**

Due to unforeseen potential issues related to the timing of State Land deployments and the subsequent reimbursement payments from Arizona's Department of Forestry and Fire Management (DFFM), as well as unexpected staffing vacancies related to COVID, Staff is recommending the Board approve an increase to its existing LOC to a total of **\$2.0 million** to ensure cash-on-hand to cover payroll and essential non-payroll expenses in the time before the District receives its first half of tax revenue on or about November 1, 2020. There is no cost to establishing an LOC if it is not used.

**Motion** by Director Moeller to 2020-07-15-08 authorizing an increase of \$500,000 to the District's line of credit with Wells Fargo to a new total of \$2 million for Fiscal Year 2020/2021."

**Seconded** by Director Cross

**Vote** 4 ayes, 0 nays, **MOTION PASSED.**

8. **Discussion and possible approval of a Memorandum of Understanding (MOU) between Superstition Fire & Medical District and United Mesa Firefighters, Local 2260, Superstition Chapter, and possible adoption of Resolution #2020-07-15-09. (BOD #2020-07-07)**

The MOU was first established and approved by the SFMD Board of Directors in 2017. This document is updated annually to reflect changes within the District. This was a collaborative effort between the Senior Leadership Team and the Superstition Fire & Medical Firefighters Chapter of Local 2260.

Summary:

- Duration: July 15, 2020 – July 21, 2021
- Covers all Unit Members
- Provides representation for all employees, civilian and sworn
- Affirms and strengthens the Rights of Management
- Affirms Labor and Managements right to Meet and Confer on issues of wages, benefits, and working conditions
- MOU will not create an increase to organizational costs
- No escalators
- In accordance with Federal and State Statutes
- Modifications require Board approval
- Shall remain in full effect for the term, unless an intervening financial crisis should occur





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**Motion** by Director Moeller to approve the 2020 Memorandum of Understanding (MOU) between the Superstition Fire & Medical District and the United Mesa Firefighters, Local 2260, Superstition Chapter, and adopt Resolution 2020-07-15-09

**Seconded** by Director Cross

**Vote** 4 ayes, 0 nays, **MOTION PASSED.**

### **9. Discussion, update and possible action regarding Staff trucks / take-home vehicles. (BOD #2020-07-08)**

Chief Farber provided an analysis of the SFMD pick-up truck assignments. He covered what trucks we have, what the cost is per mile, miles driven, annual cost and to whom they are assigned.

There was discussion regarding whether the number of calls these vehicles responded to justified the need to have them respond from home and whether personal vehicle could be used to travel between home and the district, where a district vehicle could be picked up and travel to the incident. Since personnel responding in these vehicles have not been included in the run reports, it was impossible to determine how many times they actually responded and if a take home vehicle justified the expense. This will now be changed to make sure all personnel responding to an incident will be included in the run reports.

There was concern regarding the potential use of take home vehicle for personal use. There is a policy which addresses this and a reminder to review and adhere to this policy was requested.

There was concern whether there were tax implications for these take home vehicle, which Chief Farber stated there were not. He explained that a marked public safety vehicle is exempt from the fringe benefits classification for taxable income purposes.

Chief Farber explained that pick-up trucks were also assigned to stations. He explained how and why they were useful being assigned this way.

There was a discussion regarding outfitting certain senior staff vehicles for emergency response. At this time, without knowing exactly how many times these staff members are actually responding, looking further into this expense does not seem justified. Additionally, since there is already a command system in place, the need to have senior officers responding to scenes in an emergent manner is questionable.

For the time being, it is important to document the number of calls being responded to and have this information ready so the new, incoming, chief may decide how he/she wants to address take home vehicles and if any should be outfitted with emergency response capabilities.

**No Motion**



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## 10. Discussion, update and possible action regarding the Ad-Hoc committee presentation of Request for Proposal (RFP) submissions to provide services for our new fire chief selection process. Determination to recommend whether there are suitable submissions for the Fireboard to review and make a contractual award selection at the August 19, 2020 Board of Directors meeting. (BOD #2020-07-09)

The Ad-Hoc committee was formed to facilitate the selection of a consulting firm to handle the search for the next fire chief for SFMD. Request for Proposals (RFP) have been received and were provided to the Board for review. The top submissions will be discussed at the August 19, 2020 Board of Directors meeting.

### No Motion

## 11. Reports (BOD #2020-07-10)

### Senior Leadership Team (SLT):

#### Fire Chief Mike Farber

- COVID Update
- Wildland Update
- CARES Act Update
- Organizational Chart / Responsibilities
- Bryan Boatman Funeral Procession

#### Acting Assistant Chief Jeff Cranmer

##### Review of recent Incidents and Training

- First Ballistic PPE in conjunction with the Rescue Task Force Training with AJPD
- Structure Fire - 1065 N. Ironwood
- Engineer Testing
- Wildfire – Baseline and Meridian
- Structure Fire – 1615 N. Apache Trail
- Horse Rescue
- Structure Fire – Apache and Main Dr.
- Structure Fire – 351 N. Meridian
- MVA – North Apache Trail
- Regional Training Meeting at Tempe
- Fatality Hay Truck / Brush Fire
- Structure Fire Ironwood and Renaissance Avenue

#### Assistant Chief Rick Ochs

##### Fire Prevention

- Contract for Services; Fire Investigator
- Contract for Services; Fire Inspector
- New Pierce Engine, design approval
- City of AJ has installed Blue Hydrant Markers

##### Growth & Development

- Hampton East III



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- TXAZ Machine Shop
- Bold Site Logistics

### Administrative Services Director Anna Butel

- Recruit Firefighter Process
- Over 200 Applications
- 179 Participated in Written Exam
- 1 week with 2 sessions per day
- 89 Candidates have been selected to move forward to panel interview
- At the completion of the panel interviews 20 will be selected for the Intern Academy (Aug 14&15)
- Social Distancing
- Temperature checks before testing

### **12. New Business / Future Agenda Items. (BOD #2020-07-11)**

NONE

### **13. Announcements (BOD #2020-07-N/A)**

Mr. House stated that Mountain View Road and Jacob Waltz Road should be open by the end of July as a dirt road. Both roads should be paved by October.

Chief Farber stated that the AJ City Manager, Bryant Powel has shared that the East Mart Property on South Ironwood Road should be purchased and annexed into the City by October of this year.

### **14. Adjourn (BOD #2020-05-12)**

**Motion** by Director Cross at 7:33 P.M. to adjourn the meeting  
**Seconded** by Director Moeller

**Vote** 4 ayes, 0 nays. **MOTION PASSED.**

### **Governing Board Approval:**

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Board Clerk Kathleen Chamberlain  
*Sherry Mueller*